



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of August 17, 2021 meeting agenda

PUBLIC COMMENT PERIOD

Notes on the Public 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.

RECOGNITIONS

5. Proclamation Honoring Carlos Rodon, Jr.

PUBLIC HEARINGS

6. Economic Development Agreement for Amgen Inc.

CONSENT AGENDA

7. Approve the minutes of the July 13, 2021 Workshop and the July 20, 2021 Business Meeting.
8. Holly Springs Business Park Pump Station Phase 2 Upgrades (TOHS 21-011)
9. 2022 LAPP Grant Municipal Agreements - Selected Transportation Bond Projects
10. United Arts Grant Award to the Holly Springs Cultural Center
11. Avent Ferry Road Widening Project Change Order (TOHS 12-003)
12. Holly Springs Express Bus Route - Re-appropriating Reimbursable Funds (TOHS 20-008)
13. Amendment to the Wake County Multi-Jurisdictional Hazard Mitigation Plan

NEW BUSINESS

14. Holly Springs Road Widening - Phase 2 - Duke Utility Relocation Contract (Transportation Bond Project #19-009)
15. Northeast Gateway Master Plan Consultant Contract
16. Condemnation Resolution for Oakview Innovation Park Gravity Sewer Line
17. COVID-19 Vaccination Vacation Leave Incentive

OTHER BUSINESS

UNFINISHED 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.gov 919-557-3900



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions

Title: Proclamation Honoring Carlos Rodon, Jr.

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Issue proclamation honoring Carlos Rodon, Jr.

Explanation:

- Carlos Rodon, Jr. attended Holly Springs High School and graduated in 2011.
- While there, he distinguished himself as a pitcher for the Golden Hawks, leading them to the NC 4A state championship.
- After high school he was drafted by the Milwaukee Brewers, but decided to attend NC State instead.
- In 2013 he led NC State to their first college World Series since 1968.
- Carlos Rodon, Jr. was drafted by the Chicago White Sox and in 2015 was called up to the major league roster.
- On April 14, 2021 Mr. Rondon, Jr. pitched a no-hitter against the Cleveland Indians - an extremely difficult and career-defining achievement for a major league pitcher.
- In 2021 he was named to the American League All-Star Team.

Background:

Funding Source(s):

N/A

Attachment(s):

1. Carlos Rodon Proclamation

Town of Holly Springs



A Proclamation By The Mayor

Honoring Carlos Rodón

WHEREAS, Carlos Rodón was born December 10, 1992 to parents, Julie and Carlos Rodón; and

WHEREAS, Carlos attended and graduated from Holly Springs High School in 2011; and

WHEREAS, during his junior year at Holly Springs High School he pitched a no-hitter; and

WHEREAS, in his senior year at Holly Springs High School he lead the team to the North Carolina 4A state championship; and

WHEREAS, in 2012 Carlos was drafted by the Milwaukee Brewers, but decided to attend NC State instead; and

WHEREAS, in 2013 Carlos led NC State to their first college World Series since 1968; and

WHEREAS, in 2015 Carlos was called up to the Chicago White Sox' major league roster; and

WHEREAS, on April 14, 2021 Carlos pitched a no-hitter against the Cleveland Indians; and

WHEREAS, Carlos was named to the 2021 American League All-Star team;

NOW, THEREFORE, I, Mayor Dick Sears, am hereby honored to recognize and celebrate

Carlos Rodón

of Holly Springs, NC and I urge all citizens to join me in celebrating the accomplishments of Carlos Rodón and recognizing the example that he has set as a role model for students, athletes, and citizens of the Town of Holly Springs.

Proclaimed this, the 17th day of August, 2021

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the Seal of
the Town of Holly Springs, North Carolina to be
affixed on this 17th day of August, 2021.

Dick Sears, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Public Hearings

Title: Economic Development Agreement for Amgen Inc.

Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth

Staff Resource: Daniel Weeks, Asst. Town Manager

Action(s):

- Hold Public Hearing on Economic Development Agreement
- Approve/Deny Economic Development Agreement

Explanation:

- North Carolina Governor, Roy Cooper, announced on August 3, 2021, Amgen's selection of Holly Springs, North Carolina as the location for a new biopharmaceutical manufacturing site in the United States.
- The expected investment by Amgen is a minimum of \$380,583,000 in real property, buildings, fixtures, machinery, and equipment.
- The anticipated number of new jobs created is a minimum of 355 at an average salary of approximately \$120,000.
- This agenda item is for the Town Council to consider an Economic Development Agreement (EDA) between the Town of Holly Springs and Amgen, which formally establishes the obligations of each party.

Key benefits of the project to the community include:

- Expansion of high-quality job opportunities within the Town of Holly Springs
- Elevation of Holly Springs as a leading global destination for life sciences and biotech manufacturing
- Broadening of the commercial property tax base
- In consideration of an Economic Development Agreement (EDA), the Town recognizes that a project will bring direct and indirect benefits to the Town, including but not limited to, job creation, increase in ad valorem tax base, economic diversification, and stimulus. With such, the town offers economic development incentives to induce a company to locate their project at a site and such incentives do in fact induce a company to locate their project at a site.
- Furthermore, the company fully intends to establish, through a project, an important presence in the Town by employing a large number of employees and making a substantial investment in the project and in the training and development of those

employees.

Key Terms of EDA

1. Business Investment Grant (BIG): The Town shall provide to the Company, upon written demand by April 1 of each applicable year, an annual BIG calculated at 50% of Incremental Taxes for a maximum period of 8 years commencing in 2026, or such earlier year as the Company may designate if the Company so elects, up to a maximum amount of \$9,500,000.
2. Industrial Utility Rate: The Company shall qualify for the Town's industrial utility rate.
3. Infrastructure Work: Installation of new or the upgrade of existing sewer, water, and reuse lines, or facilities or so-called horizontal improvements to the Site.
 - Construction of new sanitary sewer force main, gravity lines, potable water lines, and reuse lines to sufficiently serve the Site (including the Facility), to the public right of way of Friendship Road, to be installed and operational at full capacity by February 28, 2023.
 - Construction of a new sanitary sewer regional pump station to sufficiently serve the Site (including the Facility), to be installed and operational at full capacity by January 1, 2023
 - The Town shall provide and reserve sufficient capacity for water, sewer and discharge, as set forth below, by February 28, 2023 at certain defined levels further outlined in the agreement.
 - The Town shall provide all necessary rights of way and coordinate with NC Department of Transportation ("DOT") for the construction of any public roads or roadwork improvements identified by DOT as required under the traffic impact analysis
4. Waiver of Fees Where Legally Permissible: The Town hereby waives (and agrees to waive in the future) all such fees or costs, a good faith estimate of which for the Project is set forth on Exhibit A; provided, however, that such waiver shall not include those fees shown as "Mandatory" on Exhibit A.
5. Customized Review Schedule: Facilitate and expedite to the greatest extent possible within the law all Town-related permits, zoning approvals, inspections and other required approvals and licensing necessary in connection with the site and construction of the project prescribed by the customized review schedule.
6. Timely Performance:
 - Company shall, within twelve (12) months after the Effective Date, submit or cause the submittal of site-specific development or master plans for approval by the Town for the construction of the Facility and shall, within thirty-six (36) months after the Effective Date of this Agreement commence construction of the Facility.
 - The attached EDA is a final Town version, but it does not have a final sign-off from Amgen. That is anticipated to happen by Tuesday's meeting.

Background:

- Holly Springs Town Staff spent much of 2021 recruiting 'Project Titan', now officially known as Amgen, Inc.
- Amgen is one of the world's biotechnology leaders and has a long history in biotechnology manufacturing.
- Founded in 1980 in Thousand Oaks, California, Amgen today serves millions of patients

Town Council Business Meeting
August 17, 2021

around the world suffering from serious illnesses such as cancer and heart disease.

- Amgen is one of 30 companies that comprise the Dow Jones Industrial Average.
- Currently, Amgen has locations in:
 - California
 - Florida
 - Kentucky
 - Massachusetts
 - Puerto Rico
 - Rhode Island
 - Ohio

Funding Source(s):

General Revenues

Attachment(s):

1. AMGEN EDA_TOWN COUNCIL EDITION

STATE OF NORTH CAROLINA

COUNTY OF WAKE

ECONOMIC DEVELOPMENT AGREEMENT

BY AND BETWEEN

AMGEN, INC

AND

THE TOWN OF HOLLY SPRINGS, NC

DATED as of August 17, 2021

ECONOMIC DEVELOPMENT AGREEMENT

This Agreement (this “Agreement”) is entered into, effective as of the 17th day of August (“Effective Date”), by and between Amgen, Inc. (“Company”), and the Town of Holly Springs, (“Town”) a North Carolina municipality. Individually and together the Town and Company are referred to as a “Party” and the “Parties,” respectively. Capitalized terms used herein have the meanings ascribed to them below.

RECITALS

WHEREAS, the Town is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in an increase in the Town’s ad valorem tax base, the creation of a substantial number of jobs at competitive wages, develop new industrial and business parks including the Site, as defined below, and to encourage economic growth and development opportunities which the Town has determined will be made possible as a result of the Project; and,

WHEREAS, the Company desires to construct a biologic drug substance manufacturing facility, including support areas for approximately three hundred and fifty-five (355) permanent employees (the “New Employees”); and,

WHEREAS, the Town acknowledges that the Project will bring direct and indirect benefits to the Town, including job creation, increase in the ad valorem tax base, and economic diversification and stimulus, and has offered Local Incentives to induce the Company to locate the Project at the Site; and,

WHEREAS, in order to implement the foregoing, the Company has proposed to make a capital investment at the Site from sources available to the Company, including the Company’s resources and other source financing, to construct and operate a biologic drug substance manufacturing facility in one or more buildings. The Company expects to invest or cause to be invested at least three hundred eighty million, five hundred eighty-three thousand dollars (\$380,583,000) in real property, buildings, fixtures, machinery and equipment, and the Company expects to create at least 355 full time equivalent positions a result of the Project at an average wage exceeding or equal to that of the median average wage for Wake County as described herein; and,

WHEREAS, the Town expects that as a result of the foregoing investments the Increased Tax Value upon completion will be at least \$380,583,000; and,

WHEREAS, the Company fully intends to establish, through the Project, an important presence in the Town by employing a large number of employees and making substantial investments in the Project and in the training and development of such employees; and,

WHEREAS, the Town hereby acknowledges that the terms of this Agreement, including specifically the Local Incentives and other assistance described in this Agreement, constitute a dispositive inducement to the Company to locate the Project at the Site; the Company hereby acknowledges that its decision to locate the Project at the Site following a competitive selection process conducted by the Company among multiple states is based in part on the Town's offer of Local Incentives and other assistance described in this Agreement and related agreements and documents; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S. §158-7.1 to acquire and assemble land for industrial development purposes, make appropriations and expenditures for the acquisition and improvement of land, and convey interests in real property by private negotiation, and to provide additional financial and other incentives; any action in this regard would follow a public hearing by the Town Council a subsequent decision by that Council as to such matters before it; and the Council will assure that the Town receives full consideration for the Site in the way of prospective tax and other revenues from the Site improvements, increase of jobs, and other economic stimuli of the local economy as a result of the Project; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Company intending to be legally bound do hereby agree as follows:

ARTICLE I DEFINITIONS

1. Company: The Company is Amgen, Inc. with a principal place of business of Thousand Oaks, California.
2. Business Investment Grant (“BIG”): As further described in Article II(C) below, a grant by the Town to the Company equal to 50% of Incremental Taxes.
3. Effective Date: The date of the last signatory hereto, or the date of the approval by the Town Council, whichever is later.
4. Fiscal Year: the Town’s Fiscal Year, July 1 to June 30.
5. Force Majeure Event: any cause preventing or hindering the performance of this Agreement arising from or attributable to acts, events or circumstances not caused by and beyond the reasonable control of a Party, including an act of God, shortage of materials, war (declared or undeclared), labor disputes, accidents, acts of terrorism, fire, breakdown of machinery, epidemic or pandemic, and riot or civil disturbance.
6. Increased Tax Value: the amount of real and personal property tax value of the Site, real and personal property improvements thereon, and personal property located at the Site as calculated by the Wake County Tax Assessor as of January 1 of the year for which the Town will pay a BIG to the Company, less the real and personal property tax value of the Site, real and personal property improvements thereon, and personal property located at the Site on January 1, 2021. For purposes of this Agreement, the real and personal property tax value of the Site and improvements thereon on January 1, 2021 is [\$_____].
7. Incremental Taxes: the amount of taxes actually received by the Town as a result of the Increased Tax Value.
8. Infrastructure: Installation of new or the upgrade of existing sewer, water, and reuse lines, and other utility lines or facilities or so-called horizontal improvements to the Site and/or surrounding property as a result of the Project, constructed by the Town, or any other person or entity on behalf of the Town within the term of this Agreement or within the preceding 6 months of the Effective Date.
9. Facility: An approximately [____] square foot biologic drug substance manufacturing building, with approximately 355 full-time equivalent permanent employees, located at the Site, including any other buildings located on the Site that are owned and operated by the Company or one of its Affiliates (defined below) and used in connection with the Company’s business.
10. Local Incentives: Those incentives described in Article II below.

11. Non-Monetary Local Incentives: Those incentives and inducements discussed in Article II herein other than the BIG.
12. Project: Construction of the Facility, appurtenant private infrastructure (such as parking facilities), any Infrastructure, and any public or private infrastructure necessary to support the Facility.
13. Site: an approximately 108 site of currently undeveloped real estate known as the Friendship site, generally located at 4112 Friendship Road, Apex, NC, being a portion of Auditor's tax parcel numbers 0720700500 and 0629617801, which is an unimproved location within the corporate limits of the Town.
14. Town: The Town of Holly Springs, NC.

ARTICLE II

LOCAL ECONOMIC DEVELOPMENT INCENTIVES RELATED TO LOCATION OF FACILITY; DEVELOPMENT OF THE SITE AND RELATED INFRASTRUCTURE

A. Company Representations and Obligations.

1) The Company represents that, but for the Local Incentives provided by the Town, the Company would not locate its Facility, complete or cause the completion of any Infrastructure, or employ any persons on this Site.

2) By execution of this Agreement which obligates the Town to grant to the Company certain Local Incentives, the Company agrees to deliver the Town fair consideration for this Agreement, which the Parties hereby agree is the Incremental Taxes and the employment of the Project.

3) Company shall, within twelve (12) months after the Effective Date, submit or cause the submittal of site-specific development or master plans for approval by the Town for the construction of the Facility and shall, within thirty-six (36) months after the Effective Date of this Agreement (subject to reasonable extension by the Parties in the event that the Town's approval process is delayed or due to a Force Majeure Event) and subsequent to the issuance of approvals by the Town with respect to said plans, commence construction of the Facility. For purposes of the preceding sentence, "commence construction of the Facility" means the date upon which the Company begins or causes to begin a program of on-site construction or on-site modifications, including site clearance, grading, construction of vertical building elements, and all civil engineering work necessary for the construction of the Facility such that it is operational and employing employees at the Facility within the later of (i) January 1, 2029 or (ii) sixty (60) months from commencing construction. The Parties understand that the time frames set forth in this subsection are meant to ensure the Town's compliance with the Non-Monetary Local Incentives. Failure of the Company to adhere to the time frames

herein shall relieve, in proportion to the Company's delay(s) in adhering to the time frames, the Town of strict compliance with the time frames for the Non-Monetary Local Incentives.

B. Non-Monetary Local Incentives

1) Infrastructure Work: The Town agrees to undertake or cause to be undertaken, at no cost to the Company, the following Infrastructure (including engineering, design work, utility infrastructure, construction management, environmental remediation, demolition, excavation and construction) adjacent or in proximity to the Site:

- Construction of new sanitary sewer force main, gravity lines, potable water lines, and re-use lines to sufficiently serve the Site (including the Facility), to the public right of way of Friendship Road, to be installed and operational at full capacity by February 28, 2023. The Town shall coordinate with the Company on the design, construction and location of the lines, including the connection of the public and private lines at the northern and southern access points to the Site.
- Construction of a new sanitary sewer regional pump station to sufficiently serve the Site (including the Facility), to be installed and operational at full capacity by February 28, 2023, in a location off the Site with a tie-in point no further than 500 feet from the Site. The Town shall be responsible for bringing and connecting the sewer line to the pump station. The Town shall obtain, at its sole cost and expense, from the applicable land owner a dedication of land necessary for the construction of the pump station. No easement or access to the Site will be required for the construction of the pump station.
- The Town shall provide and reserve sufficient capacity for water, sewer and discharge, as set forth below, by February 28, 2023 (and the Town agrees to handle the Company's discharge components as described below without the need for extraordinary pre-treatment (that is, not more than neutralization as is typical of waste discharge from similar facilities) based on 365 day-a-year operations):

Water: 250,000 gallons per day ("GPD") with delivery parameters not to exceed 10,000 gallons per hour on a peak hour basis

Sewer: 350,000 GPD with delivery parameters not to exceed 8,000 gallons per hour on a peak hour basis.

Reuse Water: 50,000 GPD

In the event the Company anticipates a need for water, sewer or reuse water capacity above the amounts noted above, the Company shall provide the Town with 12 months prior notice of such needs. Upon such notice, the Parties will cooperate and work together to resolve the demand issue in a timely manner.

Discharge components: The Town, at its cost and expense, shall be capable of treating wastewater from the Facility by no later than January 1, 2023 at levels equal or greater to the following:

BOD: 3,400 mg/L
COD: 5,000 mg/L
TSS: 1,400 mg/L
TDS: 10,000 mg/L

- The Town shall work in good faith to approve the Company's plans to supply temporary water service to the Site for (i) the development of the Site and construction of the Facility and (ii) for fire protection during construction. Should the Company be required to draw water from the Town water supply for those services, the Town shall charge the company the industrial rate for water usage.
- The Town shall obtain all necessary easements, fee title, and rights of way for the required water, sewer and reuse lines to Friendship Road adjacent to the Site at the public right of way in a location reasonably consistent with that shown and labeled as such on Exhibit C.
- The Town shall not provide or allow any easement on the Site that would impact the access road along the north side of the Site or otherwise impair the planned development of the Site or the Facility without the written consent of the Company.
- The Town will coordinate with NCDOT for any road improvements required by an approved Transportation Impact Analysis ("TIA") and in the event that any additional rights of way need to be acquired, the Town and/or NCDOT shall make any such acquisitions of public rights of way that would be required to satisfy the TIA for the construction of the Facility.
- .
- The Company shall have no obligation or responsibility to maintain any required access roads not located on the Site.
- The Town's obligation to obligate the funds for the Infrastructure is subsequent to the Company's acquisition of the Site in fee.

2) Waiver of Fees Where Legally Permissible: The Town represents that attached hereto as Exhibit A is a true and complete list of all of the licenses, permits, and approvals required for the acquisition of the Site and for the Project to be lawfully located, constructed and operated at the Site, together with a true and complete list of the fees or costs charged by the Town and required to be paid in respect of such licenses, permits and approvals, including all development, building construction and tap fees. The Town represents and warrants to the Company that there are no other license or permit necessary or required by the Town for the Site or Project and no other approval fees or costs charged by the Town that the Company will be required to pay in connection with the acquisition of the Site and the location, construction and operation of the Project. The Town hereby waives (and agrees to waive in the future) all such fees or costs, a good faith estimate of which for the Project is set forth on Exhibit A; provided, however, that such waiver shall not include those fees shown as “Mandatory” on Exhibit A.

3) Customized Review Schedule: The Town agrees, to the greatest extent possible under applicable law, (a) to facilitate and expedite, all Town-administered permits, plan approvals, zoning approvals, inspections and other required approvals, certificates and/or licensing necessary or appropriate in connection with the Site, the construction of the Facility, or the Project in a manner prescribed by the customized review schedule attached as Exhibit B (the “Construction Schedule”) and, (b) where appropriate and lawful, to waive any Town regulation related to any such permits, zoning approvals, inspections or other required approvals or licensing and, (c) that Company and the current owner of the Site may apply for more than one type of local permit, approval certificate, or plan at a time, and applications for such permits, approvals, certificates, plans shall be reviewed concurrently in an expedited manner by the Town to the extent possible and, (d) to exercise reasonable diligence in cooperating with the Company and the current owner of the Site to facilitate the issuance of any State of North Carolina and/or federal permits and approvals which may be required for construction of the Project and, (e) to provide at all times during the Construction Schedule, at the Town’s expense, a project coordinator who is a full-time Town employee dedicated to be a single point of contact for Town permitting and approval requirements related to the Project.

4) Timely Performance: The Parties acknowledge that the timely completion of the Infrastructure by the Town is critical to the timely commencement of, and successful operation of the Facility and to the safety of the public. For that reason, the Town shall work with, and shall facilitate the cooperation of, all applicable governmental authorities, including the State of North Carolina, the North Carolina Department of Transportation, the North Carolina Division of Water Resources, the U.S. Army Corps of Engineers, and the County of Wake, North Carolina, in the performance, at no cost to the Company, of the Infrastructure, and to ensure that such Infrastructure is completed in a timely manner. The Company shall timely inform the Town of its construction schedule, and any modifications thereof, to ensure proper coordination and service delivery.

C. Other Local Incentives

1) Business Investment Grant: The Town shall provide to the Company, upon written demand by April 1 of each applicable year, an annual BIG calculated as fifty percent (50%) of Incremental Taxes for a maximum period of eight (8) consecutive years commencing in 2026, or such earlier year as the Company may designate if the Company so elects (the “BIG Term”), up to a maximum amount of nine million, five hundred thousand dollars (\$9,500,000). BIG payments will be made on or before May 1 of the relevant Fiscal Year in which the Incremental Taxes are paid, assuming the Company is current on tax payments. By way of example:

Example: The taxable real and personal property valuation as of the Effective Date is \$4 million (Estimated) and taxes paid to the Town on this valuation are \$16,864 for that Fiscal Year. If in 2025, when the Company elects to request its first BIG payment, the taxable real and personal property valuation of the Site and improvements thereon is \$404 million, the Company would be entitled to a BIG calculated on fifty percent (50%) of the Town taxes received by the Company from \$400 million, i.e., \$843,200 (assuming the Town’s current tax rate of .004216 x \$400 Million x .5)

[Note: the tax millage used in this example is the rate at time of execution of this Agreement. Actual calculations will be made using then-current tax millage rates.]

BIG payments shall begin no earlier than the year after the taxable real and personal property valuation of the Site and improvements thereon, as determined by the County Tax Administrator, first exceeds \$50,000,000, provided that the other BIG requirements contained herein for that year are also met.

2) Other Tax and Fiscal Incentives: The Town will cooperate with and provide reasonable assistance to the Company in procuring all incentives and benefits legally available to it for economic development, job creation or otherwise, including, but not limited to, the One North Carolina Fund, Golden Leaf and the Job Development Investment Grant.

3) No Targeted Taxes: If any taxes or government charges of any kind are directly or indirectly levied by the Town against the Company or any of its property, including the Site or the Project, that are not generally applicable to all Town-resident business enterprises (the “Targeted Taxes”), or if any such Targeted Taxes shall be imposed or enabled by the Town with regard to the Company or its property, including the Site or the Project, the Company shall be entitled to a reimbursement from the Town (in the form of cash, set off against any other payment due from the Company to the Town or such other means as may be available to effect such reimbursement) for the

amount of any Targeted Taxes that are paid to or otherwise accrue to the benefit of the Town.

4) Industrial Utility Rate: The Company shall qualify for the Town's industrial utility rate, which is the lowest cost tier of sewer, water and reuse water of utility provisions. This rate shall be in effect for each month that the Company's actual usage exceeds 50,000 gallons per month.

D. Available Remedies

For purposes of this Agreement, a "Town Default" shall mean the Town's failure to timely perform or otherwise adhere to its obligations under this Agreement, subject to a 30-day written notice and cure period to be afforded to the Town, unless more than thirty (30) days shall be required because of the nature of the failure, in which case the Town shall work diligently to cure the failure. Upon the occurrence of a Town Default, the Company: (i) without thereby waiving such Town Default, shall have the right to take all reasonable and necessary acts to perform any such obligation on behalf of the Town, at the Town's expense, including, without limitation, the completion of the Infrastructure ("Self Help"), and (ii) shall have all rights and remedies available in law or equity including the right to specifically enforce the terms of this Agreement at the Town's expense. All reasonable costs and expenses (including reasonable attorneys' fees) incurred by the Company in exercising Self Help or otherwise enforcing the terms of this Agreement (collectively, "Enforcement Costs") shall be payable by the Town to the Company, on demand, and shall accrue interest from the time of such demand until payment at the applicable statutory rate. Furthermore, to the extent permitted by law, the Company shall have the right (but not the obligation) to offset any Enforcement Costs against any amounts otherwise due to the Town under this Agreement or otherwise. No right or remedy herein conferred upon or reserved to the Company is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or now or hereafter existing. No waiver by the Company of any provision of this Agreement shall be deemed to have been made unless expressly so made in writing by the Company expressly waiving such provision.

ARTICLE III

COMPANY REQUIREMENTS

A. Incentive payments are payable by the Town prior to the Company's full performance of its material obligations hereunder; provided, however, that such awards are expressly conditioned upon the Company achieving the following performance targets as of the dates set forth below. Notwithstanding the foregoing, the Company shall have thirty (30) days after receipt of written notice from the Town to cure any such failure of a material obligation, unless more than thirty (30) days shall be required

because of the nature of the failure, in which case the Company shall cure such failure within an additional ninety (90)-day period.

B. The Company shall not, during the period in which it is eligible to receive BIG payments, be in arrears in the payment of its annual property taxes, utility fees or other payments to the Town. Nothing in this Agreement restricts or limits the Company's right to contest the valuation of the Site or the Project or to contest any other North Carolina state and local tax matters.

C. Operation Commitment

Except in the case of (1) a Force Majeure Event, or (2) nonperformance by the Town of its agreements and covenants under this Agreement or any related agreements or documents, the Company shall maintain operations at the Facility during such time as the Town is obligated to provide a BIG to the Company (the "Operation Commitment"). Notwithstanding anything to the contrary in this Agreement, a temporary shutdown of operations for less than 6 months for any reason shall not be considered a breach of the Operation Commitment. The Town's sole and exclusive remedy for the Company's violation of the Operation Commitment shall be a loss of grant payments for the BIG in any given year that company has not met the Operation Commitment.

ARTICLE IV

REMEDIES AND DISPUTE RESOLUTION

A. Concerning Remedies

Unless otherwise set forth in this Agreement or any related agreement, the remedies provided for in this Agreement and in any related agreement are non-exclusive and cumulative. The exercise of a particular remedy does not preclude the exercise of any or all other available remedies herein except as provided herein. No delay in the exercise of a remedy shall constitute a waiver of that remedy. Nothing in this Agreement is intended to relieve a Party from its common law duty to mitigate damages. Except for any and all claims, demands or other actions by a party seeking declaratory, injunctive, specific performance or other equitable relief in respect of the performance, breach, or interpretation of any provision of this Agreement ("Litigable Matters"), all claims for damages or other remedies under this Agreement shall be resolved by Arbitration. Litigable Matters shall be subject to the exclusive jurisdiction of the Superior Court for the Tenth Judicial District of North Carolina or the United States District Court for the Eastern District of North Carolina, or of both as applicable in the circumstance. The Parties irrevocably submit to such exclusive jurisdiction.

B. Disputes

The Parties shall attempt in good faith to resolve any dispute, controversy or claim arising out of this Agreement between them by negotiations among those persons of the Town and Company who have authority to act and who will promptly meet,

including in-person or virtually, for negotiations to attempt to settle the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such authorized persons, any Party may refer the matter to Mediation (as provided below).

C. Mediation

If the Town and the Company are unable to reach agreement with respect to any matter requiring their agreement under this Agreement, any Party may submit the matter to mediation under the Administered Arbitration Rules of the International Institute for Conflict Prevention & Resolution Rules (“Mediation”). Once commenced, no such Mediation shall be permitted to proceed for more than fifteen (15) days. Each Party shall bear its own costs and expenses related to any Mediation; provided that the costs and expenses of the mediator and any administrative expenses of the Mediation shall be borne equally by the Town and the Company. Failure of the Town and the Company to reach agreement pursuant to any Mediation procedure shall be deemed to be a dispute arising under this Agreement.

D. Arbitration

Except for Litigable Matters, all disputes and claims for damages between the Town and the Company arising out of this Agreement shall be resolved not by litigation but rather by binding arbitration (“Arbitration”) in the State of North Carolina before a panel of three (3) independent arbitrators under the auspices and pursuant to the Administered Arbitration Rules of the International Institute for Conflict Prevention & Resolution. The Arbitration hearing will be scheduled so that it is concluded within twelve (12) months from the date of the filing of the Arbitration and the panel shall render its decision within one (1) month after the closing of the hearing. Arbitrators will be chosen under the usual procedures and from the usual panels of the International Institute for Conflict Prevention & Resolution except that none of the arbitrators shall have performed, directly or indirectly, a material amount of work for the Town or the Company within the 5-year period immediately preceding the date of their selection or intend or desire to perform work for the Town or the Company within one (1) year following the date of such arbitrator’s selection. Issues determined by Arbitration pursuant to this provision shall be given preclusive or collateral estoppel effect. Each party shall bear its own costs and expenses relating to the Arbitration except that the Arbitration panel shall have the authority to award attorney’s fees, and provided that the costs and fees of the panel of arbitrators and the fees to the International Institute for Conflict Prevention & Resolution shall be borne equally by the Town and the Company.

E. Force Majeure Event

In the event of a Force Majeure Event, a Party will not be deemed to be in breach of this Agreement and the deadlines set forth in this Agreement shall be extended for the period of time during which the Force Majeure Event existed. A Force Majeure Event will pause a Party’s performance obligation for the duration of the event but does not excuse it. Each Party will use commercially reasonable efforts to recommence

performance of such obligations whenever and to whatever extent possible following the Force Majeure Event and will promptly notify the other Party by the most expedient method possible (to be confirmed in writing) and describing at a reasonable level of detail the circumstances causing the delay or failure to perform. All obligations of both Parties shall return to being in full force and effect upon the earlier to occur of (i) the passing of the Force Majeure Event. or (ii) the failure of the applicable Party to satisfy the conditions and/or perform its covenants under this Section. For the avoidance of doubt, mere non-performance of a third-party does not constitute a Force Majeure Event.

ARTICLE V

OTHER PROVISIONS

A. Notices

Notices expressly provided for herein shall be sent, by registered first class mail, postage prepaid, by a nationally recognized overnight courier for delivery on the following business day as follows unless the relevant party provides replacement contact information after the date hereof:

If to the Town: Town of Holly Springs
 P.O. Box 8
 Holly Springs, NC 27540-0008
 Attn: Randy J. Harrington, Town Manager
 Phone: (919) 557-3924

with a copy (which shall not constitute notice) to:

Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540-0008
Attn: John P. Schifano, Town Attorney
Phone: (919) 557-2917

If to the Company:

Amgen Inc.
Mailstop 28-5-A
One Amgen Center Drive
Thousand Oaks, CA 91320
Attn: Development, Regulatory, Operations and Contracting Law
(Business Contracting)

With a copy to:

law.operations@amgen.com;

and

With copy to:

Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
Columbus, OH 43215
Attention: Scott J. Ziance

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

B. Adverse Change

The Parties acknowledge that the Project is mutually beneficial to both Parties to a degree that supports the substantial investment in the Project by each Party as outlined herein. The Project and the Local Incentives are based on current laws, policies, regulations and commitments. If during the term of the Project, the benefits to the Parties as contemplated herein are materially adversely affected as a result of executive or legislative action, or administrative or judicial decision or interpretation of laws, policies or regulations of the State of North Carolina, the Parties agree to negotiate in good faith in an effort, if practicable, to amend, to the fullest extent permitted by law, the Project and the Local Incentives so that each Party receives benefits substantially similar to the benefits that were contemplated herein prior to any such action, decision or interpretation, provided that in no case shall the Company be obligated to increase the scope of the Project.

C. Change in Law

In the event any law, policy or regulation applicable to the Company adversely affects or impacts the effective operation of the Project, the Town shall promptly take all necessary action to amend such law, policy or regulation to facilitate effective operation of the Project, so long as such amendment is not materially adverse to the interests of the Town or its citizens.

D. Entire Agreement; Amendment; Construction

This Agreement, together with the Schedules and Exhibits attached hereto and all other agreements referred to herein or relating to the subject matter hereof, contains the entire agreement between the Parties as to the subject matter referenced herein, and supersedes all prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise) between the Parties with respect to the subject matter hereof. No amendment may be made to this Agreement except with the prior written consent of all parties hereto. The section titles and headings herein are for convenience of reference

only and do not define, modify or limit any of the terms and provisions hereof. Article, Section and Exhibit references herein are to Articles, Sections and Exhibits of this Agreement unless otherwise noted. The use of words “include” or “including” in this Agreement shall be by way of example rather than by limitation. The use of the words “or,” “either” or “any” shall not be exclusive.

E. Representations and Warranties of the Parties

Each of the Parties, and each person executing this Agreement on behalf thereof, represent and warrant, as applicable, that (1) such Party or person has the full power and authority to enter into this Agreement and the agreements or instruments referred to herein, to execute them on behalf of the party indicated on the signature page thereof, and to perform the obligations hereunder and thereunder, (2) such Party is acting on its own behalf and on behalf of its successors and assigns, (3) this Agreement and the other agreements referenced herein are the valid and binding obligations of such Party, enforceable against it in accordance with their terms, (4) entering into this Agreement and the other agreements referenced herein does not conflict with any other agreements entered into by either Party, and (5) the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part. The Town represents and warrants to the Company that: (a) this Agreement and the incentives contemplated hereunder have been pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply thereto, and (b) all sums necessary for the Town to fund the payments that the Town is obligated to make hereunder have been fully appropriated and allocated in the Town’s 2021-2022 fiscal year (other than for the Infrastructure), and are available for the purposes designated hereunder, and the Town shall use its best efforts to ensure that all necessary sums for the completion of such Infrastructure shall be fully appropriated and allocated, and made available to the Company at the earliest opportunity.

F. Release and Indemnification

1) The Company agrees to indemnify and hold harmless the Town, and its respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as “Town Indemnified Parties”), from any claims of third parties to the extent arising out of or any wrongful or negligent act or omission of the Company in connection with the performance of this Agreement except to the extent of one or more of the Town Indemnified Parties’ negligence, willful misconduct, or unlawful acts or omissions. Without limiting the generality of the foregoing, the Company hereby releases the Town Indemnified Parties from, and agrees that such Town Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Town Indemnified Parties against, any and all liability or loss, cost or expense, including reasonable attorneys’ fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (other than financing incurred by or provided in

connection with another government body (e.g., Wake County, North Carolina or the State of North Carolina)) to the extent arising out of the negligent acts or omissions of the Company or any of its agents, contractors, servants, employees, licensees, lessees, or assignees and not attributable to the negligence, willful misconduct or unlawful acts or omissions of a Town Indemnified Party. The Company acknowledges and agrees that each Town Indemnified Party is an express, third party beneficiary of the Company's obligations under this paragraph. The obligation of the Company to indemnify the Town Indemnified Parties pursuant to this Section V (F)(1) shall terminate upon the termination of this Agreement. Notwithstanding any other provision in this Agreement, the Company will not be required to indemnify the Town Indemnified Parties for any settlements reached with respect to a third party claim unless the Company has provided its prior written consent for such settlement, not to be unreasonably withheld. In case any claim or demand is at any time made, or action or proceeding is brought against any of the Town Indemnified Parties, the Town will give prompt written notice of the action or proceeding to the Company.

2) To the extent permitted by law, the Town agrees to indemnify and hold harmless the Company, and its respective shareholders, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Company Indemnified Parties"), from any claims of third parties to the extent arising out of or any wrongful or negligent act or omission of, or breach of this Agreement by, the Town in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the Town hereby releases the Company Indemnified Parties from, and agrees that such Company Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Town Indemnified Parties against, any and all liability or loss, cost or expense, including reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person to the extent arising out of the negligent acts or omissions of, or breach of this Agreement by, the Town or any of its agents, contractors, servants, employees, licensees, lessees, or assignees. The Town acknowledges and agrees that each Company Indemnified Party is an express, third party beneficiary of the Town's obligations under this paragraph. The obligation of the Town to indemnify the Company Indemnified Parties pursuant to this Section V(F)(2) shall terminate upon the termination of this Agreement.

G. Benefits of Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns, and future Town Councils and staff.

H. Governing Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the negotiation or the persons who drafted this Agreement. Subject to Article IV, the Parties consent to exclusive jurisdiction of the

Superior Court for the Tenth Judicial District of North Carolina or the United States District Court for the Eastern District of North Carolina, or of both as applicable in the circumstances, for any Litigable Matters arising with respect to this Agreement.

I. Severability; Incentives

If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (1) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (2) the remaining terms hereof shall, in such event, constitute the Parties' entire agreement. In the event any such provision is held to be invalid, illegal or unenforceable, the Parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable. In the event that the validity, legality or enforceability of any Local Incentive and other assistance described or referred to herein as being offered or made available to the Company is challenged in any manner, the Town shall (a) vigorously defend such Local Incentive and other assistance from such challenge, (b) seek legislative remedies to retain or restore such Local Incentive and other assistance, and (c) pursue the offering of other Local Incentives and other assistance or benefits to the Company (including to the extent other discretionary funds or benefit programs are or may become available to the Town) in order that the Company may realize the economic and non-economic benefits of the Local Incentives and other assistance offered herein or made available hereby.

J. Assignment

Except as otherwise provided for in this Section, no Party shall have the right to assign this Agreement or any portion hereof, or any of its respective rights or obligations hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed; provided, however, such consent is not required for assignments by the Company to one or more Affiliates designated by the Company. The Company shall provide the Town written notice of an assignment to an Affiliate within ten (10) business days after such assignment. For the purpose of this section, an "Affiliate" means any entity that directly or indirectly controls, or is controlled by, or is under common control with, the Company. .

K. Certificate of Authority

The Company or any assignee shall ensure a Certificate of Authority is filed with the North Carolina Office of the Secretary of State to transact business in the State of North Carolina as required by North Carolina law promptly after the execution of this Agreement.

L. Audit Right

The Town reserves the right to require that the Company provide to it a certified audit (at the Town's expense), or to perform (upon five (5) business days' notice to the Company and during normal business hours) an audit through the use of the Town's staff, in order to confirm the Company's material compliance with this Agreement and any reimbursement of costs associated with Self-Help. Any such audit will occur no more than once per calendar year during the BIG Term, will be limited in scope to the least amount of information necessary to confirm such compliance and shall be conducted in a manner to minimize disruptions to the Company's business operations, including being conducted remotely if feasible. To the fullest extent allowed by law, all of the Company's records provided to the Town shall (1) not be considered or deemed a public record, (2) be kept confidential (and the Town agrees to cause its employees, agents, auditors and other representatives, including any internal or external auditors, to keep such evidence confidential), (3) be "trade secrets" under N.C.G.S. §132-1.2 and will be marked as trade secrets, (4) to the fullest extent allowed by law be held as confidential information under N.C.G.S. §132-1.2 and other law. All such records shall remain the property of the Company to be returned after the Town's review, and may be used by the Town only for audit purposes.

M. Annual Report

If at any time the Company's annual report is not publicly available online for review, the Company shall provide a copy thereof to the Town as soon as it becomes available to the Company, but in no event later than six (6) months following the Company's fiscal year end.

N. Agreement to Cooperate

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the applicable Parties hereby agree to cooperate in defending such action; provided, however, each of the Parties shall retain the right to pursue its own independent legal defense.

O. Good Faith and Fair Dealing

Each party assumes a duty of good faith and fair dealing in the performance of its obligations and the enforcement of its rights under this Agreement. Unless specifically otherwise provided: (1) whenever a consent or approval is required from a party under this Agreement, the consent or approval shall not be unreasonably withheld, conditioned or delayed; and (2) whenever a party is required to make a determination under this Agreement, the determination shall be made reasonably, in good faith and without unreasonable delay.

P. Specific Performance

The Parties agree that any Company obligations regarding job creation or investment are not subject to a requirement of specific performance as other penalties for default in those areas are detailed elsewhere in this agreement.

Q. Termination

This Agreement may be terminated by the Company for any reason or no reason prior to the Town obligating funds to construct the Infrastructure upon thirty (30) days written notice to the Town. If at any time after the Town has obligated such funds and prior to the issuance of a certificate of occupancy for the Facility, the Company seeks to terminate the agreement, the Company shall consent to an assessment pursuant to Article 10 of N.C.G.S. §160A for the installation of the Infrastructure. The basis for such an assessment shall be as set forth in N.C.G.S. §160A-218 (3), i.e., the increased value of the land with the improvements of the Infrastructure. If not terminated by the Company, this Agreement terminates on December 31 of the year in which the Town makes its final BIG payment to the Company.

R. Future Grants

If at any time the Company anticipates an expansion of its operations in the Town beyond the scope currently planned for the Project, and has met or exceeded its commitments described above, the Town will review such any expansion plans with the intent to provide additional economic development incentives to the Company but shall not have an obligation to provide any particular incentives to the Company in respect of such expansion.

S. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement. The Parties agree that this Agreement may be electronically signed by one or more Parties. Any electronic signature used by a Party to sign this Agreement shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Agreement shall be construed to require a Party to sign this Agreement by electronic signature.

[Remainder of Page Intentionally Blank]

EXHIBIT LIST

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Economic Development Agreement to be executed as of the date and year first above written.

ATTEST:

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

Name: Linda McKinney
Title: Town Clerk

By: _____
Name: Randy J. Harrington
Title: Town Manager

[COMPANY NAME]

By: _____
Name: _____
Title: _____

Certified as to Legal Sufficiency:

ATTEST:

Name: John P. Schifano
Title: Town Attorney

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

Antwan Morrison
Finance Director, Town of Holly
Springs

EXHIBIT A
LIST OF FEES

EXHIBIT B

CUSTOMIZED REVIEW SCHEDULE

[NON WAIVABLE FEES]

	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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: Approve the minutes of the July 13, 2021 Workshop and the July 20, 2021 Business Meeting.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the Council's Workshop meeting held July 13, 2021 and Business meeting held July 20, 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. 7.13.21 workshop minutes - DRAFT
2. 7.20.21 minutes- DRAFT

Mayor and Council Workshop

6 p.m. July 13, 2021

Holly Springs Law Enforcement Center and Zoom



MINUTES

The Holly Springs Town Council held a budget workshop meeting on Tuesday, June 8, 2021 at the Law Enforcement Center and via video conferencing. Mayor Sears presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and five Council members were present as the meeting opened.

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

Council Members Absent: none.

Staff Members Present: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; Cassie Hack, Director Communications and Marketing; Jeff Wilson, IT Director; John Schifano, Town Attorney; Chris Hills, Director Development Services; Melissa Sigmund, Development Services; Sean Ryan, Development Services; Elizabeth Goodson, Development Services; Emmily Tiampati, Development Services; Rachel Jones, Development Services; Corey Petersohn, Administration; LeeAnn Plumer, Director Parks and Recreation; Antwan Morrison, Director Finance; Kimberly Keyes, Utilities and Infrastructure; LeRoy Smith, Fire Chief.

1. Overview: Randy Harrington gave an overview of the meeting agenda.

2. Holiday and Multi-Cultural Event Planning

Cassie Hack, Director of Communications and Marketing, said the purpose of this item was to provide an update to Council on proposed holiday events and strategies to develop more multi-cultural events for Holly Springs. This supports the Strategic Plan areas of Engaged, Healthy, and Active Community and Safe & Friendly. She discussed what staff has learned over the last year regarding the community's openness to new traditions, widespread interest in community events, crowd concerns as events grow in popularity, limits of staff resources and the need for non-profit partners, and the community's desire for more diverse events.

Ms. Hack said that the 2021 Happy Holly Days Parade will be a multi-department coordinated effort, in cooperation with Kiwanis, and will be on the second Saturday of December. Main Street Christmas events, other than the Tree Lighting, could move to Ting to proactively address COVID safety concerns for the children who cannot yet be vaccinated. The Tree Lighting would remain at the Cultural Center. Staff recommends seeking proposals from Holly Springs' nonprofit organizations to partner with the Town on the tree trail decorating and to provide volunteer workers during the event. She shared a calendar of potential events in December, noting that the Tree Trail and parade should be on different weekends, and the Tree Lighting moved to December 1st of each year. The Santa Cares program for children with special needs will continue, on the Saturday of the Tree Trail. The Fire Department Santa visits will continue this year as that was very popular. And the letter to Santa mailbox, with the assistance of the Holly Springs Run Club, will also continue this year.

LeeAnn Plummer, Director of Parks and Recreation, said that the goals for multi-cultural events are to offer a variety of events and activities that celebrate the cultural diversity of the

community and are important to our residents. Staff plans to establish an intentional and strategic schedule and event plan so that resources are available and decisions are made proactively after thoughtful consideration. But there is a need to be sensitive to staff capacity, so exploring partnerships will be important. The plan would be to start small and continue to expand as interest, resources, and partnerships are established and to use census data and/or a community survey question to help determine events, themes, and needs. For 2021, staff is looking to keep the traditional tree lighting, Main St. Christmas, and parade, and possibly add other events that recognize the religious make up of Holly Springs. Staff is also looking to establish an International Food Festival or something similar to showcase local vendors, include cultural music, dance, and entertainment. Staff is looking to expand their activity with the MLK Jr. Committee to expand the MLK Jr. Weekend events (i.e. Day of Service, speakers, etc.) to expand the Black History Walk, and to celebrate Juneteenth with a remake of Findings Patience as a musical at the Cultural Center, and an event at Womble Park with music, food trucks, etc.

Council discussed that, while Parks and Recreation continually evaluates programs, there were no plans at this time to eliminate programs. These would be additions. There was discussion about nonprofits that might be interested in assisting with events. Council agreed that using Census data to guide which events might be added, and bringing in partners to assist staff were good ideas.

3. New Hill Rd. / Old Holly Springs Apex Rd. Transportation Improvements

Elizabeth Goodson, Development Services, said the purpose of this item was to provide an update on development activity and coordination surrounding the realignment of New Hill Holly Springs Rd. and Old Holly Springs Apex Rd. Staff requests feedback on partnership and timing of construction of the road realignment with respect to proposed development. Ms. Goodson showed where the referenced intersection is in relation to surrounding developments, and what stages those various developments are in. There is a rezoning that is currently in review that is next to that intersection, as well as Green Oaks Tech Center which is in review, Thales Academy Addition which is in the pre-submittal phase. Emmily Tiampati, Development Services, showed the intersection on the Comprehensive Transportation Plan (CTP) and explained where the traffic will be coming from with the current and in-coming projects. She said that the intersections of Grand Place with New Hill Holly Springs Rd. and Old Holly Springs Apex Rd. with New Hill Holly Springs Rd. were CTP Hot Spot Special Studies Locations and were being studied to see if either should be converted to a roundabout, or should be a signalized intersection. Preliminary information indicates that a roundabout may not be the best solution for these locations.

Rachel Jones, Development Services, said that in 2019 staff received feedback from Town Council to evaluate the realignment need and the town started evaluating the percent impact and determining fees-in-lieu. She said the fee-in-lieu was assigned assuming an approximately \$1,500,000 cost to realign the intersection. The fees-in-lieu are generally collected with Construction Drawing approval and no funds have been collected to date. She said that Regency Subdivision has been assessed \$157,500 which is expected in 2021. Oakview Innovation Park Phase 1 has been assessed \$225,000 and payment is expected in late 2021 or early 2022. Oakview Innovation Park future phases, Old Holly Springs Apex Rd. rezoning, and Green Oaks Tech Center PUD have not been determined yet.

Council member Kelly asked if this was just the fee-in-lieu for this intersection, not other impacted intersections. Ms. Jones and Ms. Goodson said that yes, these amounts are only for this intersection. These projects may have other impacts, but those are not included in this estimate.

Ms. Goodson said there was a gap in the amount of fees-in-lieu, collected and anticipated, and the cost of the project. This gap could be between \$400,000 to \$1,120,000, depending on the timing of the projects coming in. She said there were options on funding including a STIG, General Fund fund balance, and the 2018 Transportation Bond funding. She said the first two would probably be the preferred source of funding. She discussed the timing and the impact of the surrounding developments in the area.

She said that next steps could include developer agreements for the Old Holly Springs Apex Rd. Rezoning project with them paying a fee-in-lieu for realignment to be done by others. They are concerned about whether the realignment would delay their project or if they could continue moving forward. Another next step could be entering into a developer agreement for the Green Oaks Tech Center to construct the realignment, with them receiving funds for a portion above the project impact. There was discussion of how much it would take for the Town to front the expense and be reimbursed by current and future projects.

Council member McGrath asked what the actual cost of the realignment would be. Ms. Jones said staff has been working with the petitioner for the rezoning and Timmons provided an estimate closer to \$1.8 million, but as we get closer to a detailed design those costs could go up. The current fees-in-lieu are based on the \$1.5 million estimate, but future fees-in-lieu could be based on the higher cost. Council member McGrath asked if a roundabout was included in this cost. Ms. Goodson said a roundabout would probably cost more, but it was not cost, but functionality that made the roundabout a less desirable solution in this area. Council member Kelly said that it was hard to focus on fixing this one intersection when the Grand Hill Place intersection is such a problem. She thinks we need to look at all the intersections in this area as a whole. Ms. Goodson said that all the intersections in that area are being looked at as part of the CTP update, but these were identified as hot spots and were looked at sooner. MPT Berry said he was concerned about not having a plan for the whole corridor before fixing this intersection, and about waiting for the "last developer" to fix the problem. He said the quickest way would be to use tax payer money to fix it now and be reimbursed by developers. But he prefers an agreement, through a Synthetic Tax Increment Grant (STIG) to fix the corridor.

Council member Villadsen asked if Carolina Springs had any contribution towards this intersection. Ms. Jones said that Carolina Springs' TIA did not include this intersection and was approved prior to this assessment. These are the first projects that have a direct impact on this intersection. Randy Harrington, Town Manager, said that if it was Council's desire to go ahead and realign this intersection, there were options to fund it through the Town, but it might require using some of the bond funds. Council member McGrath asked how quickly the work could be done if the money was available today. Ms. Goodson said there would be design time and then construction, but it would be two to three years. Council member McGrath said that would put it right at the peak traffic time for the construction of the FUJIFilm project. Council member Wolff said that a project on this side of town, with this much development, makes sense for the use of bond funds. Council member Villadsen asked if there would be full knowledge of the CTP before moving forward on this intersection. Ms. Goodson said that in order to move things along, staff might need to make decisions on who is responsible before the full CTP is ready. Council member Villadsen said he was concerned that there might be unintended side effects with other areas getting more traffic if this was done before the CTP is completed. Council member Kelly asked for the top ten hot spot intersections. Ms. Tiampati said there were only four; GB Alford at New Hill Rd. / W. Holly Springs Rd. (NE quadrant); Avent Ferry Rd. at Cass Holt Rd./ Capeside Ave.; New Hill and Grand Hill Place and Old Holly Springs Apex Rd.; and Main Street at Third St. There are three Safety Analysis locations: Cass Holt Rd. and Rex Rd.; Main St. and Earp St.; and GB Alford Highway from Bennet Knoll Parkway to Ralph Stephens Rd./Teal Lake Drive.

She said the hot spot reports will be received from Kimley Horne later this month or in August, and the complete CTP in the fall.

Mr. Harrington said his understanding of what Council wanted was that the realignment and rezoning approval be delayed until there was a plan for the entire corridor, and they said that was their consensus.

4. American Recovery Plan

Corey Petersohn, Finance, said the purpose of this item was to give Council an update on the American Rescue Plan (ARP) Act funding and to request feedback on preliminary allocation recommendations. A resolution to accept the funds will be brought before Council at the July 20th meeting. Mr. Petersohn said the Town anticipates receiving \$12 million in funding from the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) and the Department of the Treasury has issued an interim final rule on implementation of this funding. Staff are closely monitoring guidance from the NC Pandemic Recovery Office (NCPRO) as well as professional organizations like the NC League of Municipalities.

He outlined the five types of eligible expenses that these funds could be used for. Randy Harrington, Town Manager, said that the eligible expenses that apply to Holly Springs would be to address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector; and to invest in water, sewer, and broadband infrastructure, including making necessary investments to improve access to clean drinking water, support vial wastewater and stormwater infrastructure, and to expand access to broadband internet.

Mr. Petersohn said that a preliminary recommendation for APR allocation would be \$5 million, approved in the Community Investment Plan (CIP), for Holly Springs Rd. Phase 2 Force Main and 12 Oaks Pump Station projects; \$6.5 million to reserve for water and sewer projects; \$400,000 to reserve for stormwater infrastructure projects; leaving \$100,000 unallocated. The funds must be obligated by December 31, 2024 and expensed by December 31, 2026.

Council member McGrath asked if these projects were “audit proof.” Antwan Morrison, Finance Director, said that staff would not treat this any differently from other grants as far as audits. Mr. Petersohn said that from the guidance staff has received, these would be acceptable expenses. He said that next steps would be passing a Resolution on July 20th to accept the funds, and future appropriation of additional funds.

Council member Kelly asked if we could invest the funds and get interest while we wait. John Schifano, Town Attorney, said there is a requirement that the funds be segregated and any interest accounted for, and the interest must be used for the same types of purposes.

Council member McGrath said he attended a webinar on affordable housing and additional funds are available for that. He would like to include that in any discussion going forward.

5. Fire Station Three

Daniel Weeks, Assistant Town Manager, said the purpose of this item was to provide an overview of site evaluation developments since Council's retreat, and to update them on the current status of activities, and anticipated next steps in the planning and design. He said we were not as far along as we hoped to be due to some curve balls thrown at them lately. He showed the location for the fire station, both the originally proposed "triangle site" and the Town Center site.

He reminded Council that at the retreat, they had discussed moving the fire station from the triangle site to the Town Center. He outlined the process of the discussions with Shenandoah Homes who had first said the Town Center site was acceptable, then indicated that it was no longer viable. Staff further investigated what would be required to build on the triangle site, and found it deficient in terms of site distance (NCDOT has safety concerns about the placement of a driveway) the requirements for large retaining walls and stormwater control device; the timing of sewer access, and the need to cross a natural gas line. Staff went back to Shenandoah Homes with these significant concerns and they are now willing to consider locating Fire Station Three in the Town Center. Shenandoah Homes is working on a new Town Center site layout, perhaps including the fire station. Staff would need to develop a Letter of Intent outlining expectations of Shenandoah Homes and the Town going forward. Shenandoah Homes may not have the ability to provide all the details, because sewer is being brought in by Lennar. Staff could also work with other partners to evaluate other potential parcels as a backup plan. This could be done simultaneously with working with Shenandoah Homes.

Council discussed the terms under which the land for the fire station was to be acquired from Carolina Springs, and the value of that land. John Schifano, Town Attorney, said that the land would be appraised and the value of the appraisal would be offset by fee credits, so it was a net-zero. The Town will either spend money on land, or on fee credits. The developer has to provide a suitable site before he can submit his development. But the goal should be to get the best parcel for a fire station, not the best free parcel. It was discussed that a flatter parcel could be less expensive to build on, and thus could offset the price of the land. Council discussed whether moving the fire station from this area would affect the ISO rating, and Chief Smith said it would not, as that was town-wide. Mr. Harrington said that if we were not able to lock down a path forward with Shenandoah in the next few months, staff would need to look at alternatives. Council agreed that there was some urgency behind figuring this out with the development and growth in the area and that working with Shenandoah and looking for alternatives at the same time would be the best way forward.

OPEN DISCUSSION

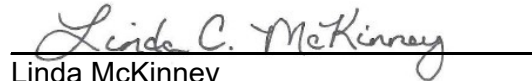
Mr. Harrington said that Council had been working on amending the Economic Development Policy and then Fuji and other large projects came in and work on the policy was delayed. The draft is ready and will be brought back to Council now that those projects are completed.

Closed Session: Motion to enter closed session pursuant to NCGS 143-318.11(a)(3) to discuss a litigation matter related to Green Oaks Crossing was made by Council member McGrath with a second by Council member Villadsen and passed with a unanimous vote.

Motion to leave closed session was made by Council member McGrath, seconded by Council member Villadsen, and passed with a unanimous vote.

5. Adjournment: There being no further business for the evening, Motion to adjourn was made by Council member Kelly second by Mayor Pro Tem Berry and passed with a unanimous vote. The July 13, 2021 meeting of the Holly Springs Town Council was adjourned at 8:32 pm.

Respectfully Submitted on Tuesday, August 17, 2021.


Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, July 20, 2021 in person and via video conferencing. Mayor Sears 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 Sears, Mayor Pro Tem Dan Berry, Councilmen Peter Villadsen, Shaun McGrath and Aaron Wolff, and Councilwoman Christine Kelly.

Council Members absent: none.

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*; Irena Krstanovic, *Director, Economic Development*; Elizabeth Goodson, *Development Services*; Melissa Sigmund, *Development Services*; Rachel Jones, *Development Services*; Beth Trautz, *Development Services*; Antwan Morrison, *Director, Finance*; Corey Petersohn, *Finance*; Kendra Parrish, *Executive Director of Utilities and Infrastructure*; Capt. Mike Patterson, *Police*;

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor Jahmar Cobb, of Oak Grove Missionary Baptist Church.

4. Agenda Adjustment: The July 20, 2021 meeting agenda was adopted with changes, if any, as listed: item 10 pulled to New Business.

Motion: Berry
Second: McGrath
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: none.

The following comments were received in person: none

Recognitions

5. F3 South Wake Donation

Captain Mike Patterson, Police Department, said that F3 South Wake, a national network of peer led workout groups for men, based on Fitness, Fellowship, and Faith, had raised \$3,500, through numerous events over the last nine months, to donate to the Holly Springs Police Department to supply first aid equipment for front line officers. He thanked F3, and the local businesses who had assisted in the fund raising to make this possible. They have assisted with Help a Neighbor Rock Event, Shop with a Cop, and Angel Tree events, and they help spread mulch at Bass Lake Park. Captain Patterson recognized local businesses who supported the fund raising.

6. Proclamation recognizing Olympic Diver Andrew Capobianco

Mayor Sears read the Proclamation honoring Holly Springs' hometown Olympic athlete, Andrew Capobianco. He said the best wishes of the Town go with him to Tokyo. The Proclamation was presented to his parents, Michael and Darlene Capobianco.

Public Hearings

7. 4900 Optimist Farm Rezoning

Melissa Sigmund, Development Services, said that the purpose of this item was to consider a request for rezoning of 13.17 acres from R-30 to LB CU & RMF-8 CU. She showed the location of the property on Optimist Farm Rd. near the Sunset Lake Commons shopping center. The adjacent properties are already zoned LB: Local Business. The existing zoning is R-30, and the property is bisected by a large environmental feature. The applicant is requesting a split zoning, of LB CU: Local Business Conditional Use on the Optimist Farm Rd. side of the property, and R-MF-15 CU: Multifamily Residential Conditional Use on the north side of the property. There are no development plans in place for the northern part of the property, but the applicant would like to position it to be developed residential. Ms. Sigmund showed where the divide between the two parts of the property would be, as well as the proposed tree preservation area, along the environmental feature.

Ms. Sigmund said the developer has offered the following conditions and commitments:

- A residential maximum of 25 units, single-family or townhomes, no condominiums or apartments.
- At the time of any development north of Beaver Dam Creek, they will dedicate a Greenway Easement and either construct the greenway or pay a fee-in-lieu.
- At the time of any development north of Beaver Dam Creek, the future extension of S. Bell Haven Rd. and a public right-of-way connection to the east shall be designed, permitted, and dedicated to the Town of Holly Springs, and developer will pay design, permitting, and impact fees for future utilities to serve the development north of the Beaver Dam Creek.

Ms. Sigmund said that the developer will pay the standard fees, with dedication and construction of streets and rights of way per the Town's Comprehensive Transportation Plan. The developer will discuss the construction of an on-site side path and dedication of greenway, and fee-in-lieu of greenway construction.

Rachel Jones, Development Services, said that there is existing sanitary sewer and existing water available for connection with development. She said a Traffic Assessment Report (TAR) was completed with this rezoning petition, studying the site drive and the intersection of Sunset Lake Rd. and Optimist Farm Rd. A result of the analysis recommends thoroughfare widening across Opt Farm Rd., to half the cross section. Sufficient right-of-way dedication will be provided. The developer would widen Optimist Farm Rd. along the site, including constructing a 10-foot sidepath, which would leave an approximate 350-foot off-site pedestrian gap between the site and Sunset Lake Rd. The applicant provided a supplemental memo to the TAR after the Planning Board meeting, stating that the right-in/right-out would be supported. With the Master Plan and Development Plans the TAR would be re-evaluated and transportation improvements would be shown on the plans. The developer would submit the driveway permit for review and approval by NCDOT, with a right-in/right-out driveway. The applicant has explored closing the gap in the sidewalk from the site to Sunset Lake Rd., and it was found not to be feasible.

Mayor Sears asked about the right-in/right-out driveway and how one would get in to the property if coming from Sunset Lake Rd. Ms. Jones gave examples of ways one could get into the property by taking Wescott Ridge Dr. to Bibleway Court. Council member McGrath said that if Bell Haven was extended, it would not go through to the southern part of the property. Ms. Jones said that was correct, but there were other possibilities that could be explored, such as a connection to Lassiter Rd.

Matt Beard, Parks and Recreation, showed where the proposed greenway and sidepath would connect to the existing greenways and sidepaths in the future. The proposed greenway through the property goes along the environmental feature. The ultimate goal would be to have the sidepath connect all the way to Sunset Lake Rd. The applicant is offering to pay a fee-in-lieu of

constructing the greenway, to give the Town time to assess the property and decide where best to put the greenway. Currently greenway connections are not available, and the applicant is offering to pay a fee-in-lieu of greenway construction. An off-site sidepath/sidewalk connection to Sunset Lake Rd. was determined to be unfeasible due to the topography of the terrain and the immediate slope as you get close to the intersection. Staff is prepared to work on a construction estimate for a fee-in-lieu for the greenway. The fee-in-lieu has been provided as a condition, so if Council does not want to accept this, it must be made in the form of a specific request to the applicant and they would have to agree to that condition.

Council member McGrath asked if the Town had what it needed in terms of property for a greenway. Mr. Beard said there was currently enough land, although the environmental feature is constructed by beavers, so we are not in total control.

Dana Rybak, Planning Board, said that Planning Board recommended approval with a vote of 7-2. The votes against were based on too many unknown aspects to the request, inconsistency with the Town's vision, and traffic concerns. Discussion included traffic and right-in/right-out access to the site, the results of the neighborhood meetings, as well as concerns regarding the impacts of additional residential development on traffic.

Josh Dunbar with EI Group, speaking for the applicant, said the applicants are Holly Springs residents of 23 years. It is a family business owned by the Rodney Brown family. They are local business owners, and own and operate Little Angels Prep Academy in Fuquay Varina. The Fuquay location has been in business for 11 years, serving working families with extended weekdays and weekend hours. He said the property is currently in the ETJ, but a petition for Voluntary Annexation has been filed. He shared the reason for the split zoning request. There is a purchase agreement on the north part of the property, along with two adjacent properties, which requires a rezoning. He said it adheres to the Future Land Use Designation as Mixed Use. He said the applicant is offering a voluntary condition of a maximum of 25 townhome units, (although 64 units are allowed under this zoning), the construction of a 10-foot sidepath along Optimist Farm Rd. and a greenway easement and fee-in-lieu of greenway construction across the rear of the property, and to allow for the extension of S. Bell Haven St. for cross access. He shared a conceptual drawing of the preschool, and a future commercial development concept. He gave the qualifications and local connections of Jasmine Brown who will be the director of Little Angels Prep Holly Springs. The expected development schedule for the daycare, is to get master plan/development plan approval in the third quarter of 2021, commence construction of the daycare in the fourth quarter, with the daycare construction complete in the first or second quarter of 2022. He provided a handout to Council showing how the ultimate interconnectivity would work on the site.

Mayor Sears opened the public hearing and the following input was received: None.

There being no input, Mayor Sears closed the public hearing.

Council member Kelly said that this site is on a curved road, close to an intersection. If someone leaves the property heading to Sunset Oaks, how would they do that with the right-in/right-out? Ms. Jones said they could go left on Sunset Lake to Wescott Ridge. The circuitous route would be the temporary option until full build out when there would be other opportunities for connectivity with the development of the eastern and western parcels. The western parcel is in the development process today. The eastern property is not in the process. Council member Kelly asked what would keep drivers from making a U-turn at Sunset Lake. Ms. Jones said it is a signalized intersection. The applicant's transportation engineer is here if Council would like to hear from him.

Mayor Sears said the connection on Optimist Farm Rd is a challenge.

Mr. Dunbar said that Lassiter is a signalized intersection which allows a left turn. Drivers could make the U-turn there, to get back on Optimist Farm and not have to go through a neighborhood. This is a daycare which is a convenience destination. If it's not convenient, people won't go there. Pierce Olive is another connection that would allow a route in and out. Council member Kelly asked if he spoke to the Westcott HOA. Mr. Dunbar said that they were outside the

area he was asked to speak to. He said he did not recommend the Westcott route. They recommend the Lassiter route. He said most of the drivers that will come to this site are already driving on these roads and they will not add much traffic. Council member Kelly asked how many kids the daycare would serve. Mr. Brown said 75 children. He said that they have extended hours, so he doesn't think his facility will add much to traffic. Council member Kelly asked about the commercial building and Mr. Dunbar said that it was included in the TAR. There is no connectivity for the proposed townhomes, so they do not add any traffic.

Council member McGrath asked if any type of fees-in-lieu of road improvement along Optimist Farm Rd. was received from the developments further down Optimus Farm Rd. Ms. Jones said we have not collected any fees-in-lieu to this point, but there is a lot of development interest and it could happen going forward.

MPT Berry said the parcel immediately to the east is RMF-15. Anyone who buys it can put apartments there. Splitting the zoning, and allowing the back to be limited, could prevent apartments from going in and creating more traffic. This is a break in connectivity to Sunset Lake, but given the topography, it doesn't make sense to install a sidewalk that would have to be ripped up when new development goes in. He doesn't see the practicality of making them do that and likes the RMF-8 zoning to prevent a future RMF-15 going in.

Council member Villadsen said if we're going to have someone come in and put in the connectivity, it has to start somewhere. He has some issues with the right-in/right-out, but that is the price of being the first one to develop there. Council member Wolff said he agrees that the most likely scenario is drivers will use Lassiter. He thinks this is a good use for this site and agrees with Councilman Villadsen that we have to start somewhere. Council member McGrath asked if the intent was to be less dense. Mr. Dunbar said the commitment is in from the developer that it would be less dense.

Action: Motion to adopt Rezoning Ordinance RZ21-03 to adopt statement of compatibility and to approve rezoning.

Motion by: Wolff

Second by: Villadsen

Vote:

Aye: Berry, McGrath, Wolff, Villadsen

Nay: Kelly

The motion passed.

Consent Agenda

The Council passed a motion to approve all items on the Consent Agenda except item 10 which was removed for discussion. The motion carried following a motion by MPT Berry, a second by Council member Villadsen and a unanimous vote. The following actions were affected:

8. Minutes – Council approved the minutes of the Council Business Meeting held June 22, 2021.

9. Municipal Concurrence for Setting the Speed Limit on Woods Creek Rd. – The Council approved Ordinance 21-29, setting the speed limit of 45 MPH on Woods Creek Rd. between Fellowship Rd. and Old Holly Springs Apex Rd.

A copy of the Ordinance 21-29 is attached to these minutes.

11. Capital Project Ordinance Technical Amendments – Council adopted Ordinances 21-30, 21-31, 21-32, 21-33, 21-34, and 21-35, amending capital project ordinances.

Copies of Ordinances 21-30, 21-31, 21-32, 21-33, 21-34, and 21-35 are attached to these minutes.

12. Avent Ferry Forcemain Change Order #1 – Council approved a change order of \$204,572 with approved project contingency funding for the Avent Ferry Forcemain Project.

13. Resolution to Accept American Rescue Plan Act Funds – Council approved Resolution 21-18 to accept American Rescue Plan Act funds.

A copy of Resolution 21-18 is attached to these minutes.

14. Resolution supporting Memorandum of Agreement on Opioid Litigation Proceeds to Wake County – Council approved Resolution 21-16 supporting a Memorandum of Agreement between the State of North Carolina and local governments on proceeds relating to the settlement of Opioid Litigation, and any subsequent funds that may come into North Carolina as a result of the opioid crisis.

A copy of Resolution 21-16 is attached to these minutes.

NEW BUSINESS

15. Southern Crossroads Master Plan Amendment and Development Plan

Melissa Sigmund, Development Services, said the purpose of this item was for Council to consider a request for a Master Plan Amendment and Development Plan for Southern Crossroads. She said this is the final section of this development, along Ralph Stephens Rd. and Southern Crossings Blvd. It is designated Mixed-Use and Neighborhood Center on the Future Land Use Map, and zoned CB: Community Business and R-MF-15 Multi-family Residential. The requested amendment to the approved Master Plan is to reduce the 25-foot Type C bufferyard to a 10-foot Type A bufferyard. This is now permitted by the UDO as the adjoining properties are commercial, whereas when the Master Plan was approved, they were not.

Ms. Sigmund said the Development Plan is for a 4.9-acre site, with three buildings for medical office use. They will total approximately 22,400 square feet, and have 122 parking spaces.

Rachel Jones, Development Services, said a Traffic Impact Analysis (TIA) was completed with the Southern Crossroads Master Plan and a TIA verification letter submitted with the Development Plan. There are existing turn lanes and an existing sidewalk along the frontage on Ralph Stephens Rd. There is a future cross access that will connect Village Gate with Ralph Stephens Rd. Both watermain and sewermain extensions will be constructed to serve the development and connect to the Village Gate project. Council member McGrath asked for clarification on whether there was a planned connection point to Village Gate. Ms. Jones said there was not.

Dana Ryback, Planning Board, said the Planning Board recommended approval of the Master Plan 8-1-0 and the Development Plan 9-0. The member voting against the motion was concerned about making any changes that reduce the number of trees. An additional motion was made requesting Council specifically discuss the possibility of adding electric vehicle charging stations, which passed 9-0. The applicant said this was something they would consider.

Bill Brian, Morningstar Law Firm, attorney for the applicant, said that the Southern Crossroads project is a group of interrelated developments, and this is the final piece. He said Jack Smyer of the development team would be speaking. He had other team members available by phone or in the chamber if Council had questions. He turned the presentation over to Mr. Smyre.

Mr. Jack Smyre of The Design Response, said the proposed Medical Offices would be across Ralph Stephens from the Britthaven Senior Living and the Exchange at Holly Springs apartments. The amendment adjusts the setback dimension and nature of the buffer adjacent to Village Gate to the north, and Collins Park to the east. He said when the Master Plan was approved in 2017, both of these adjoining tracts were undeveloped and zoned residential. Both adjoining tracts are now zoned CB: Commercial Business, the same as the northern 4.93-acre Southern Crossroads tract. The current 25-foot setbacks, required when commercial is adjacent to residential, are therefore being requested to be amended to the 10-foot setbacks required in the UDO for commercial to commercial. On this tight triangle of property, every foot matters, so they request this setback. The Type C buffer is requested to be changed to Type A for the same reason.

He showed the location of the buffer and setback along Ralph Stephens Road and Southern Crossings Boulevard.

Mr. Smyre described the development plan for this portion of the Southern Crossroads Master Plan as adjoining Village Gate to the north and Collins Park to the east. There will be full-movement access to Ralph Stephens Rd. at a future median break. There will be three single-story medical office buildings. A site drive will enter from Southern Crossings.

Mr. Smyre shared the landscape plans for the site, as well as drainage and stormwater. He showed where patio areas would be on the east and west sides of the buildings. The parking is well screened and behind the building. There is a loop for emergency vehicles to turn around. There would be an easement for a connection to Village Gate on the narrow edge of the triangle.

He shared elevations of the three buildings, and discussed materials and colors. Building 1 will be 5,000 square feet, Building 2 will be 9,000 square feet, and Building 3 will be 8,400 square feet.

Mr. Smyre said the Planning Board was concerned that if Ralph Stevens was widened, some of the landscaping would be lost. It was their opinion that that will not happen for a long time so the landscaping will be there for a long time. If and when it occurs, landscaping could be reinstalled if it were allowed in the right of way, or in the front yards. They have sought no exceptions or alternative plans. Mr. Smyre said that in his opinion they meet all the UDO requirements for setbacks and landscaping. Another concern mentioned was providing for electric car chargers. At the construction plan level they will suggest putting the conduit in. But they want to wait for the level 3 chargers to arrive before actually installing a charger. To address the level of parking, they have provided exactly what the ordinance requires. Clinics have different parking needs from normal offices, and this plan meets the needs for this type of office. The Planning Board asked if they considered a two-story building. Mr. Smyre said that would make the parking difficult. The smaller buildings allow parking to be placed behind. The one story also allows them to configure the interior space to suit tenants who may have different needs for plumbing, etc.

MPT Berry said that the initial cross connection to Village Gate discussed was at the Southern Crossings Boulevard, and the applicant's concern was that they would lose 3 or 4 parking spots. This plan has no parking spots where that access would have been, and is now for trash dumpsters. Mr. Brian said when the design was finished and sewer easements were laid out, it was a safety issue to have the connection in the middle of the property. Village Gate was just as against this location as they were. They negotiated with the Village Gate team, got the blessing of NCDOT and hope that the Council will bless this plan. The problem with a cross connection is the people walking from their cars to the clinics, and the daycare on the Village Gate side being impacted by traffic. MPT Berry said the cross connection provided is a stub, with ten feet unconnected. He asked what the safety concern was with that. Mr. Brian said it was the same safety issue with cars driving through their parking lot.

Council member McGrath said that from a fire protection point of view, for three office buildings, there is a single point entry and exit, and he is concerned about that. He doesn't think many people would cut through, unless they were going to a medical appointment at the office, or dropping their children at the day care. Otherwise they would not cut through. This is an "island" and the fire safety issue concerns him. Mr. Brian said the special turn around makes the property meet the state fire code. They met with the Fire Marshall and discussed it with the staff. It was determined that this is acceptable.

MPT Berry asked if the lack of connection at the stub was a result of the original settlement agreement. John Schifano, Town Attorney, said the original settlement agreement did not talk about this level of detail. There is a current litigation and this access issue would resolve that lawsuit. MPT Berry thinks this would be a commonsense connection. Council member Kelly said she was disappointed in the lack of connectivity, since it is commercial to commercial, where you would expect more connectivity. She said some of the logic for only one story feels disingenuous, and she was frustrated that there was no desire to work with the Town more. It is for the benefit of our residents to have more connectivity.

Council member McGrath asked if there was any connectivity to the proposed greenway being put in by Village Gate. Mr. Brian said the issue had never been raised. Council member

McGrath said he would recommend the 5-foot connection, to allow people to walk down the greenway to the Walmart. Mr. Brian said he was not authorized to make promises, but he suspected his client would be willing to put in that sidewalk. Council member McGrath asked Mr. Schifano if the buffer amendment was a by-right amendment, since the adjacent properties are now commercial. Mr. Schifano said that there is a permit choice rule in NC, so if there is a change in the law, the landowner gets the benefit of the change. He does not believe Council has the discretion to deny a site plan amendment on the buffer issue. Council member McGrath said it is the extra 15 feet that allows you to develop this odd-shaped property. But he thinks it would make sense to have a more opaque buffer on the north side, between this property and the daycare.

Council member Kelly asked if there was a better location for the dumpsters instead of at the main entrance. Mr. Brian said he doesn't see that as any different from other sites he has seen. It's all about the garbage truck. They don't want to weave through the parking lot. The dumpsters are gated and closed.

Council member Wolff said he can accept the argument on the cross access with the Village Gate in the middle of the site having safety concerns. He does not believe those apply to the side access. He agrees with the Mayor Pro Tem that he is glad it is ending. But he would like to say for the future, you are doing only what is required, and that is not necessarily the most productive way to do business with this community, and an access point there would be beneficial to this community. For future consideration, having a relationship where we only do what is required of each other is not the most productive way to move forward.

Council member Villadsen says it seems to be the staple of this project to do only what is required. He said he hopes it is the last chapter of this book they have been forced to read. Council wants to be happy with projects and feel that we have all come away as winners, but this doesn't seem to often be the case with this entire project. Even with the 10-foot buffer, it seems that you want this property to be isolated from Village Gate and they want the same thing, so a 25-foot buffer would have reinforced that and not confused people on either side that there is no connectivity.

MPT Berry asked if we should memorialize the greenway construction and the buffer density that Mr. Brian's client agreed to over the phone. Mr. Schifano said conditions can be placed on rezonings if they are the product of a voluntary agreement with the developer. This is a site plan. He would suggest that if Council feels strongly about it, the buffering might be a little bit more because you have to deal with arrangements, different drawings, and different issues. But the 5 foot sidewalk could be made a condition without much consternation. But if you feel strongly about the buffer you might need to table it and bring it back on August 17th. It has been the Town's position that Council gets to determine where roads and access points are. If you want to force the issue and litigate it, and put the access point where staff believes it should be, you could do that. He said that Council has discretion when it comes to site access points and transportation in your town.

Mr. Brian said Mr. Powell gave him permission over the phone to commit to the 5-foot sidewalk and he is willing to investigate the denser buffer, but it would take study and he won't commit to that at this point.

Council member McGrath said there has been a lot of discussion about trying to separate these two developments, Southern Crossroads and Village Gate, but the less dense buffer doesn't look like you are trying to separate them. You are trying to force non-connectivity, and yet build an opaque buffer. To him it is a non-starter if they cannot have more opaque buffering. Mr. Brian said he was sure they could make it more opaque, but he could not commit to how much more opaque. But he could agree to a condition on connecting to the greenway.

Council member Kelly said that she would like to memorialize in writing any agreements because there is a pattern of doing only what is required with this development. Mr. Brian said he had made a commitment to connect to the greenway, but he was not willing to put anything in writing about the opacity of the buffer.

MPT Berry asked about the position on the connection to the stub and if it was a non-starter. Mr. Brian said it had been the subject of months of negotiation to get it where it is, and was probably a non-starter.

Council member McGrath asked staff to address fire concerns. Ms. Jones said, in coordination with Wayne Strickland of the Fire Department, because of the design of the buildings,

the secondary access was not required by NC Fire Code. Staff coordinated, and this turnaround is where they landed to meet the engineering design construction standards, and the NC Fire Code. Typically interconnectivity is required between sites, but it is sometimes up to the discretion of the director. In this site we have highlighted that it would be normally beneficial, but these applicants have said that it was not desirable in this situation. Chief Smith, Fire Chief, said the way this is laid out now, he would be comfortable in reaching all sides of the buildings. Interconnectivity would be good in case there was a storm or another activity, but we could cut a path, that would tear up the buffer, if we had to. If it were a taller building we would be more concerned, but he is OK with this plan.

Mayor Sears asked that the Motions be put on the screen to be discussed.
Council discussed what conditions they would be comfortable with.

Action 1: Motion to approve Southern Crossroads Master Plan with the conditions stated in the agenda packet.

Motion by: McGrath
Second by: Villadsen
Vote:
Aye: McGrath, Villadsen, Berry
Nay: Kelly, Wolff
The motion passed.

Council discussed what conditions could be added regarding buffer opacity, connectivity, and safety. They discussed whether access limited to emergency vehicles only was sufficient and whether adding conditions or tabling the matter would cause delays for Village Gate, and whether the public should be educated about the lack of connectivity at this site.

Action 2: Motion to approve Southern Crossroads Medical Office with the conditions stated in the agenda packet, and the additional conditions of constructing a 5-foot sidewalk to connect to the existing greenway, that the 10-foot buffer be increased to the maximum opaqueness possible in conjunction with the Village Gate Developer, and that a connector road be in place with sufficient pavement and infrastructure to allow full access with a Knox-box for emergency vehicles.

Motion by: McGrath
Second by: Villadsen
Vote:
Aye: McGrath, Villadsen
Nay: Wolff, Berry, Kelly
The motion failed.

Action 3: Motion to approve Southern Crossroads Medical Office Development Plan with the conditions stated in the agenda packet, and the additional conditions of constructing a 5-foot sidewalk to connect to the existing greenway, that the 10-foot buffer be evaluated to increase to maximum opacity possible, and to require an interconnection from the site parking lot to the cross-access drive as shown on the Development Plan.

Motion by: Berry
Second by: Kelly
Vote:
Aye: Berry, Kelly, Wolff
Nay: Villadsen, McGrath
The motion passed.

16. Arbor Creek/Middle Creek Greenway Contract Change Order for Linksland Dr. Connection

LeeAnn Plumer, Director of Parks and Recreation, said that this item was for Council to consider a change order to the design contract to include a connection to Sunset Ridge North neighborhood via Linksland Drive for the Arbor Creek/Middle Creek Greenway project. The greenway is an approximately 2.8-mile greenway connecting Sunset Lake Rd. to Holly Springs Rd. with various connections. In February 2020 Council approved the design contract with SEPI, Inc. In April 2021 Council directed staff to include a spur connection to the Sunset Ridge North community via Linksland Dr. to the main trail. Construction funding for this project will utilize a portion of the remaining \$8 million from the 2011 Parks & Recreation bond funds. She showed the location of this connection on a map and provided an aerial view that shows the location of the creek and an unnamed tributary. She said the requested change order includes the design work for the additional 1,040 linear feet, and wetland and stream delineations, permitting, geotechnical investigation, structure (bridge) design, greenway design, and changes to the bid specifications.

MPT Berry asked if this would come out of contingency or is this additional. Ms. Plummer said this is additional because contingency is also meant for administration costs. Council member McGrath asked if this includes the removal of the other connection. Ms. Plummer said that the removal of the other connection does not save any money.

Action: Motion to approve the change order from SEPI, Inc., in the amount of \$85,010 for design of the Linksland Dr. connection to the Arbor Creek/Middle Creek greenway project.

Motion by: Berry

Second by: McGrath

Vote: unanimous

10. Street Name Change Request

Council member McGrath said he asked that this be pulled due to the discussions around Pine Springs Academy. His concern was that this furthers confusion about the connection and he would like to make it very clear that even if this road is to be renamed, there is no plan to connect this road to Catha Drive until such time as Easton Acres property is sold and rezoned and redeveloped. There is no intent to make this connection at this time. And he does not want residents to think that this will be connected any time soon. He asked if the name change was needed at this time, if there is no intent to connect.

Council member Kelly said she was in agreement, particularly with the sensitivity in this area. MPT Berry said he agreed that the clarity is important, but was agnostic about the renaming. Council member Villadsen thinks it would be confusing to have two sections of Richardson St. that did not connect. Council member Wolff agreed that having two sections can be confusing, but would err on the side of changing the name earlier rather than later, as it could cause more confusion later.

Beth Trautz, Development Services, said that because it is part of the Comprehensive Transportation Plan the Town could change the name now to prevent future confusion. Because nothing is addressed off of Cachet, it could also be changed later. But if a business comes in that faces Cachet, we should move forward with the name change because it is very difficult to change a street name after something is addressed off of it. Council member Wolff said the first development would trigger the name change and that would be sufficient.

Action: Motion to deny renaming Cachet Street to Richardson Street.

Motion by: McGrath

Second by: Berry

Vote: unanimous

OTHER BUSINESS

Mayor Sears said he was grateful for all the support during his illness and absence. Council member Kelly said one of our residents, Andy Wantz was called up to the LA Angels baseball team on July 3rd. Also, she said it was the beginning of Eid al-Adha and she sent a blessing to our Muslim neighbors and recognized their holiday. Council member McGrath said there was a positive discussion with the landfill group. They are continuing to move forward. There is an additional weather station to be put in place at the landfill in September, and three eNose sensors to verify what people are smelling. Wake County is working on a new communications officer, and a new reporting system.

MPT Berry reported a good Samaritan action. His in-laws were stopping at Chik-Fil-A when a worker passed out. They hopped out of the car and administered first aid until the first responders arrived and took over. The worker is fine.

Council member Wolff said he was concerned about Corona virus spread in the community. With the new Delta variant he said he was concerned that it is spreading particularly among young people. Only 57% of the population in Wake County has been vaccinated and he would encourage people to get vaccinated if possible, because it protects against the new variant and will help protect young kids who cannot yet be vaccinated. Mayor Sears said he encourages everyone to get vaccinated. He then announced that on July 31st at 1:00 a memorial service for Gerald Holleman, former mayor, will take place at the Apex Baptist Church on Salem St.

MANAGER'S REPORT

Randy Harrington, Town Manager, said that over the past nine months Scott Chase has been acting Development Director and he recognized him for leading that group. And then he publicly introduced Chris Hills, the new Development Director. Chris went through a rigorous assessment process, and with that it came out that he was very experienced with UDO rewrites. He is a strong team leader, and a strong believer in technology. An excellent communicator, approachable with high customer service orientation. Three of his former employees have gone on to become Planning Directors in other municipalities which says a lot about his leadership. He asked him to say a few words. Mr. Chris Hills said he was excited to be here and to join this team. He has been a professional planner in Wake County for 17 years so he has heard a lot about Holly Springs. What he has seen in this time is the great team that is here, and he is excited to join them. He lives in Clayton with his wife who is teacher, and their 16-year old son.

Next Tuesday, July 27th the Planning Board is having a meeting to discuss the UDO. This is not on Council's calendar but you are invited to attend. The Town Clerk will send out notice that there could be a quorum, but there will be no action taken at that meeting.

He asked John Mullis, Public Works, to give an update on the new garbage and recycling collection schedule. The new collection route is responsible for a 48 cent per month reduction for residents. Mr. Mullis said this was a reminder of the new schedule. The reason for this is to rebalance the route, which resulted in the savings. The change begins August 2nd. There is no change to the yard waste schedule. Marketing and outreach activities include last meetings' announcement, mailers from GFL going out, water bill inserts, the website and social media, HOA outreach, and an ad in Suburban Living. He showed examples of the targeted flier GFL sent out. For questions, contact GFL at 919-534-3708. GFL has set up this number just for Holly Springs residents for this change. He showed what the website update looks like. He said they would continue working with the Communications team to get the word out.

Council member Kelly asked if the flyer was going only to those impacted, or to everyone. Mr. Mullis said the flyer is going out to everyone. That way they will have something for their refrigerator. Council member McGrath said a lot of people were concerned that Wood Creek was divided because of 540. Mr. Mullis said that staff would go back and clarify that. Council member Kelly asked about annexation donut holes. Mr. Mullis said that during this process they were going through and double checking that only town limit residents were covered. Council member Wolff shared that public opinion was very positive. The only thing he heard was that people would pay more for recycling every week.

Town Manager Randy Harrington said that Council was off until their August 17th meeting.

CLOSED SESSION: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(4) to discuss three economic development prospects, and pursuant to N.C.G.S. 143-318.11(a)(3) to consult with the attorney on a legal matter, and N.C.G.S. 143-318.11(a)(6) to discuss the process for the Town Manager's annual review.

Motion by: Berry

Second by: McGrath

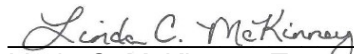
Vote: Unanimous

Motion to Seal the minutes of the closed session was made by Kelly, seconded by Council member McGrath and passed with a unanimous vote.

Motion to leave closed session was made by Council member Kelly seconded by Council member McGrath and passed with a unanimous vote.

Adjournment: Council member McGrath made a motion to adjourn at 10:45 pm. It was seconded by Council member Kelly and passed with a unanimous vote.

Respectfully Submitted on Tuesday, August 17, 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#: 8.

Consent Agenda

Title: Holly Springs Business Park Pump Station Phase 2 Upgrades (TOHS 21-011)

Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth

Staff Resource: Rachel Ingham, Utilities and Infrastructure, Kendra Parrish, Utilities and Infrastructure, Seann Byrd, Utilities and Infrastructure

Action(s):

Approve a contract with HIGHFILL in the amount of \$467,000 plus 10% contingency for a total of \$513,700 for the design of upgrades needed at the Holly Springs Business Park Pump Station.

Explanation:

- In March 2021, Utilities & Infrastructure prepared a Request for Qualifications (RFQ) seeking qualified consultants to design upgrades and obtain permits needed at the Holly Springs Business Park Pump Station.
- Project scope, design and obtain permits for anticipated phase 2 upgrades that will place the inactive wet well and two (2) new pumps into service, increasing overall pump station capacity to 4,050 gallons per minute (GPM).
- Six firms submitted responses to the RFQ.
- HIGHFILL was chosen to complete the design of the pump station upgrade based on evaluation of the Statement of Qualifications received and performance of follow-up interviews.
- Proposal criteria included:
 - Demonstrated relative experience in creating similar planning studies working with a diverse group of stakeholders and the ability to prepare user friendly planning products
 - Qualifications of the firm and personnel assigned to this project, demonstrating the consultant's capacity to complete requested services, experience completing similar projects, and experience with data collection and analysis related to the scope of work elements
 - Completeness of submitted proposal with all elements required by the RFQ
 - References to previous similar work

Background:

- The Holly Springs Business Park Pump Station was originally built in 2009 to serve the Holly Springs Business Park and surrounding residential areas. The original design included a phased approach for increasing capacity. In Phase 1, half of the pump station's underground storage tanks were placed into service for a permitted capacity of 1,740

- gallons per minute (GPM). With Phase 2 upgrades, capacity could increase to 4,050 GPM.
- Upgrades to the Holly Springs Business Park Pump Station are required to serve future development projects in the basin, including FUJIFILM Diosynth Biotechnologies.
 - Wastewater flows from FUJIFILM Diosynth Biotechnologies are significantly higher than those anticipated for users in the original Holly Springs Business Park capacity study; therefore, an updated study of the drainage basin will be required as part of the Phase 2 upgrades to determine whether 4,050 GPM is sufficient to meet the updated demands of the Holly Springs Business Park.
 - Wear and aging of existing equipment, operational constraints and challenges, electrical system performance, access to the pump station, capacity in the force main to the Uteley Creek Water Reclamation Facility, velocity of wastewater in the force main, and impacts from surrounding projects and pump stations will be evaluated and factored into the design of Phase 2 upgrades.
 - Holly Springs Business Park Pump Station Phase 2 Upgrade was anticipated and budgeted for in the FY 22 Community Investment Plan.
 - In order to meet the projected sanitary sewer needs and timeline for FUJIFILM Diosynth Biotechnologies, the Town should begin Phase 2 upgrades to the Holly Springs Business Park Pump Station now.

Funding Source(s):

Wastewater Treatment Plant Capital Project Fund - funded by a \$4,000,000 grant issued by the Golden LEAF Foundation

Attachment(s):

1. HSP2101_Agreement_Business Park PS FM_2021-07-30



AGREEMENT

AGREEMENT between the Town of Holly Springs ("CLIENT") and Highfill Infrastructure Engineering, P.C. ("ENGINEER") dated _____, 2021.

Pursuant to the attached Terms and Conditions, which are incorporated herein by reference, ENGINEER agrees to diligently and professionally perform professional services described in this Agreement for the proper completion of the Scope of Services. ENGINEER shall faithfully perform the Services required under this Agreement in accordance with the standard of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the work described in this Agreement and any Work Authorization. CLIENT agrees to pay for the Services performed by ENGINEER in accordance with this Agreement.

BACKGROUND:

The Business Park Pump Station (BPPS) was constructed in 2009 as an economic development funded project to serve the Holly Springs Business Park and surrounding residential neighborhoods. The pump station site and structures were laid out for expansion from two pumps to four pumps and related electrical gear. The initial duplex pump station has a permitted firm capacity of 1,740 gallons per minute (GPM) with a 16-inch force main. The existing equipment generally consists of a hydraulic driven Muffin Monster channel grinder, two 150 horsepower (HP) Fairbanks Morse 5-inch D4326MV pumps, a Kohler 450 KVA diesel fueled generator, electrical building that houses the motor control center, pump control panel, SCADA communications panel, and a Bioxide odor control feed skid.

The CLIENT desires to expand the existing pump station firm capacity. The desired firm capacity of the pump station is not known at this time. An upsized or parallel force main will be necessary to achieve the desired firm capacity.

SCOPE OF SERVICES:

ENGINEER will perform the following **Basic Services** upon Authorization:

Task 10 – Preliminary Technical Services

1. Facilitate the following in-person project meetings with CLIENT's staff:
 - a. Project kickoff meeting to discuss project team, project expectations, and schedule.
 - b. One project progress meeting.
 - c. Meeting to review the draft Technical Memorandum that summarizes the conclusions of the Preliminary Technical Services phase.
2. Receive and review the following:
 - a. Business Park Pump Station (BPPS) Preliminary Engineering Report prepared by Kimley Horn and Associates, record drawings, pump station assessment reports, recent pump drawdown testing, pump curves, O&M Manual for the BPPS and force main, and manifold force main drawings once the force main reaches the Utley Creek Water Reclamation Facility (UCWRF).
 - b. Oak View Master Sewer Plan, prepared by Timmons Group.

3. With CLIENT's staff assistance, perform pump drawdown test at BPPS. Town to provide design criteria flowrates and pump drawdown testing from connecting pumping systems that will share the influent force main into the UCWRF.
4. Perform a service area basin capacity study to estimate the ultimate buildout of the BPPS.
 - a. Receive from the CLIENT for the BPPS service area:
 - i. 3 years of historical pump run times.
 - ii. Existing sewer collection system layout in GIS format.
 - iii. Zoning and Land Use Planning information.
 - iv. Allocated, but not yet tributary, wastewater flow information along with other known planned developments that are in-process.
 - b. Estimate average daily flow into the BPPS from the provided data.
 - c. Develop a drainage basin service area map using Town/County GIS information.
 - d. Attend one coordination meeting with FUJIFILM or their engineer to receive planned average daily and peak hourly wastewater flowrates.
 - e. Estimate build-out flow based on undeveloped parcels, flow from existing customers, and allocated but not yet tributary flows within the drainage basin. Flow projections from undeveloped lands will be estimated based on current zoning and industry accepted unit flow rates.
 - f. Estimate peak hourly flow by applying industry standard peaking factors to the projected average daily flow.
5. Evaluate force main alternatives as follows:
 - a. Attend one coordination meeting with the Friendship utilities project team to discuss and coordinate potential shared pipeline corridors along Green Oaks Parkway
 - b. Evaluate the following three force main route alternatives:
 - i. Replace force main in place and/or parallel with larger diameter force main.
 - ii. Keep existing force main in service and install second force main generally parallel to the existing route.
 - iii. Keep existing force main in service and install second force main along a new, more direct cross-country route.
 - c. For each force main alternative, prepare the following hydraulic analysis:
 - i. Using SewerCAD modeling software, model the operation of the proposed BPPS expansion with the 12 Oak PS, Avent Ferry PS, and the proposed Carolina Springs PS in the manifold force main system at the WRF site.
 - ii. Identify hydraulic impacts of force main improvements on the shared WRF influent pipe and identify potential impacts to the 12 Oaks PS/FM, Avent Ferry PS/FM, and proposed Carolina Springs PS/FM.
 - iii. Identify an alternative to eliminate impacts from the BPPS capacity expansion to the three PSs that share the manifolded pipe into the Utley Creek Water Reclamation Facility (UCWRF), if there are adverse hydraulic impacts anticipated.
 - d. Identify easement requirements.
 - e. Identify potential pipeline materials and make recommendation.
 - f. Identify potential utility conflicts.
 - g. Prepare Opinion of Probable Project Cost (OPC)
6. Based on the required capacity expansion and the three FM alternatives considered, evaluate the pump station infrastructure components, as follows:

- a. Capacity of existing channel grinder.
 - b. Wetwell size and arrangement.
 - c. Pump arrangement and sizes
 - d. Valve vault and site pipe connection(s) between pumps and force main(s).
 - e. Electrical system improvements required.
 - f. Prepare Opinion of Probable Project Cost (OPC)
7. Prepare conceptual layout for new BPPS access drive as follows:
 - a. Identify corridor for new access road from Trinity Creek Phase 4 subdivision along with extension of reclaimed water and potable water.
 - b. Consider access to the wetwell with a combination jet/vacuum truck.
 - c. Prepare Opinion of Probable Project Cost (OPC)
8. Evaluate and make recommendations for the following BPPS operational improvements:
 - a. Replacement of the influent channel grinder.
 - b. Methods to reduce groundwater infiltration in the wet wells and valve vaults.
 - c. Rehabilitation or replacement of three slide gates.
 - d. Covered storage location for a spare pump.
 - e. Electrical surge protection upgrade.
 - f. Consider advantages and disadvantages of three types of pump starters:
 - i. Across-the-line starters.
 - ii. Soft starters.
 - iii. Variable frequency drives (VFD).
 - g. Contract and coordinate with an electrical engineering and HVAC professional services firm to provide electrical and HVAC design support services.
 - h. Determine location and requirements for a freestanding jib crane.
 - i. Lighting improvements in the electrical building and on the pump station site.
 - j. Grade modifications around the wetwell and valve vault to reduce trip hazards.
 - k. Prepare Opinion of Probable Project Cost (OPC) for each recommended operational improvement.
9. Prepare a Technical Memorandum summarizing the Preliminary Technical Services performed, present recommendations for the capacity expansion and improvements along with cost opinions as described above. The Technical Memorandum will also include the following:
 - a. List of anticipated permits required.
 - b. Preliminary figures as follows:
 - i. Pump station plan
 - ii. Pump station and valve vault plan
 - iii. Force main route alternatives map
 - c. OPC for the recommended improvement alternative.
10. Submit Draft Technical Memorandum (TM) for CLIENT review. (The design review meeting is included above.)
11. Address CLIENT comments received on the Draft TM.
12. Prepare and submit Final TM.

At the time of executing this Agreement, the pump station capacity and the force main size and length are not precisely known; therefore, the Supporting Technical Services and Preliminary and Final Design Services that follow are based on the assumption that the existing wetwell and valve vault structures are adequately sized for the capacity expansion and that the force main length will not exceed 9,300 linear feet extending from the pump station site to the Water Reclamation Facility property line, and not including piping improvements on the Water Reclamation Facility property. If it is discovered these assumptions are not accurate, adjustments to the Supporting Technical Services and Preliminary and Final Design scope of services, schedule, and fee may be necessary.

Task 20 – Supporting Technical Services

Based on the CLIENT-selected alternatives described in the Preliminary Technical Services TM, ENGINEER will proceed with Supporting Technical Services as described herein.

1. Prepare property access letters to parcel owners for delivery by the Town, for survey and geotechnical explorations.
2. Contract and coordinate with a surveying/field services firm to prepare the following:
 - a. Topographic and Property Survey
 - i. Project control will be set at approximate 1,000-foot intervals throughout the project area. The survey will be horizontally tied to North Carolina State Plane Coordinate System under the North American Datum of 1983 (NAD83). The survey will be vertically tied to the North American Vertical Datum of 1988 (NAVD88).
 - ii. Parcel property boundaries adjacent to and within the survey areas will be confirmed on the project site. Property boundary locations will be shown giving lengths and bearing on each straight line and interior angles, radius and length of curved lines will be shown for the subject parcels and associated Rights of Way (ROW).
 - iii. Visible encroachments and easements of record, where readily obtainable, will be located and shown.
 - iv. Property records for subject properties and adjacent properties will be shown with owner name and legal reference.
 - v. Perform existing features survey of the pump station site, along with a 9,300 LF by 80-foot-wide topographic survey of the force main improvements corridor, which will include existing improvements and surface features.
 - vi. Perform one acre of topographic survey for the proposed site and access road improvements.
 - b. Geotechnical Engineering
 - i. Perform up to 10 geotechnical borings to a depth of up to 15 feet, or auger refusal, to identify soil types, presence of rock and groundwater levels.
 - ii. Contact NC One-Call Center 72 hours prior to start of geotechnical borings to locate public utilities along the force main corridor.
 - iii. For cross country force main route, clearing will be performed to access boring sites using a mulcher mounted on a skid steer.
 - iv. Prepare a geotechnical report summarizing findings.
3. Contract and coordinate with an environmental firm to provide the following environmental services:
 - a. Preliminary Technical Services phase:

- i. Evaluate two routes for general environmental impacts, permit feasibility, and associated costs.
 - ii. Collect GPS data along the corridor at significant points and constraint locations to generate a proposed corridor.
 - iii. Establish a general corridor study for delineation based on avoidance/minimization of wetlands/streams and the engineering constraints identified in the field.
- b. Design and Permitting phases:
 - i. Perform wetland and stream delineations according to the Clean Water Act, USACOE and NCDEQ methodologies. Flag wetlands and streams for topographic surveyors to field locate.
 - ii. Prepare and submit the Preliminary Jurisdictional Determination to USACOE, including appropriate field documentation, data forms and maps. Perform field visit with USACOE and NCDEQ, if requested.

Task 30 – Preliminary Design Phase

1. Facilitate the following in person or virtual meeting with CLIENT's staff:
 - a. 30% design review meeting.
2. Prepare base maps using the survey data collected.
3. Perform site visit to visually confirm survey data.
4. Prepare 30% design drawings and OPC
 - a. Design drawings will include the following:
 - i. Preliminary plan view of the proposed force main.
 - ii. Preliminary existing ground profile.
 - iii. Preliminary pump station site plan.
 - iv. Preliminary wetwell section view.
 - v. Preliminary centerline of access road.
5. Submit status drawing and OPC to the CLIENT for review.

Task 40 – Final Design Phase

1. Facilitate the following in person or virtual meetings with CLIENT's staff:
 - a. 60% design review meeting.
 - b. 90% design review meeting.
 - c. One general project progress meeting.
2. Prepare construction drawings and related details for the improvements to the pump station and force main, including the following:
 - a. Cover, sheet layout, construction access, notes, legend and abbreviations.
 - b. Pump station access road from Trinity Creek Phase 4, including water and reclaimed water lines to the pump station.
 - c. Pump station improvements and details.
 - d. Freestanding jib crane and details.
 - e. Force main improvements and details.
 - f. Erosion control plan and details.
 - g. Traffic control plan and details.
3. Prepare Technical Specifications for the equipment and materials to be incorporated into the expansion project.

4. Prepare construction documents using the Town's standard front end document set using the EJCDC general conditions.
5. At the 60% design phase, submit status design drawings, technical specification table of contents, and updated OPC for CLIENT review and comment.
6. At the 90% design phase, submit status design drawings, technical specifications, and updated OPC for CLIENT review and comment.
 - a. Address comments received and prepare permit submittal drawings and technical specifications.
7. Prior to Advertisement, issue final design document including construction drawings, technical specifications, and front-end construction contract documents.

Task 50 – Permitting Phase

1. Prepare and submit the following permits to the CLIENT for review and signature. Except as notes, ENGINEER will submit permit applications, along with supporting documents, to the proper regulatory authority on behalf of the CLIENT.
 - a. Land Quality Section application for Sediment and Erosion Control
 - b. Department of Environmental Quality for non-discharge application.
 - i. Fast Track for Sewer Extensions Applications
 - ii. CLIENT will prepare the FTSE (flow tracking sewer extension) form.
 - c. Building permit applications for pump station.
 - d. Prepare and submit construction drawings and specifications according to Duke Energy according to their requirements. Provide CLIENT with construction drawings, specifications and easement exhibits to seek approval for easement acquisition and force main installation from the Utility Commission.
 - e. Pre-Construction Notification (PCN) for a Nationwide Permit (NWP) and submit to USACOE and NCDEQ, including the following:
 - i. Provide office-based responses to comments from agencies.
 - ii. Avoidance/minimization/justification of proposed impacts.
 - iii. Site design compliance with permit conditions.
 - iv. Prepare vicinity, USGS, and Soil Survey Maps of the project area, including aeriels.
 - v. Provide supplemental information, including Natural Heritage Element Occurrences and National Register of Historic Sites.
2. All required permit fees will be paid by the CLIENT.

Task 60 – Advertising and Bidding Phase

1. Assist the CLIENT with Project Advertisement.
2. Electronically distribute Construction Documents to prospective bidders and up to three plan rooms.
3. Field questions from prospective bidders and issue up to two addenda, if required.
4. Facilitate one pre-bid meeting.
5. Facilitate one bid opening. After bid opening, tabulate the bids received and issue Letter of Recommendation for Award.
6. Upon Award by the CLIENT, issue Notice of Award to the selected contractor and route contracts for signatures by contractor and CLIENT.

Task 90 – Miscellaneous Services

1. Subsurface Utility Engineering:
 - a. If the chosen force main route is along Green Oaks Parkway, provide Quality Level B Subsurface Utility Engineering (SUE) for approximately 2,900 LF along Green Oaks Parkway within the survey corridor may be required.
2. Easement Plat Maps:
 - a. Prepare 8"x14" individual plats illustrating temporary and permanent easements for the purpose of the CLIENT acquiring those easements for improvements. Six plats are anticipated.
3. Owner's contingency for services not specifically included in Tasks 10-60 may include, but not be limited to:
 - a. Additional topographic survey, additional SUE, or additional geotechnical evaluations.
 - b. Separating the pump station access road construction drawings, specifications, project manual and OPC into a separate construction contract.
 - c. Coordination with Friendship Utilities and Carolina Spring force main projects (more than 1 meeting).
 - d. Coordination with Duke Energy and the Utility Commission for easement acquisition and engineering approval.
 - e. Public Meetings.

Assumptions and Clarifications:

- 1) All supporting services and design services end at the point where the Business Park force main and the 12 Oaks force main manifold into the Avent Ferry force main, at the northwest corner of the Utley Creek WRF.
- 2) All existing in-ground structures and the electrical building are adequately sized for the expansion. The in-ground structures and building can be used, as-is, without the need to upsize or replace.
- 3) Preliminary and Final Design Phase services for the following are excluded:
 - a. A new spare pump equipment storage building.
- 4) The existing pump station and any site improvements made are assumed to be out of the 100-year flood plain and flood way.
- 5) ALTA/ACSM Title Survey is excluded.
- 6) Individual tree location and associated tagging is excluded.
- 7) Boundary and subdivisions platting services (easement and recombination platting services only as specifically mentioned).
- 8) CLIENT will acquire all easements and pay all Plat review and/or recordation fees.
- 9) Phase I or II Environmental Assessments are excluded.
- 10) No improvements to the odor control system at BPPS are included.
- 11) The potable water and reclaimed water extension to the pump station site will be considered services and not require regulatory approval.
- 12) Construction phase services are not included at this time.

Additional Services are those services not specifically included under the Basic Services.

SCHEDULE:

Work schedule will progress sequentially as follows:

- Task 10 – Preliminary Technical Services: 3.5 months
- Tasks 20 & 30 – Supporting Technical Services & Preliminary Design Phases: 4 months
- Task 40 – Final Design Phase: 3 months
- Task 50 – Permitting Phase: 3 months
- Owner-obtained easements: 4 months (overlapping Permitting Phase)
- Task 60 – Advertising and Bidding Phase: 3 months
- Task 90 – Miscellaneous Services: on-going throughout project, as needed.

ENGINEER shall endeavor to complete work tasks in accordance with the above schedule. CLIENT acknowledges that certain aspects of the project, including regulatory review time and land acquisition, are outside the ENGINEER'S direct control and may impact schedule significantly.

COMPENSATION:

ENGINEER will perform Basic Services described in Tasks 10, 30, 40, 50, and 60 for a Lump Sum amount of \$324,500. Services will be invoiced periodically on a percentage of work completed and work in progress.

Task	Phase	Labor	Subcontractors and Expenses	Total Fee
10	Preliminary Technical Services	\$89,800	\$8,200	\$98,000
30	Preliminary Design	\$40,600	\$1,300	\$41,900
40	Final Design	\$122,700	\$30,100	\$152,800
50	Permitting	\$14,700	\$5,900	\$20,600
60	Advertisement and Bidding	\$9,400	\$1,800	\$11,200
	LS SUBTOTAL	\$277,200	\$47,300	\$324,500

ENGINEER will perform services described in Tasks 20 and 90 on a Time and Materials basis not to exceed \$142,500 without prior written notice. Labor and expenses on this task will be invoiced according to the ENGINEER's then-current Schedule of Rates. A copy of the current Schedule of Rates is attached.

Task	Phase	Labor	Subcontractors and Expenses	Total Fee
20	Supporting Technical Services	\$10,200	\$97,300	\$107,500
90	Miscellaneous Services	\$14,300	\$20,700	\$35,000
	T&M SUBTOTAL	\$24,500	\$118,000	\$142,500

Therefore, the total compensation for the Scope of Services described above will not exceed \$467,000 without written prior notice.

Additional Services, if needed, will be completed on a time and materials or lump sum basis as agreed by both parties prior to commencement of Additional Services.

IN WITNESS WHEREOF, the CLIENT and the ENGINEER have executed this Agreement as of the date written below and under the laws of the State of North Carolina.

CLIENT

ENGINEER

By: _____

By: _____

Tyler W. Highfill, P.E.

Title: _____

Title: _____

President

Date: _____

Date: _____

Address PO Box 8
Holly Springs, NC 27540

Address 2703 Jones Franklin Road, Suite 201
Cary, North Carolina 27518

Phone 919-552-6221

Phone 919-481-4342

TERMS AND CONDITIONS

1. Changes in the Work. At any time after execution of this Agreement, CLIENT may order changes in ENGINEER Services consisting of additions, deletions, and revisions within the general scope of services being performed by ENGINEER under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if CLIENT has notified ENGINEER of a change, ENGINEER shall submit to CLIENT a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing of this Agreement. CLIENT shall then confirm in writing that it has approved of the proposed changes to ENGINEER Services and that ENGINEER is authorized to proceed forward with the same. Except as specifically set forth herein, neither this Agreement or these Terms and Conditions may be modified, except as agreed to in writing by both Parties to the Agreement.

2. Termination of Agreement. Either Party may terminate this Agreement and any associated Work Authorizations without cause and/or for convenience after giving five (5) days' written notice to the other Party. In the event CLIENT terminates ENGINEER services without cause and/or for CLIENT'S convenience, CLIENT shall be liable to promptly pay ENGINEER for all work performed through the date of termination, all of ENGINEER expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and costs incurred by ENGINEER in terminating any contracts entered into in connection with the performance of its Services.

3. Standard of Care; Limited Warranty. The standard of care for all professional services performed or furnished under this Agreement will be the care and skill used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER agrees to correct, at its own expense, any services provided that do not conform to the standard of care hereunder for a period of one year following the completion of services. Except as set forth herein, ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services, and ENGINEER hereby disclaims any and all express or implied warranties, including but not limited to the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of workmanlike construction, to the fullest extent permitted by law.

4. Use of Documents. It is understood and agreed that all documents prepared pursuant to this Agreement are the product of professional services intended for one-time use in the Project that is the subject of this Agreement. Such documents are and shall remain the property of ENGINEER, and they are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the Project or on any other project. With ENGINEER'S consent, the CLIENT may retain copies for information and reference in connection with the occupancy and use of the Project. In the event Project documents provided to the CLIENT in machine-readable form are so converted, or in the event of any re-use without written verification or adaptation by ENGINEER for the specific purposes intended, the CLIENT agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify ENGINEER from and against all claims, liabilities, losses, damages and costs arising out of or resulting from said unauthorized use. Any written verification or adaptation authorized or performed by ENGINEER will entitle ENGINEER to additional compensation at rates to be agreed upon by ENGINEER and the CLIENT.

5. Hazardous Materials. To the fullest extent permitted by law, for any services provided by ENGINEER involving or relating to hazardous waste elements or to the removal or encapsulation of asbestos, the CLIENT agrees to indemnify and hold harmless ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by ENGINEER, or claims against ENGINEER arising from the work of others, related to hazardous waste or asbestos activities.

6. Use of Electronic Media. Copies of documents that may be relied upon by CLIENT are limited to the final printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic media format or text, data, graphics or other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusions or information obtained or derived from such electronic media format will be at the user's sole risk. When transferring documents in electronic format, ENGINEER makes no representations as to the long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by ENGINEER at the beginning of the assignment.

7. Limitation of Liability. The total liability, in the aggregate, of ENGINEER and its directors, officers, or employees, and any of them, to CLIENT or anyone claiming by, under or through the CLIENT for any and all injuries, claims, losses, expenses, and damages whatsoever arising out of or in any way related to ENGINEER Services, shall be limited to \$1,000,000 or the total fees paid to ENGINEER by CLIENT, whichever is greater. In no event, however, shall any liability to CLIENT exceed the amount of applicable insurance that ENGINEER has procured for services under this Agreement.

8. Payment Terms. ENGINEER shall invoice CLIENT for Services in accordance with ENGINEER standard invoicing practices. Invoice payment terms are Net Thirty (30) days.

If CLIENT reasonably objects to any portion of an invoice, CLIENT shall provide written notification to ENGINEER of CLIENT'S objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice. CLIENT shall not offset amounts due ENGINEER under a Work Authorization for any credit or disputes arising under a different Work Authorization. CLIENT shall waive any objections to ENGINEER invoice if it fails to timely provide such written notice to ENGINEER.

Failure of CLIENT to make payments when due shall be cause for termination of this Agreement (in accordance with Paragraph 2, above) or, at the option of ENGINEER, suspension of services under this Agreement until ENGINEER has been paid all amounts due.

In the event of litigation or other proceeding to enforce any payment obligation under this Agreement, the prevailing Party shall be entitled to recover from the other Party attorneys' fees and costs as may be reasonably incurred by reason of the litigation.

9. Subsurface Investigations. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of the ENGINEER.

10. ENGINEER'S Personnel at Construction Site. The presence or duties of ENGINEER'S personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER'S personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. ENGINEER and ENGINEER'S personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the ENGINEER'S own personnel.

The presence of ENGINEER'S personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform their work in accordance with the Contract Documents.

11. Opinion of Probable Construction Costs. ENGINEER'S opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. ENGINEER cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates.

12. Delays Beyond the Control of the ENGINEER. Events that are beyond the control of the ENGINEER may delay the performance of the Scope of Services. In the event that the performance of the Scope of Services by the ENGINEER is delayed beyond his control, the ENGINEER shall notify the CLIENT in writing of such delay and the reasons therefore, and the CLIENT extend the time of performance appropriately.

13. CLIENT'S Responsibilities and Representations:

- a. Representative: The CLIENT shall designate a single representative with respect to the services to be rendered under this Agreement who shall act on behalf of the CLIENT and issue instructions to the ENGINEER.
- b. Criteria and Information: The CLIENT shall provide all criteria and full information as to its requirements for the Project, including objectives, constraints, projected demands and service areas, well and water quality data and performance requirements.
- c. Access: The CLIENT shall arrange access for the ENGINEER to all public and private properties where such access is required for the performance of services under this Agreement.
- d. Reviews: The CLIENT shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the ENGINEER and shall render decisions pertaining thereto within a reasonable time as not to delay the services of the ENGINEER.
- e. Permitting Fees: The CLIENT shall be responsible for payment of all required regulatory application fees, and those fees are not included in this Agreement unless specifically stated otherwise.

14. Permitting. The ENGINEER cannot guarantee any regulatory approval or a timeframe in which that approval might be granted. The CLIENT should be aware that significant delays can occur during regulatory review, and those delays may impact project schedule and scope of work. No such delays are currently anticipated, but should any materialize, the ENGINEER will present to the CLIENT alternatives for addressing the matter causing the delay.

16. Mutual Waiver of Consequential Damages. Neither the CLIENT nor the ENGINEER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, related to, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages, related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract, and breach of warranty.

17. Authorization by Purchase Order: Purchase Order terms are not consistent with these Terms and Conditions. If CLIENT issues a Purchase Order for authorization of services, it is hereby understood that the Terms and Conditions herein shall replace any Terms and Conditions contained in or attached to the Purchase Order.

18. Dispute Resolution. Except as indicated herein, CLIENT and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to the Agreement to mediation in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Actions. Any such disputes not resolved by mediation shall be submitted to arbitration in accordance with the North Carolina Revised Uniform Arbitration Act (N.C.G.S. § 1-569.1 et seq).

19. Governing Law and Venue: This Agreement shall be governed by the laws of the State of North Carolina and the venue for any civil action between the parties shall be located in North Carolina.

20. Special Conditions. TOWN OF HOLLY SPRINGS CONTRACT SIGNATURE PAGE, attached.

TOWN OF HOLLY SPRINGS CONTRACT SIGNATURE PAGE

NOTICE TO ALL CONTRACTORS & VENDORS:

Notwithstanding anything to the contrary in your contracts, this Contract is valid and enforceable only on the following conditions: Any language in the attached contract purporting to create an indemnity against the Town is hereby stricken and given no effect. Any provision for forum selection or choice of law other than the situs of this contract (Wake County, North Carolina) is hereby stricken and given no effect. The signatures below are only effective upon your acceptance of the foregoing. In the event that you do not accept this notice and notification, inform the Contract Manager/Contact listed below immediately. For contracts obligating a town expenditure exceeding \$500, a PO is required.

VENDOR SIGNATURE:

I certify the above language is acceptable.

_____ Date: _____

Printed Name & Title: Tyler W. Highfill, President

Approved as to form:

John Schifano, Town Attorney

Town Contact: _____

This instrument has been pre-audited in the manner described by the Local Government Budget and Fiscal Control Act.

Antwan Morrison, Finance Director
PO Number: _____

TOWN OF HOLLY SPRINGS

By: _____
Randy Harrington, Town Manager

ATTEST:

(Town Seal)

By: _____

☐ Linda C. McKinney, Town Clerk

☐ Kathryn White, Deputy Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda

Title: 2022 LAPP Grant Municipal Agreements - Selected Transportation Bond Projects

Strategic Priority Area: Safe & Friendly
Responsible & Balanced Growth

Staff Resource: Tim Athy, Utilities and Infrastructure

Action(s):

Approve NCDOT Municipal Agreements for Main Street Right Turn Lane (TOHS #19-001); NC 55 Right Turn Lane (TOHS #19-005); and Holly Springs Road widening - phase 2 (TOHS #19-009) Transportation Bond Projects.

Explanation:

- In October 2020 the Town Council approved the submittal of Locally Administered Projects Program (LAPP) Grant applications to the Capital Area Metropolitan Planning Organization (CAMPO) for partner funds for the 2018 Transportation Bond projects.
- The Town was awarded \$1,845,000 in LAPP Grant funds.
- As part of the NCDOT's administration of the LAPP Grant funds, the NCDOT requires that the awarded municipality sign a Municipal Agreement.
- Holly Springs has requested federal funding for the Main Street Right turn Lane, NC 55 Right Turn Lane, and Holly Springs Road Widening - Phase 2 projects and has been designated to receive funds.
- NCDOT has agreed to administer the disbursement of said funds on behalf of the Federal Highway Administration (FHWA) for the project in accordance with the project scope of work and in accordance with the provisions set out in the Agreements.
- The governing board, by execution of the Agreements, agrees to participate in certain costs and to assume certain responsibilities outlined by the Agreements.
- The execution of the Municipal Agreements is vital to keeping these bond projects on schedule.
- Town funds are not required to enter into the Municipal Agreement with the NCDOT.

Background:

- Locally Administered Projects Program (LAPP) was first adopted by the NC Capital Area MPO on October 20, 2010. The program is used by the MPO to prioritize and program local transportation projects in the region that utilize federal funding and are the responsibility of the MPO. These projects are funded using the federal funding sources directly attributed to the region with a minimum 20% local match.
- The Main Street Right Turn Lane (19-001) Transportation Bond project will add a north bound right turn lane along Main Street from near Earp Street to Holly Springs Road. It will provide stacking room for traffic turning onto Holly Springs Road so that northbound through traffic can flow freely. CAMPO

Town Council Business Meeting
August 17, 2021

approved LAPP grant funds for this project in the amount of \$780,000 for right-of-way acquisition and construction.

- The NC 55 Street Right Turn Lane (19-005) Transportation Bond project will add a new right turn lane to southbound NC 55 from Avent Ferry Road to South Main Street. It will provide stacking room for traffic turning onto Main Street so that southbound through traffic can flow freely. CAMPO approved LAPP grant funds for this project in the amount of \$508,000 for right-of-way acquisition and construction.
- The Holly Springs Road Widening – Phase 2 (19-009) Transportation Bond project will widen Holly Springs Road from Flint Point Lane to Sunset Lake Road from a two-lane road to a four-lane road. This project will increase road capacity, improve safety, and upgrade the bridge over Middle Creek to decrease the chance of roadway flooding during heavy rain events. CAMPO approved LAPP grant funds for this project in the amount of \$557,000 for additional pedestrian safety measures.
- CAMPO has approved a total of \$6,445,000 in LAPP Grant funds for Town Transportation Bond projects.

Funding Source(s):

North Carolina Department of Transportation

Attachment(s):

1. Main_ST_RTL_Municipal_Agreement
2. NC_55_RTL_Municipal_Agreement
3. HSR2_Ped_Safety_Municipal_Agreement
4. 2021-08-10 FFY2022_LAPP_Map

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Holly Springs

County: Wake

TIP: HL-0030

Project: Construction of a new right turn lane and sidewalk on northbound Main Street at Holly Springs Road with improved traffic signals.

Eligible Activities:

ROW	49615.2.1	ROW Acquisition
	49615.2.2	Utility Relocation
CON	49615.3.1	Construction
OTHER		
FEDERAL-AID	1152015	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STPBG-DA	\$780,000	65%	\$420,000	35%
Total Estimated Cost		\$1,200,000		

Responsibility: The Town of Holly Springs shall be responsible for all aspects of the project.

NORTH CAROLINA
WAKE COUNTY

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 06/04/2021

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: HL-0030

AND

WBS Elements:	ROW Acquisition	49615.2.1
	Utility Relocation	49615.2.2
	CON	49615.3.1

TOWN OF HOLLY SPRINGS

OTHER FUNDING:

FEDERAL-AID NUMBER: 1152015

CFDA #: 20.205

Total Funds [NCDOT Participation] \$780,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Holly Springs, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Holly Springs Road/Main Street Intersection Improvements, hereinafter referred to as the Project, in Wake County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$960,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved State Transportation Improvement Program (STIP) for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of construction of a new right turn lane and sidewalk on northbound Main Street at Holly Springs Road with improved traffic signals.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the STIP is Surface Transportation Block Grant – Direct Attributable (STBG-DA). The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse sixty-five percent (65%) of eligible expenses incurred by the Municipality up to a maximum amount of Seven Hundred Eighty Thousand Dollars (\$780,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STBG-DA	\$780,000	65%	\$420,000	35%
Total Estimated Cost		\$1,200,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce

the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$120,000 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Holly Springs Road/Main Street Intersection Improv, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$780,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the

Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

▪ PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

▪ INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

▪ TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

▪ FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF HOLLY SPRINGS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Town of Holly Springs

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 7/1/2021 (Date)

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Holly Springs

County: Wake

TIP: HL-0029

Project: NC 55 Right Turn Lane

Scope: Construction of a third lane on southbound NC 55 from from SR 1115 (Avent Ferry Road) to South Main Street in Holly Springs.

Eligible Activities:

UTIL	49614.2.2	Utility Relocation
CON	49614.3.1	Construction
OTHER		
FEDERAL-AID	0055071	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$508,305	34%	\$986,710	66%
Total Estimated Cost			\$1,495,015	

Responsibility: The Town of Holly Springs shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

WAKE COUNTY

DATE: 6/14/2021

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: HL-0029

AND

WBS Elements: UTIL 49614.2.2

TOWN OF HOLLY SPRINGS

CON 49614.3.1

OTHER FUNDING:

FEDERAL-AID NUMBER: 0055071

CFDA #: 20.205

Total Funds [NCDOT Participation] \$508,305

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Holly Springs, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for NC 55 Right Turn Lane, hereinafter referred to as the Project, in Wake County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$508,305 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of construction of a third lane on southbound NC 55 from from SR 1115 (Avent Ferry Road) to South Main Street in Holly Springs.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is STP-DA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 34% of eligible expenses incurred by the Municipality up to a maximum amount of Five Hundred Eight Thousand Three Hundred Five Dollars (\$508,305), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$508,305	34%	\$986,710	66%
Total Estimated Cost			\$1,495,015	

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$149,501.50 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans,

environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain

or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

<https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the NC 55 Right Turn Lane, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$508,305 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

▪ CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated

to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF HOLLY SPRINGS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Town of Holly Springs

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 7/1/2021 (Date)

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Holly Springs

County: Wake

TIP: BL-0023

Project: Holly Ridge Schools Pedestrian Safety

Scope: Enhancing pedestrian safety along the Holly Ridge schools campus on Holly Springs Road from Flint Point Lane to Middlecrest Way.

Eligible Activities:

CON	49607.3.1	Construction
FEDERAL-AID	0510011	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STBG-DA	\$557,500	50%	\$557,500	50%
Total Estimated Cost		\$1,115,000		

Responsibility: The Town of Holly Springs shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

WAKE COUNTY

DATE: 6/28/2021

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: BL-0023

AND

WBS Elements: CON 49607.3.1

TOWN OF HOLLY SPRINGS

OTHER FUNDING: 0510011

FEDERAL-AID NUMBER:

CFDA #: 20.205

Total Funds [NCDOT Participation] \$557,500

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Holly Springs, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Holly Ridge Schools Pedestrian Safety, hereinafter referred to as the Project, in Wake County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$557,500 for the Project; and,

WHEREAS, the Municipality will construct this project in coordination with TIP Project U-6243 but will keep project costs and expenditures related to BL-0023 separate.

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of enhancing pedestrian safety along the Holly Ridge schools campus on Holly Springs Road from Flint Point Lane to Middlecrest Way.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is STBG-DA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 50% of eligible expenses incurred by the Municipality up to a maximum amount of Five Hundred Fifty-Seven Thousand Five Hundred Dollars (\$557,500), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STBG-DA	\$557,500	50%	\$557,500	50%
Total Estimated Cost		\$1,115,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$111,500, to use towards the costs related to review

and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has three (3) years to complete all work outlined in the Agreement from the date of authorization of Federal Construction funds. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain

or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

<https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference

www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Holly Ridge Schools Pedestrian Safety, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in

Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$557,500 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

▪ CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated

to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF HOLLY SPRINGS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Town of Holly Springs

Remittance Address:

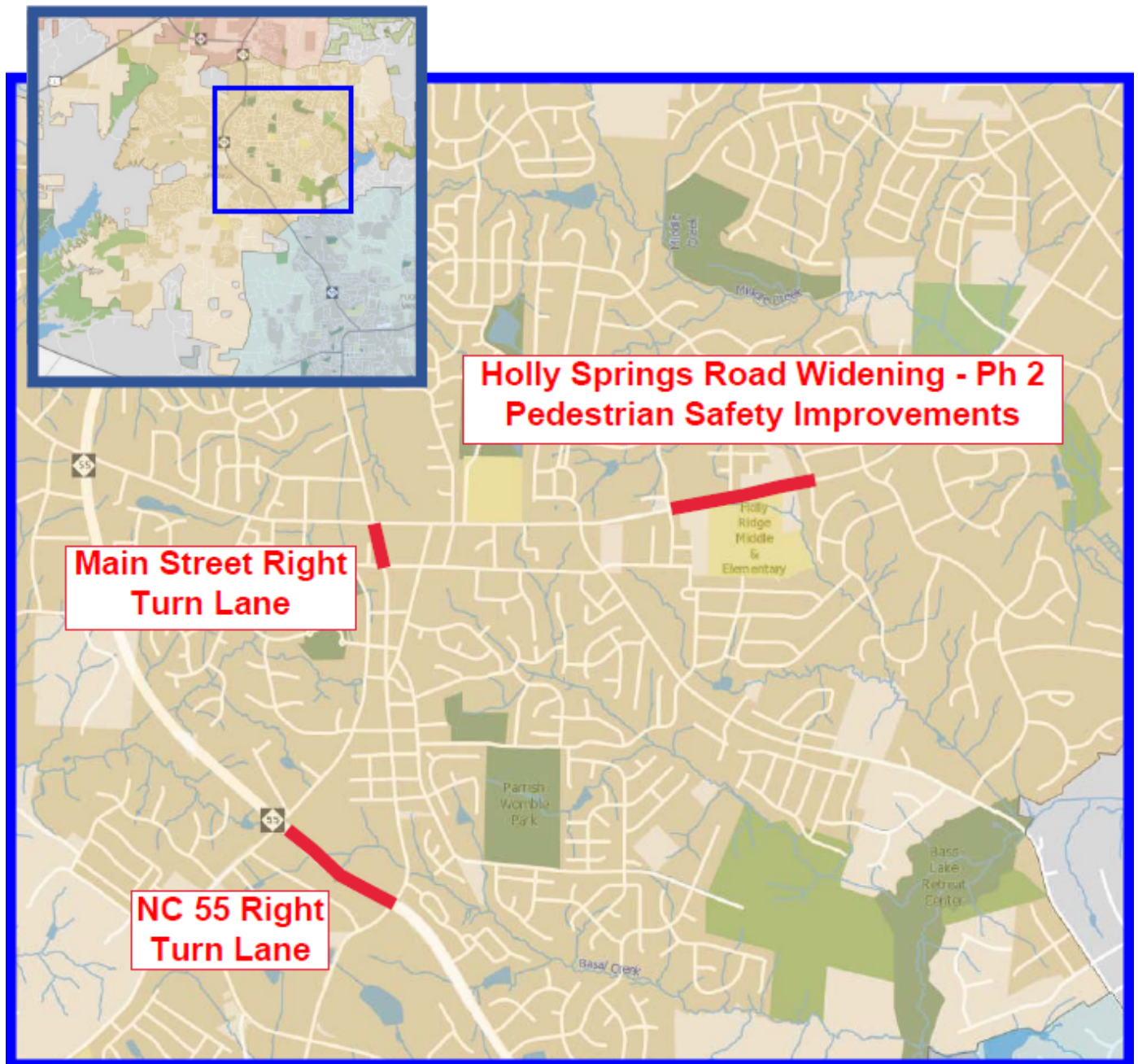
DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 8/5/2021 (Date)

FEDERAL FISCAL YEAR 2022 LAPP GRANT PROJECTS





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: United Arts Grant Award to the Holly Springs Cultural Center

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Kathleen Hebert, Parks & Recreation

Action(s):

- Receive grant awarded to the Holly Springs Cultural Center for \$4,200 by the United Arts Council of Raleigh and Wake County.
- Adopt the Grants and Special Project Ordinance (21-37) to appropriate the additional \$4,200.

Explanation:

- The Holly Springs Cultural Center was awarded funds through the United Arts Council of Raleigh and Wake County in support of Route 55 Jazz Orchestra and the Holly Springs Community Band programs.
- The awarded funds will pay for the stipends for the two conductors who lead these programs in FY 22.
- The updated Grants and Special Revenue Project ordinance appropriates the \$4,200 in grant funding from the United Arts Council of Raleigh and Wake County.

Background:

- The Cultural Center has supported both Route 55 Jazz Orchestra and the Holly Springs Community Band for more than ten years. These programs provide the only adult music activity currently available to our community, free of charge to participants.
- The groups provide more than seven concerts each year, often selling out the Cultural Center's 184-seat theater.
- The Cultural Center covers the cost of new music, advertising, printing, and stipends for the two directors. In return, the Center retains all revenue from ticket sales generated by these programs.

Funding Source(s):

The updated Grants and Special Revenue Project Ordinance appropriates the \$4,200.

Attachment(s):

1. FY22ArtsGrantAgreement HollySprings - signed
2. 21-37 Grants and Special Revenue Project Ordinance



2021-2022 Arts Programming Grant Agreement

THIS AGREEMENT, made and entered into this 21st day of June, 2021, by and between United Arts Council of Raleigh and Wake County, Inc., hereinafter referred to as "United Arts," PO Box 26388, Raleigh, North Carolina, 27611 and **Holly Springs Parks & Recreation**, 300 W Ballentine St., Holly Springs, NC 27540 hereinafter referred to as "grantee," for the following grant:

\$4200

in the Arts for Towns grant category

To support director's stipends for Route 55 Jazz Orchestra and Holly Springs Community Band as they relaunch their public performances dedicated to bringing jazz classics, Big Band standards, and classical music to the community

WITNESS THAT

WHEREAS, the grantee has requested financial assistance for arts programming in Wake County, North Carolina, and has furnished United Arts a true and acceptable narrative and budget for the activities that will occur between July 1, 2021 and June 30, 2022, United Arts desires to award the grantee an amount not to exceed the sum of \$4200.

NOW THEREFORE, by signing this agreement, the grantee agrees to and shall comply with the terms and conditions set forth below and in the enclosures of this contract, including the grant award letter and any stipulations.

1. Payment of Grant Funds

In consideration of the above statements, United Arts shall pay to the grantee the grant amount by check or automatic deposit in the following manner: upon receipt of the required documentation, 100% of the grant amount will be paid.

Regarding payments:

- (a) By June 28, 2021 the grantee shall submit to United Arts the following items: this signed contract
- (b) This agreement is conditioned upon the availability of funds to United Arts.
- (c) The grantee agrees that each of the covenants of United Arts contained herein is dependent upon the fulfillment of all covenants of the grantee contained herein.

2. Use of Grant Funds

The grant funds shall be used solely to support the program listed above and shall not be used for any of the Funding Restrictions described in the 2021-2022 Programming Grant Guidelines.

The grantee shall submit a written description of any changes to programming and staffing from what was submitted in the original application should the funded program need to be revised at any point during the grant period.

4. Management of Grant Funds

The grantee shall maintain complete and accurate records of all activities connected with the grant, and shall adhere to standard administrative and accounting practices.

- (a) United Arts, or any duly authorized representatives, shall have access to any books, documents, papers and records maintained to account for funds expended under the terms and conditions of this grant for the purpose of audit, examination, and making excerpts and transcripts.
- (b) The grantee shall maintain grant records for three years from the date of the submission of the final report or from the date, in the case of an audit, when audit findings and recommendations are resolved, whichever is later.
- (c) Recipients are required to submit a written request to make a material change in dates, scope of the funded activities or the budget. The request to make a material change will be submitted to the Vice President for Education and Community Programs for approval and may also be reviewed by the Vice Chair for Grants.

5. Return of Grant Funds

- (a) The grantee shall return any or all of the grant award that is not spent by June 30, 2022, the end of the fiscal year for which the grant is awarded.
- (b) In the event the grantee fails to fulfill the requirements of this contract, United Arts reserves the right to reduce or withhold any and all payment(s) until such time as United Arts, within its judgment, is satisfied that the grantee can fulfill the terms of this contract. If United Arts is not satisfied that the grantee can fulfill the terms of this contract, and if the grantee has previously received any funds from United Arts, the grantee shall reimburse United Arts to the full extent of payments made to the grantee by United Arts.
- (c) United Arts reserves the right to reduce payment(s) in order to recover funds due to United Arts from the grantee. United Arts reserves the right to withhold payments or to require a refund of any unexpended grant funds if, within its judgment, such action is necessary to comply with the requirements of any law or regulation.
- (d) There shall be no variance from this contract without prior written approval of United Arts. If any such change, substitution or variance shall occur, United Arts shall have the right to reduce its obligation under this contract to the extent it judges itself damaged (which judgment shall be conclusive and binding upon the grantee), or United Arts may terminate this contract and thereafter have no further obligation to the grantee.
- (e) United Arts shall not be responsible or liable for any deficit arising from the operation of the grantee.
- (f) If the grantee is unable to complete the funded activities by virtue of any act or regulation of any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruption of transportation services, acts of God, or any other cause beyond the grantee's control, United Arts shall be obligated to pay that portion of the amount stated above to the grantee to the extent that the grantee incurred expenses or obligations in connection with the activities, and only to the extent to which obligations could not otherwise be discharged due to the occurrence of one of the above circumstances; and likewise, the grantee shall reimburse to United Arts any amount advanced by United Arts and not so expended or obligated to be spent to that extent stated herein.

6. Nondiscrimination

The grantee shall abide by federal regulations which bar discrimination on the basis of race, color, national origin, disability, age or sex and which require accessibility for persons with disabilities. The grantee shall conduct operations in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and, where applicable, Title IX of the Education Amendments of 1972.

7. Fair Labor Standards

The grantee shall comply with the labor standards set out in the "Labor Standards on Projects or Productions Assisted by Grants from the National Endowments for the Arts and Humanities" which provides for the following:

- (a) All professional performers and related or supporting personnel employed on projects or productions which are financed in whole or in part under the grant shall be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar positions.
- (b) No part of any project or production which is financed in whole or in part under the grant shall be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production. Compliance with the safety and sanitary laws of the State in which the performance or part thereof is to take place shall be prima facie evidence of compliance.

8. Drug-Free Workplace

The grantee shall execute projects, productions, workshops and programs in accordance with the requirements of the Drug-Free Workplace Act of 1988.

9. Acknowledgement

The grantee shall acknowledge the support of United Arts according to the following terms.

- (a) The grantee shall acknowledge United Arts with the appropriate credit line in all promotional materials, i.e., playbills catalogues, newsletters, magazines, invitations, print advertisements, class and workshop promotional materials, media releases, flyers, posters and brochures.
- (b) Credit shall be given to United Arts in proportion to the recognition given to sponsors with comparable funding. The acknowledgement shall take the form of the United Arts logo and credit line. In instances where space permits either the logo or credit line, the credit line shall have preference.
- (c) The credit line shall read: **"Holly Springs Parks & Recreation/This program** is supported by the United Arts Council of Raleigh and Wake County."
- (d) In printed programs and on websites, the grantee shall place an ad (or insert) with artwork/advertisement to be provided by United Arts available at <https://www.unitedarts.org/grants/manage-your-award>.
- (e) The grantee shall be exempt from the logo and credit line acknowledgement requirements in the following instances: print advertisements less than 5" x 7", radio and television advertisements, letterhead, promotional gifts and tickets.
- (f) When printed programs are not used, verbal credit shall be given.
- (g) The grantee shall reference United Arts via its social media outlets at least three times during the grant period. Please use #unitedartsgrants @UnitedArtsCounc on Twitter, Instagram, and Facebook.

10. Fundraising and Advocacy Support

The grantee shall actively support United Arts fundraising efforts, including but not limited to the following:

- (a) The grantee agrees to provide an opportunity for United Arts to make an annual presentation to the grantee's board or governing body and solicit grantee board and staff members for a financial contribution to United Arts.
- (b) During the 2021-22 grant cycle, the grantee shall write, if called upon, five personal thank you letters to United Arts donors. Names and addresses will be provided by United Arts. The letters should be on the grantee's letterhead and written by different people affiliated with the grantee, such as board members, volunteers, artists, etc.
- (c) The grantee shall, if called upon, supply a staff person, board member or client to make a brief presentation about the grantee's work in a United Arts workplace campaign, corporate campaign, or Board meeting.
- (d) The grantee shall write letters to Wake County Commissioners to thank them for appropriating funds for their grants and to inform them of their program activities and community impact.

11. Reporting Requirements

The grantee shall report promptly and completely on United Arts grants to demonstrate financial and administrative stability and to maintain future funding eligibility. A late report, one received after the due date indicated below, is a violation of this contract. Future funding may be denied based on reporting timeliness.

The grantee shall submit to United Arts a final report for the period July 1, 2021 to June 30, 2022 by July 8, 2022.

12. Calendar Submissions

Grantees are strongly encouraged to submit their grant-supported programs to visitRaleigh.com's and CVNC's online calendars. For visitRaleigh.com, please submit via PIXL at <https://www.visitraleigh.com/partners/partner-login/> and submit questions to database@visitRaleigh.com. For CVNC, calendar listings and associated photographs should be emailed to events@cvnc.org and questions about the calendar should be directed to info@cvnc.org.

13. Program Evaluation

The grantee shall keep United Arts informed about grant-supported programs and activities. The grantee shall place rcarlile@unitedarts.org and lhmcintosh@unitedarts.org on all appropriate press and emailing lists.

For evaluation and monitoring purposes, United Arts may request a site visit and should be provided by the Grantee two complimentary tickets to all productions/exhibition openings as related to the grant. If not a ticketed event, the grantee shall ensure United Arts receives an invitation in a timely manner.

14. Change in Tax-Exempt Status

The grantee agrees to notify United Arts immediately, in writing, of any changes to its tax-exempt or public charity status, or any such changes proposed by the Internal Revenue Service.

15. Other Conditions

- (a) The relationship between United Arts and the grantee in connection with this grant is one of financial support only, and is limited to the terms of this contract. The grantee is not an agent, an employee or a representative of United Arts and is not to undertake the funded activities as a joint venture with United Arts. The grantee shall not state or intentionally imply any agency, employee, representative or joint relationship with United Arts in any context, contractual or otherwise. The grantee agrees to indemnify and save harmless United Arts from any and all claims of third parties heretofore and hereafter arising, known and unknown, which relate in any way whatsoever to this contract, including but not limited to, copyright infringement, injuries or damages and any other conduct, passive or active.
- (b) The grantee shall not assign this contract or any part thereof without the prior express written consent of United Arts.
- (c) It is hereby agreed that there shall be no additional liability of any kind upon United Arts beyond that agreed to herein.
- (d) This contract shall be governed by the laws of the State of North Carolina. The venue for initiation of any action shall be Wake County, North Carolina.
- (e) This written contract on these pages constitutes the whole contract between the parties hereto as to this grant and shall not be varied from, altered or amended to any degree whatsoever, except by written dated agreement, attached hereto and signed by an authorized, official of each party.
- (f) The grantee agrees to comply with all terms of this contract. Acceptance of this grant award constitutes an obligation upon the grantee to fulfill the terms of this contract.

IN WITNESS WHEREOF, the parties affix their signatures to this contract, executed in duplicate, on the date(s) indicated.

United Arts Council of Raleigh and Wake County, Inc.

BY:	<u>Charles Phaneuf</u> Charles Phaneuf (Jun 25, 2021 12:18 EDT)	<u>Jun 25, 2021</u>
	Charles Phaneuf President	Date

BY:	<u>Ryan Cottrell</u> Ryan Cottrell (Jun 25, 2021 12:13 EDT)	<u>Jun 25, 2021</u>
	Ryan Cottrell, Chair Board of Directors	Date

Holly Springs Parks & Recreation

BY:	<u>Kathleen Hebert</u> Kathleen Hebert (Jun 23, 2021 12:50 EDT)	<u>Jun 23, 2021</u>
	Signature of Authorizing Official (Person authorized to sign on behalf of this municipality.) Kathleen Hebert, Cultural Center Manager	Date
	<u>Typed/Printed Name and Title of above</u>	

FY22ArtsGrantAgreement HollySprings

Final Audit Report

2021-06-25

Created:	2021-06-22
By:	Ragen Carlile (rcarlile@unitedarts.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUkxuhzbtlcEShQzvOA61X7-xF2fW7OSP

"FY22ArtsGrantAgreement HollySprings" History

-  Document created by Ragen Carlile (rcarlile@unitedarts.org)
2021-06-22 - 9:36:43 PM GMT- IP address: 136.56.136.121
-  Document emailed to Kathleen Hebert (kathleen.hebert@hollyspringsnc.gov) for signature
2021-06-22 - 9:38:50 PM GMT
-  Email viewed by Kathleen Hebert (kathleen.hebert@hollyspringsnc.gov)
2021-06-23 - 4:35:28 PM GMT- IP address: 18.206.199.142
-  Document e-signed by Kathleen Hebert (kathleen.hebert@hollyspringsnc.gov)
Signature Date: 2021-06-23 - 4:50:19 PM GMT - Time Source: server- IP address: 204.84.166.2
-  Document emailed to Ryan Cottrell (rcottrell@deloitte.com) for signature
2021-06-23 - 4:50:21 PM GMT
-  Email viewed by Ryan Cottrell (rcottrell@deloitte.com)
2021-06-25 - 4:13:05 PM GMT- IP address: 168.149.140.42
-  Document e-signed by Ryan Cottrell (rcottrell@deloitte.com)
Signature Date: 2021-06-25 - 4:13:18 PM GMT - Time Source: server- IP address: 168.149.140.42
-  Document emailed to Charles Phaneuf (cphaneuf@unitedarts.org) for signature
2021-06-25 - 4:13:21 PM GMT
-  Email viewed by Charles Phaneuf (cphaneuf@unitedarts.org)
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-  Document e-signed by Charles Phaneuf (cphaneuf@unitedarts.org)
Signature Date: 2021-06-25 - 4:18:31 PM GMT - Time Source: server- IP address: 98.121.19.85
-  Agreement completed.
2021-06-25 - 4:18:31 PM GMT



THE TOWN OF

Holly Springs

Ordinance Number: 21-37

Date Adopted: August 17, 2021

Effective Date: August 17, 2021

Establishment of Grants and Special Revenue Fund Project Ordinance HOLLY SPRINGS, NORTH CAROLINA

BE IT ORDAINED by the Town Council of Holly Springs, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grants and special revenue project fund ordinance is hereby adopted:

SECTION I: The project authorized by this ordinance consists of general government projects funded by donations, grants, and local, state, and federal restricted funds.

SECTION II: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION III: The following amounts are appropriated for the project fund:

Grant and Special Revenue Fund	
Expenditures:	
General Government	5,260,000
Code Enforcement	1,403,540
Police Department	120,511
Parks and Recreation	4,200
Total	6,788,251

SECTION IV: The following revenues are anticipated to be available to complete these projects:

Grant and Special Revenue Fund	
Revenues:	
Federal Grants	5,313,061
State Grants	58,797
Other Grants	4,200
Inspections Revenues	1,403,540
Miscellaneous Revenues	8,653
Total	6,788,251

SECTION V: The Finance Officer hereby directed to maintain within the project funds detailed accounting records.

SECTION VI: The Budget Officer is directed to include a detailed analysis of the past and future costs and revenues on this capital project in every budget submission made to the Town Council.

SECTION VII: The Town Manager is authorized to amend expenditures within the fund for expenditures that are authorized per section I of this ordinance that do not change the total appropriation within the fund.

SECTION VIII: Copies of this capital project ordinance shall be furnished to the Clerk to the Town Council, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

SECTION IX: All ordinances in conflict with this ordinance are hereby repealed or amended to reflect the controlling nature of this Ordinance.

The provisions of this ordinance shall become effective August 17, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 17th day of August 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: Avent Ferry Road Widening Project Change Order (TOHS 12-003)

Strategic Priority Area: Economic Prosperity & Diversity
Engaged, Healthy, & Active Community
Safe & Friendly

Staff Resource: Aaron Levitt, Utilities and Infrastructure

Action(s):

- Approve use of \$39,793,367 in previously allocated contingency funds for:
 - Change Order 2 for \$6,166.05 (Exploratory Excavation)
 - Change Order 3 for \$32,580.96 (Town Fiber Relocation)
 - Change Order 4 for \$1,046.66 (Additional 30" RCP Line Item)
- Authorize Town Manager to approve future change orders as long as they can be funded with the remaining contingency funds. If in the future any additional change orders require additional funding, those requests will be brought to Town Council for consideration.

Explanation:

- The Avent Ferry Road widening project completes widening of 0.34 miles of Avent Ferry Road from NC 55 to what was formerly Piney Grove Wilbon Road.
- The change order requests result from:
 - Exploratory Excavation was necessary due to work that was done near the Town's main 30" water line, which needed to be located in order to avoid a possible major water outage throughout Town.
 - Town Fiber Relocation costs to move a town fiber pedestal further out of the proposed road widening route than originally planned, therefore creating costly fiber line splitting and nightwork that had to be utilized in order to move this utility.
 - Additional 30" Reinforced Concrete Pipe was needed during construction. This line item was unforeseen and not included in the original bid.

Background:

- The Avent Ferry Road widening project started on November 2, 2020 and it is anticipated to be completed on November 2, 2021, with the exception of the final metal posts and mast arms which will be installed in February 2022.
- All work quantities have been monitored and confirmed by the Construction Consultant JMT/Kimley-Horn.

- All items will be reimbursed by NCDOT 80/20.
- Past change orders include:
 - Change Order 1 for \$92,000 (Ralph Stephens Road, 100% funded by Stephens Tract developer, TC approved on 11/17/2020, not to be included in the total contingency sum)

Funding Source(s):

Street and Sidewalks Improvements Capital Project Fund

Attachment(s):

1. Project Map
2. CO 2 Exploratory Digging
3. CO3 Town Fiber Relocation
4. CO4 30 Inch RCP

Avent Ferry Road Widening Project
Overview Map



Vicinity Map, NTS

Rex Hospital

NC 55

55

South Park Village Shopping Center

Village Walk Dr

Ralph
Stephens
Road





NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL AGREEMENT or FORCE ACCOUNT DOCUMENTATION

SUPPLEMENTAL AGREEMENT NO: 2 FORCE ACCOUNT DOCUMENTATION NO: _____

PROJECT NO: U-5529 FEDERAL AID NO: _____

COUNTY: WAKE CONTRACT NO: _____

CONTRACTOR: FSC II, LLC DBA Fred Smith Company, Inc.

1. Description, location, and justification for change:

Exploratory Excavation (Standard) – This supplemental agreement is written in accordance with Article 104-7 of the 2018 Standard Specifications for Roads and Structures and provides compensation for performing exploratory excavation with a vacuum truck to locate an existing valve attached to the Town's 30" transmission water main. Ralph Stephens Road was realigned several years ago, and the underground records are inconclusive. Ralph Stephens Road is being widened and a fire hydrant conflicts with the new widening and will need to be relocated or removed. The investigation is needed to locate the valve, while not impacting the 30" transmission waterline.

Exploratory Excavation (vac truck) – Shall consist of removing the asphalt, concrete and earth material by using a vacuum truck and necessary laborers to locate accurately any existing underground utilities and storm drain systems. All excavations shall be backfilled with suitable material of the same type excavated. Use available unclassified excavation before using borrow excavation.

The unit price listed herein shall be full compensation for all materials, equipment, labor, incidentals, traffic control and miscellaneous grading necessary to complete the work.

2. Estimation of quantities of work resulting from change and the basis of payment:

Line Code No.	Description	Unit	Negotiated or Contract Price	Field Change		Original Plan	
				Quantity	Amount	Quantity	Amount
136	Exploratory Excavation (vac truck)	LS	\$6,166.05	1	\$6,166.05		

Total Field Change Amount:	\$6,166.05	Total Original Plan Amount:	\$0.00
Supplemental Agreement Net Underrun:		Supplemental Agreement Net Overrun:	\$6,166.05

3. Extension of contract time (if applicable): No contract time extensions under Subarticle 108-10(B)(1) will be allowed for the work covered under this Supplemental Agreement.

**BASIS OF AGREEMENT BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CONTRACTOR**

1. The Contractor agrees to perform the work described in this Supplemental Agreement in consideration of the payment set out herein.
2. The terms and conditions of said contract are hereby ratified and remain in full force and effect except as modified by such Supplemental Agreement(s) as may heretofore have been entered into between the Department and the Contractor and as modified by this Supplemental Agreement.
3. All terms and conditions of this Supplemental Agreement are herein set out and there are no agreements relating thereto not expressed herein.
4. This Supplemental Agreement shall not constitute a release or waiver of any lawful claims that the Contractor has or may have against the Department under said contract pursuant to G.S. 136-29 except for the matters specifically covered herein.

In witness whereof, the Department and the Contractor have caused this Supplemental Agreement to be executed by their duly authorized representatives.

DS 4/14/2021 APPROVAL RECOMMENDED: DocuSigned by: BY: <u><i>Aaron Levitt</i></u> EEB6F71F539940B... LOCAL GOVERNMENT AGENCY OFFICIAL DATE: <u>4/16/2021</u>	CONTRACTOR: DocuSigned by: BY: <u><i>Alana Locklear</i></u> 708C66F010B0496... AUTHORIZED REPRESENTATIVE DATE: <u>4/13/2021</u>
APPROVAL RECOMMENDED: DocuSigned by: BY: <u><i>Todd Ireland</i></u> C7BF72CF55464E1... NCDOT ENGINEER DATE: <u>4/13/2021</u>	APPROVAL GRANTED: DocuSigned by: BY: <u><i>Raymond J. Hayes</i></u> BF762ACFC31F4BE... NCDOT ENGINEER DATE: <u>4/27/2021</u> DocuSigned by: <u><i>Mark Craig</i></u> 884AE89D85654DC... DATE: <u>4/28/2021</u>

FORCE ACCOUNT DOCUMENTATION

Documentation of the authorized Force Account work shall be completed for all state and federally-funded projects.

APPROVAL GRANTED: BY: _____ RESIDENT ENGINEER DATE: _____	APPROVAL GRANTED: BY: _____ DIVISION ENGINEER DATE: _____
---	---

FOR CONSTRUCTION AND MATERIALS BRANCH USE ONLY

Approval of the Federal Highway Administration ☐ is ☒ is not requested.

APPROVED with the understanding that Federal participation in this work, the cost of which cannot be met from Federal aid funds provided for under the now effective project agreement, will be contingent upon additional Federal aid funds being made available for the project by a modified project agreement, to be executed prior to or at the final voucher stage.

APPROVED: FEDERAL HIGHWAY ADMINISTRATION
BY: _____

REVIEWED: CONSTRUCTION UNIT
BY: _____

DATE: _____ DATE: _____

COMMENTS

Attachments (list documents supporting change):

None: Backup information.

TOWN OF HOLLY SPRINGS CONTRACT SIGNATURE PAGE

NOTICE TO ALL CONTRACTORS & VENDORS:

Notwithstanding anything to the contrary in your contracts, this Contract is valid and enforceable only on the following conditions: Any language in the attached contract purporting to create an indemnity against the Town is hereby stricken and given no effect. Any provision for forum selection or choice of law other than the situs of this contract (Wake County, North Carolina) is hereby stricken and given no effect. The signatures below are only effective upon your acceptance of the foregoing. In the event that you do not accept this notice and notification, inform the Contract Manager/Contact listed below immediately. For contracts obligating a town expenditure exceeding \$500, a PO is required.

VENDOR SIGNATURE:

I certify the above language is acceptable.

_____ Date: _____

Printed Name & Title: _____

DocuSigned by:
Approved as to form:

4/19/2021

John Schmitt, Town Attorney

Town Contact: dirk siebenbrodt

This instrument has been pre-audited in the manner described by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Antwan Morrison 4/27/2021

Antwan Morrison, Finance Director

PO Number: 2021-0195

4/26/2021

DocuSigned by:
TOWN OF HOLLY SPRINGS

By: Randy Harrington 4/27/2021

Randy Harrington, Town Manager

DocuSigned by:

ATTEST:
By: Linda McKinney

(Town Seal)

[] Linda C. McKinney, Town Clerk

[] Kathryn White, Deputy Town Clerk



**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL AGREEMENT or
FORCE ACCOUNT DOCUMENTATION**

SUPPLEMENTAL AGREEMENT NO.: 003 FORCE ACCOUNT DOCUMENTATION NO.: _____
PROJECT NO.: U-5529 FEDERAL AID NO.: _____
COUNTY: Wake CONTRACT NO.: _____
CONTRACTOR: City of Wilson

1. Description, location, and justification for change:

This supplemental agreement is written in accordance with Article 104-7 of the 2018 Standard Specifications for Roads and Structures and provides compensation for broad band/fiber optic line work required for the project. The project was bid and awarded with no line item broad band/fiber optic work.

It was anticipated that an existing fiber optic pedestal would not be needed to be moved beyond a certain distance, and therefore this work would not be necessary.

But after measurements had been completed in the field, the pedestal had to be moved beyond a point where costly fiber splitting and nightwork had to be utilized in order to move this utility without interruption of service.

The lumps sum price listed herein shall be full compensation for all materials, equipment, labor, incidentals, and traffic control necessary to complete the work.

2. Estimation of quantities of work resulting from change and the basis of payment:

\$32,580.96

3. Extension of contract time (if applicable):

No time extension will be granted for this work.

**BASIS OF AGREEMENT BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CONTRACTOR**

1. The Contractor agrees to perform the work described in this Supplemental Agreement in consideration of the payment set out herein.
2. The terms and conditions of said contract are hereby ratified and remain in full force and effect except as modified by such Supplemental Agreement(s) as may heretofore have been entered into between the Department and the Contractor and as modified by this Supplemental Agreement.
3. All terms and conditions of this Supplemental Agreement are herein set out and there are no agreements relating thereto not expressed herein.
4. This Supplemental Agreement shall not constitute a release or waiver of any lawful claims that the Contractor has or may have against the Department under said contract pursuant to G.S. 136-29 except for the matters specifically covered herein.

In witness whereof, the Department and the Contractor have caused this Supplemental Agreement to be executed by their duty authorized representatives.

APPROVAL RECOMMENDED: BY: _____ LOCAL GOVERNMENT AGENCY OFFICIAL DATE: _____	CONTRACTOR BY: _____ AUTHORIZED REPRESENTATIVE DATE: _____
APPROVAL RECOMMENDED: BY: _____ LOCAL GOVERNMENT CEI ENGINEER DATE: _____	APPROVAL GRANTED: BY: _____ NCDOT ENGINEER DATE: _____

FORCE ACCOUNT DOCUMENTATION

Documentation of the authorized Force Account work shall be completed for all state and federally-funded projects.

APPROVAL GRANTED: BY: _____ RESIDENT ENGINEER DATE: _____	APPROVAL GRANTED: BY: _____ DIVISION ENGINEER DATE: _____
---	---

FOR CONSTRUCTION AND MATERIALS BRANCH USE ONLY

Approval of the Federal Highway Administration ☐ is ☐ is not requested.

APPROVED with the understanding that Federal participation in this work, the cost of which cannot be met from Federal aid funds provided for under the now effective project agreement, will be contingent upon additional Federal aid funds being made available for the project by a modified project agreement, to be executed prior to or at the final voucher stage.

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

REVIEWED: CONSTRUCTION UNIT

BY: _____ **BY:** _____

DATE: _____ **DATE:** _____

COMMENTS:

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL AGREEMENT or
FORCE ACCOUNT DOCUMENTATION**

SUPPLEMENTAL AGREEMENT NO.: 004 **FORCE ACCOUNT DOCUMENTATION NO.:** _____

PROJECT NO.: U-5529 **FEDEAL AID NO.:** _____

COUNTY: Wake CONTRACT NO.: _____

CONTRACTOR: FSC II, LLC DBA Fred Smith Company

1. Description, location, and justification for change:

This supplemental agreement is written in accordance with Article 104-7 of the 2018 Standard Specifications for Roads and Structures and provides compensation for 30" RCP Class IV required for the project. The project was bid and awarded with no line item for 30" RCP Class IV.

It was anticipated that 30" RCP would not be needed on the project. The plans call for drainage structure #507 (STA 26+38) be added at an existing 30" RCP. The contractor excavated to the existing 30" RCP to install the proposed drainage structure and found the proposed structure adjacent to an existing joint. A new section of 30" RCP Class IV was needed to complete the work. The condition could not have been foreseen during design or during the bid phase of the project.

The unit price listed herein shall be full compensation for all materials, equipment, labor, incidentals, and traffic control necessary to complete the work. Additionally, the unit price listed herein is specific to the location listed above and not applicable to any other location.

2. Estimation of quantities of work resulting from change and the basis of payment:

[illegible]

Total Field Change Amount:	\$ 1,046.66	Total Original Plan Amount:	\$ -
Supplemental Agreement Net Underrun:	\$ -	Supplemental Agreement Net Overrun:	\$ 1,046.66

3. **Extension of contract time (if applicable):**

No time extension will be granted for this work.

**BASIS OF AGREEMENT BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CONTRACTOR**

1. The Contractor agrees to perform the work described in this Supplemental Agreement in consideration of the payment set out herein.
2. The terms and conditions of said contract are hereby ratified and remain in full force and effect except as modified by such Supplemental Agreement(s) as may heretofore have been entered into between the Department and the Contractor and as modified by this Supplemental Agreement.
3. All terms and conditions of this Supplemental Agreement are herein set out and there are no agreements relating thereto not expressed herein.
4. This Supplemental Agreement shall not constitute a release or waiver of any lawful claims that the Contractor has or may have against the Department under said contract pursuant to G.S. 136-29 except for the matters specifically covered herein.

In witness whereof, the Department and the Contractor have caused this Supplemental Agreement to be executed by their duly authorized representatives.

APPROVAL RECOMMENDED: BY: _____ LOCAL GOVERNMENT AGENCY OFFICIAL DATE: _____	CONTRACTOR BY: _____ AUTHORIZED REPRESENTATIVE DATE: _____
APPROVAL RECOMMENDED: BY: _____ LOCAL GOVERNMENT CEI ENGINEER DATE: _____	APPROVAL GRANTED: BY: _____ NCDOT ENGINEER DATE: _____

FORCE ACCOUNT DOCUMENTATION

Documentation of the authorized Force Account work shall be completed for all state and federally-funded projects.

APPROVAL GRANTED: BY: _____ RESIDENT ENGINEER DATE: _____	APPROVAL GRANTED: BY: _____ DIVISION ENGINEER DATE: _____
---	---

FOR CONSTRUCTION AND MATERIALS BRANCH USE ONLY

Approval of the Federal Highway Administration ☐ is ☐ is not requested.

APPROVED with the understanding that Federal participation in this work, the cost of which cannot be met from Federal aid funds provided for under the now effective project agreement, will be contingent upon additional Federal aid funds being made available for the project by a modified project agreement, to be executed prior to or at the final voucher stage.

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

REVIEWED: CONSTRUCTION UNIT

BY: _____ **BY:** _____

DATE: _____ **DATE:** _____

COMMENTS:



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Holly Springs Express Bus Route - Re-appropriating Reimbursable Funds (TOHS 20-008)

Strategic Priority Area: Responsible & Balanced Growth

Safe & Friendly

Staff Resource: Aaron Levitt, Utilities and Infrastructure

Action(s):

Approve Budget Amendment for \$38,727 in reimbursable funds for the Holly Springs Express Bus Route.

Explanation:

- A reimbursement agreement was established last fiscal year, but due to material shortages, work was not completed.
- Of the \$55,000 in eligible reimbursement expenses, \$16,273 was spent in FY21.
- This amendment re-appropriates the remaining \$38,727 in eligible, 100% reimbursable funding from GoTriangle.
- A list of the remaining items is included for review.

Background:

- In 2016, Wake County voters passed Article 43, initiating a ½ cent local option sales tax that supports the Wake County transit plan.
- The Town's Comprehensive Transportation Plan (2011) included the need for this bus service line.
- At the November 19, 2019 Town Council Meeting, GoCary received comments from Town Council to revise the original route to reduce travel times.
- At the March 3, 2020 Town Council Meeting, Town Council decided on a final route and selected GoTriangle as the operator.
- At the September 15, 2020 Town Council Meeting, Town Council approved the budget amendment and approved the General Capital Funding Agreement for up to \$55,000 between GoTriangle and the Town of Holly Springs.
- Due to material shortages, work was not completed in FY21.
- Town Staff will provide a comprehensive update of the transit service in regards to ridership, proposed route changes and the Ting Park&Ride lease at an upcoming Town Council meeting in September.

Funding Source(s):

- GoTriangle reimbursable funds.

Attachment(s):

1. Executed General Capital Bus Infrastructure Agreement
2. GoTriangle Reimbursement Overview
3. FY22 Budget Amendment Form - Go Triangle Bus Stop



Triangle

RECORD OF CONCURRENCE AND APPROVAL

CONTRACT TITLE: The Town of Holly Springs General Capital Bus Infrastructure Agreement

DATE

11/18/2020

CONTRACT NO.

20-071

FUNDING SOURCE: GOTRIANGLE ☐ GODURHAM ☐ DO (DURHAM/ORANGE) ☐ WAKE ☐ OTHER ☐

EXPLANATION: This Agreement provides for General Capital Bus Infrastructure Agreement with the Town of Holly Springs. Budget is outline in Exhibit A. The term of this Agreement shall remain effective until September 30, 2022.

Originator:

David Moore

Date Originated:

11/18/2020

Person to Contact for Details:

Shelley Blake

Phone Number:

919-485-7561

Routing Sequence	Approving Authority	Budgeted Yes / No	Fiscal Year	Amount Budgeted	Signature Please Sign Legible	Date	Comments
1	David Moore Procurement Manager				 David Moore (Nov 18, 2020 18:11 EST)	Nov 18, 2020	
2	Saundra Freeman CFO				 Saundra Freeman (Nov 19, 2020 09:24 EST)	Nov 19, 2020	
3	Shelley R. Curran General Counsel				 Shelley Curran (Nov 19, 2020 09:47 EST)	Nov 19, 2020	
4	Charles E. Lattuca CEO & President				 Charles E. Lattuca (Nov 19, 2020 10:25 EST)	Nov 19, 2020	

GENERAL CAPITAL FUNDING AGREEMENT
FOR BUS INFRASTRUCTURE

WAKE TRANSIT FY 2020

This Capital Funding Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and the Town of Holly Springs ("Implementing Party"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, the Governance ILA specifically created the Transit Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a Master Participation Agreement ("Participation Agreement"), which, among other purposes, established standards that govern the Participation Agreement Parties' eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue, and confirmed the Participation Agreement Parties' roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2020 Wake Transit Work Plan was developed and recommended by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle; and

WHEREAS, the FY 2020 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on June 26, 2019; and

WHEREAS, the Parties desire to implement the components of the 2020 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include Capital Funding Agreements and Operating Agreements are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Term:**

The Agreement shall become effective upon execution by all Parties ("Effective Date"). The term of this Agreement shall be from the Effective Date until September 30, 2022 or at the completion of the project, whichever occurs first. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an approved Project(s) in the Wake County Transit Annual Work Plan, shall be implemented, in accordance with the requirements of the Participation

Agreement.

3. **Responsibilities:**

A. **Responsibilities of the Implementing Party.**

- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring local funds are available to pay for costs incurred related to Project phases, or invoices, prior to requesting reimbursement from GoTriangle, except in instances where advance payments are requested. Implementing parties may utilize pre-award authority for Capital projects requiring immediate implementation. Pre-award authority may not be exercised until the annual budget has been recommended by the TPAC and adopted by CAMPO and GoTriangle.
- (2) The Wake Transit Work Plan Reimbursement Request and Financial Report Template ("Reimbursement Requests") must be submitted by the Implementing Party at least quarterly but may be as often as it is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to waketransitreimbursement@gotriangle.org.

All Reimbursement Requests must be made using the Wake Transit Work Plan Reimbursement Request and Financial Report Template agreed to by the Parties and must include a signed statement by the Implementing Party's Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

- (3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Reimbursement Request Template and with a justification for the advance payment request. Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from GoTriangle.
- (4) Any work for which an Implementing Party receives reimbursement must be performed by June 30 of that fiscal year.
- (5) Reimbursement Requests for expenses incurred as of June 30 shall be submitted by August 10 for the fiscal year in which the work was done.
- (6) Further, the Implementing Party shall:

- (a) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A. The Implementing Party shall have an obligation to return any reimbursed or advanced payments that were misappropriated or expended outside the approved Project(s) listed in Exhibit A.
 - (b) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
 - (c) Maintain a financial management system adequate for monitoring the accumulation of costs.
- (7) The implementing party agrees to coordinate with the municipality as it relates to transit service that enters the local municipal area. These coordination efforts should include discussions as it relates to, but are not limited to, route planning and development, schedule development, passenger amenities, maintenance and upkeep of passenger amenities, public engagement and advertisement in relation to the new services, etc. These coordination efforts shall occur prior to the execution of the transit services.

B. Responsibilities of GoTriangle.

- (1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2020 Triangle Tax District Capital Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2020 Wake Transit Work Plan.
- (2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised

Reimbursement Request”), which shall be verified within five (5) business days of receipt. If the Revised Reimbursement Request is denied, the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle and the Implementing Party.

(3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.

(4) All disbursements from GoTriangle shall be in accordance with North Carolina General Statute 159 Article 3, known as the North Carolina Budget and Fiscal Control Act, and the Wake Transit Financial Policies and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017.

4. **Progress Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Agency agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. The Implementing Agency shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A. If the Implementing Party is allocating local funds towards Projects identified in Exhibit A, those expenditures shall be disclosed as part of its quarterly and annual reports.

The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the progress achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle and/or CAMPO shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

5. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

6. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

7. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a “breach”), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-breaching Party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of the term of the Agreement:

- (a) The Implementing Party shall not be required to continue implementing the Projects, but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.
- (b) GoTriangle shall reimburse the Implementing Party for any expenses for the Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has

been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.

- (c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

8. **Record Retention:**

All parties must adhere to record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate.

9. **Notices:**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoTriangle:

GoTriangle
Attn: President and CEO
P.O. Box 13787
Research Triangle Park, NC 27709

And with a copy to:

GoTriangle
Attn: General Counsel
P.O. Box 13787
Research Triangle Park, NC 27709

If to the Clerk to the TPAC Committee

CAMPO
Attn: Clerk to the TPAC Committee
One City Plaza
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

If to the Town of Holly Springs:

Town of Holly Springs
Attn: Town Manager
P.O. Box 8
Holly Springs, NC 27540

10. **Representations and Warranties:**

The Parties each represent, covenant and warrant for the other's benefit as follows:

A. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and the individuals signing this Agreement have the right and power to do so. This Agreement is a valid and binding obligation of each Party.

B. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party is bound, or constitutes a default under any of the foregoing.

C. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

D. Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Capital Funding Agreement.

E. The Project(s) listed in the attached Exhibit A are not debt funded.

11. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

12. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

13. **No Waiver of Non-Compliance with Agreement:**

No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other Party of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

14. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

15. **Assignment:**

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

16. **Independence of the Parties:**

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

17. **Execution in Counterparts/Electronic Version of Agreement:**

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Agreement to an

electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

18. **No Waiver of Sovereign Immunity:**

Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

19. **No Waiver of Qualified Immunity:**

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

20. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.59.

21. **No Third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

SIGNATURE PAGES FOLLOW

RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle) <u>Charles E. Lattuca</u> By: Charles E. Lattuca (Nov 19, 2020 10:25 EST) Charles E. Lattuca, President and CEO This, the <u>19</u> day of November, 2020.	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. <u>Saundra Freeman</u> Saundra Freeman (Nov 19, 2020 09:24 EST) Saundra Freeman, Chief Financial Officer for GoTriangle This, the <u>19th</u> day of November, 2020.
	Reviewed and Approved as to legal form. <u>Shelley Curran</u> Shelley Curran (Nov 19, 2020 09:47 EST) Shelley R. Curran, General Counsel

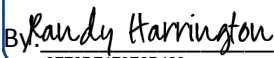
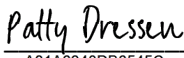
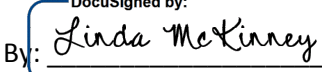
TOWN OF HOLLY SPRINGS DocuSigned by:  8FF8DE170E6D429 Randy Harrington Town Manager This, the ____ day of 11/16/2020, 2020.	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. DocuSigned by:  A81A6340DB6545C Patty Dressen Finance Director Town of Holly Springs, North Carolina This the ____ day of 11/13/2020, 2020
[Seal] ATTEST: DocuSigned by:  19AEC5BA5A02484... Linda McKinney Town Clerk 11/16/2020	DS  11/13/2020



Exhibit A

Implementing /Operating Agency	Town of Holly Springs	Parties to Agreement:	GoTriangle ,Town of Holly Springs
Total Bus Infrastructure Appropriation	\$55,000		
Project	<u>Holly Springs Park and Ride Improvements</u>		
Project ID from Work Plan	TC002-W		
FY 2020 Budget	\$55,000 or as amended by the adopted work plan		
Scope	The project description included in the FY2020 Adopted Wake Transit Work Plan, and as amended, is incorporated herein by reference.		
Expected Implementation	7/1/2019		
Reported Deliverables	1. Contract award date for site or program of sites 2. Number of sites with improvements completed/constructed per quarter (on a rolling quarterly basis for multiple sites wrapped into single Work Plan project; as a proportion of total site improvement budget when alternate funding sources apply). If none completed for a quarter, report on the phase (planning, design, right-of-way, etc.) of ongoing site improvements.		
Contract #	20-071		

Amount of Item	Amount Total	Amount Left of \$55k	Purpose
\$ 880.50	\$ 880.50	\$ 54,119.50	geotech study
\$ 6,060.77	\$ 6,941.27	\$ 48,058.73	construction of bus pads, crosswalks, signs
\$ 9,331.30	\$ 16,272.57	\$ 38,727.43	Bus shelter
\$ 5,309.95	\$ 21,582.52	\$ 33,417.48	Trash Bins and Bench
\$ 11,417.30	\$ 32,999.82	\$ 22,000.18	Upgraded Poles
\$ 1,068.21	\$ 34,068.03	\$ 20,931.97	Bike Racks
\$ 20,931.97	\$ 55,000.00	\$ -	TBD

Recipient	Reimbursement Number	Status
Geotechnologies	1	Reimbursed
PW - Material Only	2	Reimbursed
Brasco	3	Reimbursed
Hasley & Associates	4	Not Reimbursed Yet
ASI	5	Not Reimbursed Yet
Hasley & Associates	6	Not Reimbursed Yet
TBS	7	Not Reimbursed Yet

Notes

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, 2022.

Department: Utilities and Infrastructure **Date:** 8/5/2021

Reason for Budget Amendment:

Re-appropriate reimbursable funds for the construction of the Holly Springs Bus Route

Expense			
Account #	Account Description	Increase	Decrease
10-450-010-12.05	U&I Infrastructure - Contract Services	\$ 38,727	
Total Expense:		\$ 38,727	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
10-340.17	Other Revenues - Go Triangle Reimbursement	\$ 38,727	
Total Revenue:		\$ 38,727	\$ -

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#: 13.

Consent Agenda

Title: Amendment to the Wake County Multi-Jurisdictional Hazard Mitigation Plan

Strategic Priority Area: Engaged, Healthy, & Active Community
Safe & Friendly

Staff Resource: Darin Eyster, Utilities and Infrastructure

Action(s):

Adopt the Amendment to the Wake County Multi-Jurisdictional Hazard Mitigation Plan.

Explanation:

- The Town of Holly Springs is a participant in the Wake County Multi-Jurisdictional Hazard Mitigation Plan which was adopted in 2019.
- In order to meet the requirements of the FEMA High Hazard Dam Repair program, the existing plan is being amended to provide a more robust dam safety section.
- This amendment will allow the town to apply for funding from FEMA for the design that is needed for a planned spillway upgrade.

Background:

- The Wake County Multi-Jurisdictional Hazard Mitigation Plan was adopted by the town in 2019. Local governments in North Carolina are required by the federal Disaster Mitigation Act of 2000 and the NC Emergency Management Act to have an approved Hazard Mitigation Plan in order to be eligible to receive federal and state pre- and post-disaster assistance funds.
- Bass Lake Dam is included in the Holly Springs Mitigation Strategy.
- Specifically, the plan notes in Annex G, Section S-1, "The Town is in the process of exploring options to improve the existing spillway or create a secondary spillway. Per an agreement with NC Dam Safety, this will be completed within the next 5 years."

Funding Source(s):

N/A

Attachment(s):

1. Amendment Holly Springs Hazard Mitigation Plan

Amendment to Wake County Multi-Jurisdictional Hazard Mitigation Plan Approved and Adopted Dec 2019 Annex G, Town of Holly Springs, NC

Section 4.5.1 (Dam Failure) page 61

Upon adoption by The Town of Holly Springs, NC on (date) the following is an amendment to the above referenced Multi-Jurisdictional Hazard Mitigation Plan to meet the planning requirements of the FEMA High Hazard Dam Repair Program.

Enhanced State Plan Compatibility

Dam Failure is identified as a hazard in section 3.2.7 of the 2018 Enhanced 322 Plan for NC. Extent of hazard is described in section 3.2.7.2 and includes Table 3-16 Dam Hazard Classification which provides a description of hazard classification (low, intermediate and high) with description of impacts (loss of road service, damage to infrastructure, economic damage, loss of life) and provides a set of quantitative guidelines for specific damages to establish ranking. A narrative description of the ranking process is on page 360 of the plan in Section 4.2.2.2 which describes dam safety capabilities. Section 3.2.7.3 quantifies the number of dams in the state and identifies 1,429 as high hazard dams that would pose a risk to public safety and property in the event of failure. Figure 3-26 on page 111 of the plan is a density map of the state showing the number of potential high hazard dams by count per county on the scale 0-10, 11-20, 21-30, 31-80, 81-160 as of 11/20/2017. Eight specific dam failure incidents occurring between 1976 and 2016 are identified in table 3-17 Dam Failure History.

Dam Failure Vulnerability is assessed in section 3.4.5.9, page 262 of the 2018 Enhanced 322 Plan for NC. The consequence analysis identifies six sectors that could be impacted: People (including public and public confidence) Responders, Operations/Continuity of Ops, Built environment (property, facilities, infrastructure) Economy, and Environment. Each sector includes a description of impacts, but does not suggest an impact rating (low, intermediate, high, etc)

Dam failure mitigation measures and plan amendments were developed in cooperation with NCEM, NCDEQ and local government agents.

The Town of Holly Springs, NC along with the rest of Wake County identifies Dam Failure as a hazard in Section 1.3 of the Multi-Jurisdictional Hazard Mitigation Plan. Table 4.2 on page 47 identifies Bass Lake Dam as a high-hazard dam according to NC Department of Environmental Quality Dam Safety Section analysis. Page 69 of the plan includes a hazard history which recognizes a dam failure at Bass Lake in 1996; no additional dam failures have been recorded in Holly Springs since then.

Failure of the Bass Lake Dam is addressed on page 69, 4.14 of the plan assessing impact as critical; spatial extent (in relation to Wake Co) as negligible (obviously higher for Holly Springs proper) and probability is stated as possible. The potential impacts of climate change on rainfall rates and amounts

will likely increase both probability and risk of dam failure in Wake County and Holly Springs, NC. The total risk impact priority associated with dam failure is 2.4—medium priority.

The Town of Holly Springs NC has a current Emergency Action Plan for Bass Lake Dam on file with the Dam Safety Section of the NC Department of Environmental Quality.

The Town of Holly Springs, NC hereby adopts and requests State and FEMA recognition of the following as amendments to Annex G of the December 2019 Wake County Multijurisdictional Hazard Mitigation Plan:

Annex G Amendment A: Annex G.5 Mitigation Strategy page 387 Actions S-1 and S-2 are hereby amended to include the following dam failure mitigation actions:

- 1) Geotechnical investigation to establish data for risk analysis and development of engineering designs/solutions
- 2) Build upstream dam to reduce load on existing dam
- 3) Property Acquisition in inundation area(s) below dam
- 4) Raise crest of dam to increase storage capacity
- 5) Add additional spillways, widen or lower existing spillways to increase discharge capacity
- 6) Warning systems to alert downstream areas of potential dam failure
- 7) Improve flow path below dam to increase conveyance capacity
- 8) Encourage conservation or re-forestation of upstream land to reduce runoff
- 9) Development of community Stormwater Management Plans for upstream communities
- 10) Complete an Emergency Action Plan in conjunction with NCDEQ for all High Hazard Dams in the county
- 11) Permanently breach hazardous dams, or modify risers such that dam can no longer impound water, but may still provide attenuation of peak flooding by acting as a stormwater retention feature

Annex G Amendment B: Annex G.5 Mitigation Strategy page 387 Actions S-1 and S-2 are hereby further amended to include The FEMA High Hazard Dam Repair Program as potential funding sources

Adopted this, the ____ day of _____, 2021 by the Town of Holly Springs, NC

Attest:

Mayor Dick Sears _____(signature)

(NAME) Town Clerk _____(signature AND SEAL)



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

New Business

Title: Holly Springs Road Widening - Phase 2 - Duke Utility Relocation Contract (Transportation Bond Project #19-009)

Strategic Priority Area: Safe & Friendly
Responsible & Balanced Growth

Staff Resource: Tim Athy, Utilities and Infrastructure

Action(s):

Approve Duke Utility Relocation Agreement in the amount of \$1,897,670 for the permanent relocation of existing Duke Energy utilities.

Explanation:

- This utility relocation contract will allow Duke Energy to relocate their existing underground and above ground utilities as required for the road widening project. Of note, relocation will include above and underground utilities.
- Duke Energy utility relocation is a major step in the construction process for the Holly Springs Road Widening - Phase 2 project as it is part of the project's critical path.
- Allowing Duke to relocate their existing utilities as soon as possible will allow the construction contractor to work a much larger area and decrease on-site congestion.
- As part of the request for contract approval, Town staff plans to provide a brief update on Transportation Bonds projects at the August 17 meeting.

Background:

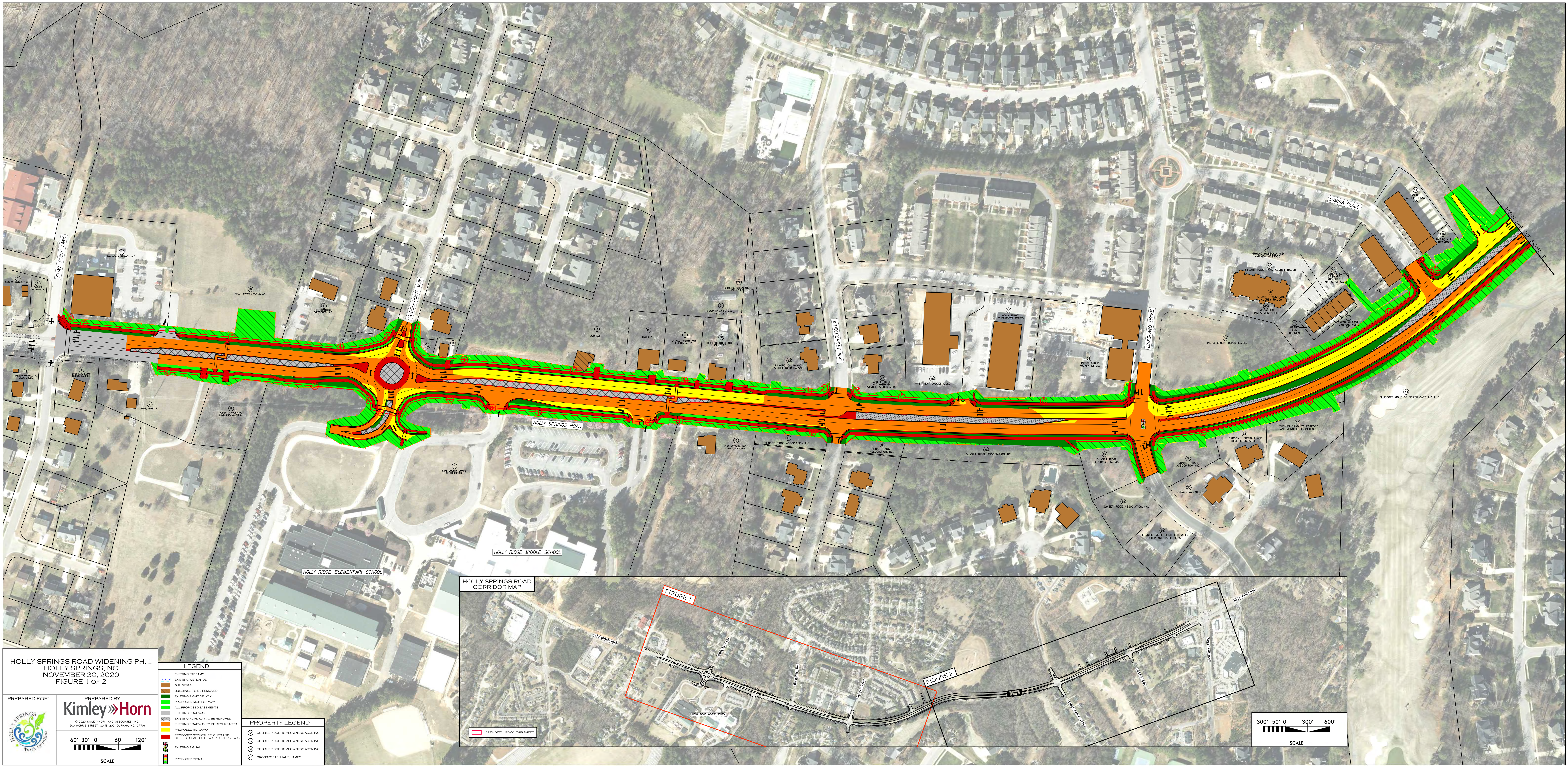
- As part of the 2018 Transportation Bond referendum, the Holly Springs Road Widening – Ph II (19-009) project will widen Holly Springs Road from Flint Point Lane to Sunset Lake Road.
- The project will increase the road capacity from a two-lane road to a four-lane road, improve safety, and upgrade the bridge over Middle Creek to decrease the chance of roadway flooding during heavy rain events.
- The project is scheduled for an anticipated construction start date of fall 2021.

Funding Source(s):

Streets Capital Project Fund

Attachment(s):

1. 2021-05-24 Overall_Map
2. 2021-06-25 Duke_URA-1_Agreement



HOLLY SPRINGS ROAD WIDENING PH. II
HOLLY SPRINGS, NC
NOVEMBER 30, 2020
FIGURE 1 OF 2

PREPARED FOR:
Kimley»Horn

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
300 MORRIS STREET, SUITE 200, DURHAM, NC 27701

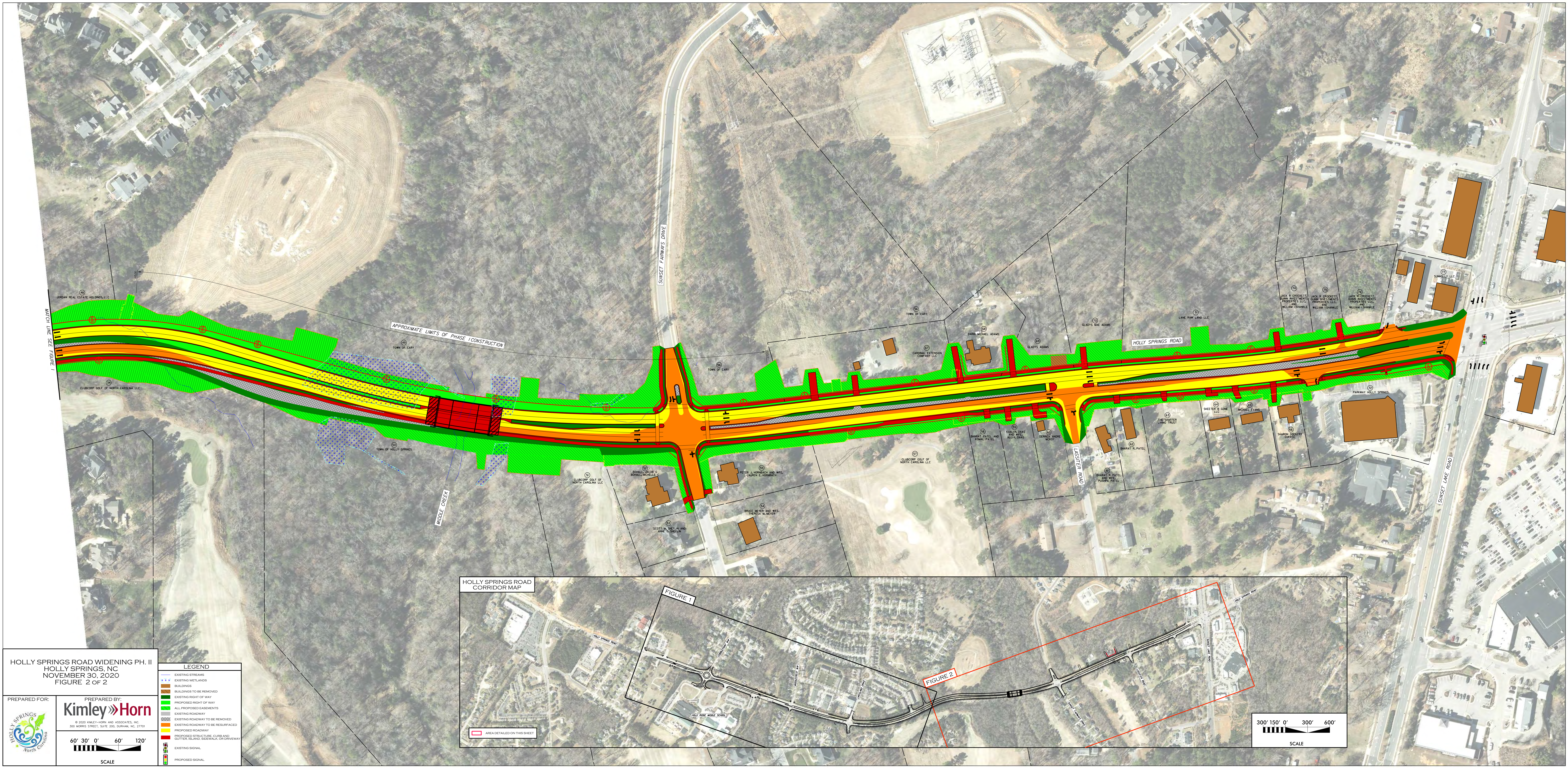
60' 30' 0' 60' 120'
SCALE

LEGEND

- EXISTING STREAMS
- EXISTING WETLANDS
- BUILDINGS
- BUILDINGS TO BE REMOVED
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- ALL PROPOSED EASEMENTS
- EXISTING ROADWAY
- EXISTING ROADWAY TO BE REMOVED
- EXISTING ROADWAY TO BE RESURFACED
- PROPOSED ROADWAY
- PROPOSED STRUCTURE, CURB AND GUTTER, ISLAND, SIDEWALK, OR DRIVEWAY
- EXISTING SIGNAL
- PROPOSED SIGNAL

PROPERTY LEGEND

- COBBLE RIDGE HOMEOWNERS ASSN INC
- COBBLE RIDGE HOMEOWNERS ASSN INC
- COBBLE RIDGE HOMEOWNERS ASSN INC
- GROESKORTENHAUS, JAMES



HOLLY SPRINGS ROAD WIDENING PH. II

HOLLY SPRINGS, NC

NOVEMBER 30, 2020

FIGURE 2 OF 2

PREPARED FOR:



PREPARED BY:

**KimleyHorn**

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
300 MORRIS STREET, SUITE 200, DURHAM, NC 27701

60' 30' 0' 60' 120'

SCALE

LEGEND

EXISTING STREAMS

EXISTING WETLANDS

BUILDINGS

BUILDINGS TO BE REMOVED

EXISTING RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY

ALL PROPOSED EASEMENTS

EXISTING ROADWAY

EXISTING ROADWAY TO BE REMOVED

EXISTING ROADWAY TO BE RESURFACED

PROPOSED ROADWAY

PROPOSED STRUCTURE, CURB AND GUTTER, ISLAND, SIDEWALK, OR DRIVEWAY

EXISTING SIGNAL

PROPOSED SIGNAL



June 16,2021

Town of Holly Springs
Attn.: Tim Athy
128 S Main Street
Holly Springs, NC 27540

RE: Project: Holly Springs Road Widening Ph.2
Company Project #: PFP329685
County: Wake
Location / State: Holly Springs, NC
Proj Requirements: Utility Relocation Agreement; Actual Cost Billing; Non-Betterment Work
Proj Description: Relocate DE company facilities out of ToHS way for Holly Springs Road Widening Phase 2.

Attached are copies of our detailed estimates in the amount of \$1,897,670.12 and copies of our relocation design drawings covering our proposed relocation of Duke Energy's facilities in conflict with this project. This estimate is valid for 90 days and is based on the design as shown on the attached drawings. Estimates may be revised due to change in scope or if right of way is not obtained. The estimate will be updated if the authorization to proceed is received after the 90 day deadline.

If you find this estimate in order, please authorize us to proceed with this work and upon completion thereof, to bill the government customer per the project requirements located at the top of this letter. If you have any questions related to this agreement, plans, estimate, or final invoice please contact one of the following:

Miles Parker, Designer at Miles.Parker@duke-energy.com or 919-573-6747
Jimmy Perry, Senior Engineering Tech at Jimmy.Perry@duke-energy.com or 919-431-4741
Chad Brenco, Program Mngr. at Chad.Brenco@duke-energy.com or 919-546-2236

Please return the signed agreement to highway.relocation@duke-energy.com.

Sincerely,

Chad Brenco

Chad Brenco
Highway Relocation Program Manager
Duke Energy

CB:loj

Cc. Miles Parker, Miles.Parker@duke-energy.com
Jimmy Perry, Jimmy.Perry@duke-energy.com

Utility Relocation Agreement
Town of Holly Springs
Holly Springs Road Widening Ph.2
Duke Energy Progress Project Number PFP329685
County: Wake State: NC

This Utility Relocation Agreement ("Agreement") made this _____ day of _____, 20__, by and between Town of Holly Springs, hereinafter referred to as TOHS and Duke Energy Progress,LLC. hereinafter referred to as the COMPANY. The TOHS and Company acknowledge that this Agreement and any Agreement amendment documents requiring signatures may be transmitted electronically. TOHS and Company stipulate that if this Agreement is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original.

WITNESSETH:

THAT WHEREAS, TOHS, will submit a project for construction as follows: Relocate DE company facilities out of ToHS way for Holly Springs Road Widening Phase 2.

WHEREAS, the construction of said project will require certain adjustments to be made to the existing facilities of the COMPANY:

NOW, THEREFORE, In order to facilitate the orderly and expeditious relocation of the said facilities of the COMPANY, TOHS and the COMPANY have agreed as follows:

1. That any work performed under this Agreement shall comply with the NCDOT "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHT OF WAY", dated January 1, 1975 and such amendments thereto as may be in effect at the date of this Agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such Agreements thereto as may be in effect at the date of this Agreement. The provisions of said FAPG and amendments thereto are incorporated in this Agreement by reference as fully as if herein set out. Any work performed under this Agreement not in compliance with FAPG shall constitute unauthorized work and TOHS shall be relieved of

participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental Agreement attached to and made a part hereof.

2. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials, and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including itemization of appropriate credits for salvage and betterment's, all in sufficient detail to provide TOHS, a reasonable basis for analysis. Unit cost, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the TOHS's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. There are no costs for changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, or its contractor. The attached estimate is valid for 90 days and is based on design shown in the attached drawings. The estimates will be updated and an amendment to the original Utility Relocation Agreement may be initiated if the scope of the project changes (causing cost to exceed original estimate) or new right of way cannot be obtained (causing a delay in the relocation construction).
3. That TOHS's authority, obligation, or liability to pay for relocations as set forth in the Agreement is based on the COMPANY having a right of occupancy in its existing location by reason of holding the fee, as easement or other real property interest, the damaging or taking of which is compensable in eminent domain.
4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental Agreement attached to and made a part of this Agreement.
5. That the construction work provided for in this Agreement will be performed by the method or methods as specified below:

_____ BY COMPANY's REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its Agreement with such employees.

X BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

_____ BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

6. a. It is contemplated by the parties hereto that the construction of this TOHS project is in progress.
b. Based on the best information available at the present time to the COMPANY, indicated applicable paragraph, below:

_____ Materials are available and it is expected that work will be complete prior to road construction.

_____ All work will take place during TOHS construction and arrangements for said work will be coordinated with TOHS construction operations at pre-construction conference.

X Work will begin promptly upon notification by TOHS; however, it is not expected to be complete prior to road construction, any remaining work will be coordinated with TOHS construction operation at pre-construction conference.

__Other (Specify)_____

7. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:
- a. X Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- b. _____ Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by TOHS.

- c. _____ On a lump -sum basis where the estimated cost to the TOHS does not exceed \$100,000.00, Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

8. Indicate If (a), (b), or (c) applicable:

- a. X That the replacement facility is not of greater functional capacity or capability than the one it replaces, and includes no COMPANY betterments.
- b. _____ That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.
- c. _____ That the replacement facility is other than a segment of the COMPANY'S service, distribution, or transmission lines, such as a building, pumping station, ration plant, power plant or substation, production or transfer of storage facilities and other similar operating units of the COMPANY's physical plant or operating facilities,

If (c) is applicable, set forth credit to the project for the accrued depreciation of the facility being replaced.

9. That the total estimated cost of the work proposed herein, including all cost to the COMPANY less any credit for salvage, to complete the project is estimated to be _____ \$ 1,897.670.12

The estimated non-betterment cost to TOHS, including all cost less any credits for salvage, betterment and additional work done by the COMPANY will be _____ \$ 1,897,670.12

The estimated cost to the COMPANY including betterments and any additional work done by the COMPANY will be _____ \$ _____

(The above costs shall be supported by attached estimate and plans)

10. That in the event it is determined there are changes in the Agreement's scope of work which require additional work be conducted by COMPANY under this Agreement, then COMPANY's reimbursement shall be limited to all costs covered by either a modification of this Agreement or by a written change order or extra work order approved by TOHS (collectively, a "Change Order"); provided, however TOHS shall not unreasonably refuse its consent to such Change Order.
11. Periodic progress billings of incurred costs will be made by the COMPANY to TOHS not to exceed monthly intervals for no less than \$3,000.00 each; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. One final and detailed complete billing of all cost shall be made by the COMPANY to TOHS at the earliest practicable date after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this Agreement.

12. That TOHS shall have the right to inspect non-reusable materials of the COMPANY recovered on this project prior to disposal by sale or scrap.
13. That TOHS shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this Agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.
14. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the roadway within the roadway right of way limits in accordance with all applicable laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
15. That if, in the future, it becomes necessary due to roadway construction or improvement to adjust or relocate utilities covered in this Agreement being relocated at the expense of the requesting party that are crossing or otherwise occupying roadway right of way, the non-betterment cost of same will be that of the requestor.
16. That if, at any time, the TOHS shall require the relocation of or changes in the location of the encroaching facilities covered in this Agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to TOHS.
17. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within roadway right of way, and agrees to execute such instruments as may be reasonably requested by TOHS evidencing that relinquishment.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

TOHS

By: _____

Name: _____

Title: _____

DUKE ENERGY PROGRESS, LLC.

By: Chad Brenco

Chad Brenco
HIGHWAY RELOCATION PROGRAM MANAGER

State of North Carolina, County of Hake
KNOW ALL MEN BY THESE PRESENTS, That G. H. Jordan and wife Annie B. Jordan

grantor(s),
of said County and State, in consideration of the sum of \$ 1.00, to me (us) in hand paid by
CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said CAROLINA POWER & LIGHT
COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and
State, containing 500 acres bounded by lands of Wray & Elmer Brewer, Mollie Minter, —
Jones, Latta Pearce, and Mrs. Morgan,

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary apparatus
and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the
purpose of inspecting said line and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in
conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said line all trees and
other obstructions that may, in any way, endanger the proper maintenance and operation of the same. To have and to hold the aforesaid right, privi-
lege and easement unto the CAROLINA POWER & LIGHT COMPANY, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor(s) do their hereunto set 6th hand(s) and seal(s), this November 4th day of
1944
Witness: G. H. Jordan (Seal)
Annie B. Jordan (Seal)
✓ (Seal)
✓ (Seal)

NORTH CAROLINA, Hake County.
The due execution of the foregoing instrument by G. H. Jordan and Annie B. Jordan, the grantor
therein named, for the purposes therein expressed, was this day duly proven before me by the oath and examination of G. H. Jordan and Annie B. Jordan
✓, the subscribing witness thereto.
Witness my hand and notarial seal, this 6th day of November, 1944.
Notary Public.

My commission expires the 6th day of November, 1944.
STATE OF NORTH CAROLINA—County of Hake
I, M. R. Bird, a Notary Public within and for said County and State,
do hereby certify that G. H. Jordan and Annie B. Jordan personally appeared before
me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and Notary Seal seal, this 6th day of November, A.D. 1944.
Notary Public.

My commission as Notary Public expires on the 6th day of November, 1944.
STATE OF NORTH CAROLINA, Hake County.
I, M. R. Bird, a Notary Public within and for Hake County, North Carolina, do hereby certify that
G. H. Jordan and Annie B. Jordan being by me privately examined, separate and apart from each other and the said
husband touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her
said husband or any other person, and that she doth still voluntarily assent thereto. November 4th 1944
Witness my hand and Notary Seal seal, this 6th day of November, A.D. 1944.
My commission expires the 6th day of October 1946. M. R. Bird Notary Public (Seal)
NORTH CAROLINA, Hake County.
The foregoing certificate of M. R. Bird, a Notary Public of Hake County, State of North Carolina
is attested to be correct. Let the instrument with the certificate be registered.
Witness my hand Hollie Whitlock
this 18th day of Dec, 1944. Dep. Clerk Superior Court.

Filed for registration on the 18 day of Dec, 1944 at 9 o'clock A. M., and registered.
Recorded February 6, 1945 Hunter Ellington
Book 916 Page 272. Per Jas. A. Rowland Deputy.

CAROLINA POWER AND LIGHT CO.—Form 675—83679. Rev. 9-21-44

(Bin 162—O.B. 95)

Mitchell Printing Company, Raleigh, N. C.

State of North Carolina, County of Hake

KNOW ALL MEN BY THESE PRESENTS, That

Mollie Minter, widow

, grantor(s).

of said County and State, in consideration of the sum of \$ 1.00, to me (us) in hand paid by CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, containing 2 acres, bounded by lands of Elmer Brewer & Wray Brewer and G. H. Jordan

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same. To have and to hold the aforesaid right, privilege and easement unto the CAROLINA POWER & LIGHT COMPANY, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor(s) do her hereunto set her hand(s) and seal(s), this 25th day of

October 19 44

Witness:

Mollie Minter her mark

(Seal)

(Seal)

(Seal)

(Seal)

NORTH CAROLINA, _____ County.

The due execution of the foregoing instrument by _____

the grantor

therein named, for the purposes therein expressed, was this day duly proven before me by the oath and examination of _____

the subscribing witness thereto.

Witness my hand and notarial seal, this _____ day of _____, 19 _____

Notary Public.

My commission expires the _____ day of _____, 19 _____

STATE OF NORTH CAROLINA—County of _____

I, _____, a Notary Public within and for said County and State,

do hereby certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and _____ seal, this _____ day of _____, A.D. 19 _____

Notary Public.

My commission as Notary Public expires on the _____ day of _____, 19 _____

STATE OF NORTH CAROLINA, _____ County.

I, M. R. Bird a Notary Public within and for Hake County, North Carolina, do hereby certify that

Mollie Minter and her wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, being by me privately examined, separate and apart from the said husband touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and _____ seal, this 25th day of October, A.D. 19 44My commission expires the 24th day of October 1946 M. R. Bird - Notary Public (Seal)

NORTH CAROLINA, _____ County.

The foregoing certificate of M. R. Bird a Notary Public of Hake County, State of North Carolina is judged to be correct. Let the instrument with the certificate be registered.Done this 18th day of Dec, 19 44.Mollie Whitlock
Clerk Superior Court.Filed for registration on the 18 day of Dec, 19 44 at 9 o'clock A. M., and registered.Recorded February 7, 1945
Book 916 Page 283Hunter Ellington
Register of Deeds.
Per Jas. A. Cowland Deputy.

State of North Carolina, County of Wake

KNOW ALL MEN BY THESE PRESENTS, That

Thomas Cassidy and wife
C. M. Cassidy

grantor(s),

of said County and State, in consideration of the sum of \$

100-

to me (us) in hand paid by

CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State,

containing 78 acres, bounded by lands of L. L. Pierce - Mrs. George Jordan
and others

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same. To have and to hold the aforesaid right, privilege and easement unto the CAROLINA POWER & LIGHT COMPANY, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor(s) do hereunto set their hand(s) and seal(s), this 13 day ofDec, 1948

WITNESS:

Thomas Cassidy [SEAL]C. M. Cassidy [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF NORTH CAROLINA, _____ COUNTY.

The due execution of the foregoing instrument by _____, the grantor therein named, for the purposes therein expressed, was this day duly proven before me by the oath and examination of _____

the subscribing witness thereto.

Witness my hand and notarial seal, this _____ day of _____, 19____.

My commission expires _____, Notary Public.

STATE OF NORTH CAROLINA, Wake COUNTY.I, W. L. Johnson

a Notary Public within and for

Anson

County,

North Carolina, do hereby certify that Thomas Cassidy and wife, C. M. Cassidy personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 13 day of Dec, A.D. 1948.My commission expires in said day of May 1950 W. L. Johnson, Notary Public.STATE OF NORTH CAROLINA, Wake COUNTY.

The foregoing certificate of W. L. Johnson, Notary Public, of Anson County, is adjudged to be correct. Let the instrument, with the certificates, be registered.

Done this the 1st day of March, 1949 S. A. L. W. W. T.

Clerk Superior Court.

Filed for registration on the 18 day of March, 1949, at 10 o'clock A.M., and registered.Record & March 27, 1949Book 1010Page 353Hunt & Livingston

Register of Deeds.

By: [Signature] Deputy.

NORTH CAROLINA

WAKE COUNTY

DRAWN BY OR UNDER THE
DIRECTION OF: *md*
ANDREW McDANIEL
ATTORNEY

61050 J4

KNOW ALL PERSONS BY THIS RIGHT OF WAY GRANT, that the undersigned FRANKLIN D. HART AND WIFE, ELEANOR B. HART

of said County and State, in consideration of the sum of \$ 1.00 paid by CAROLINA POWER & LIGHT COMPANY, the receipt being herein acknowledged, hereby grant(s) unto said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege, and easement to go in and upon that certain land situated in HOLLY SPRINGS Township in said County and State, described as follows: CONTAINING .813 ACRES, MORE OR LESS, AND BEING THE LAND DESCRIBED IN A DEED FROM JESSIE J. RAGAN TO FRANKLIN D. HART AND WIFE ELEANOR B. HART DATED MARCH 29, 1989, AND RECORDED IN DEED BOOK 4462, PAGE 841, WAKE COUNTY REGISTRY

and to construct, maintain, and operate over, under, and across said premises a line consisting of poles, wires, cables, underground conduits, and other pertinent facilities within a strip or area of said land thirty (30) feet wide for the purpose of transmitting electricity, with the right to do all things necessary or convenient thereto, including, but not being limited to, the right: (a) to enter said strip at all times over the adjacent land to inspect, repair, maintain, and alter said line; (b) to keep said strip cleared of trees, undergrowth, and buildings or other structures; (c) to trim limbs from, and cut down, any tree outside of said strip which may, in the opinion of Carolina Power & Light Company, endanger the line or hinder the maintenance, operation, and use of the same; (d) to install at any angle point of the electric line guy wires and anchors outside of said strip for the support of the line; and (e) to permit the attachment of wires, cables, and conduits of any other company or person.

The center line of the poles or structures which support said electric line shall be the center of said strip.

PRESENTED
FOR
REGISTRATION

000062

89 NOV 28 AM 9:54

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

TO HAVE AND TO HOLD the aforesaid right, privilege, and easement unto CAROLINA POWER & LIGHT COMPANY, its successors and assigns, forever.

IN WITNESS WHEREOF, this instrument has been duly executed under seal by the undersigned, this 24 day of October, 19 89.

Witness: _____

Franklin D. Hart (Seal)
Eleanor B. Hart (Seal)

NORTH CAROLINA, Wake COUNTY
I, Ann E. Cannady, a Notary Public of Wake County,
North Carolina, do hereby certify that Franklin D. Hart & Eleanor B. Hart

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and notarial seal, this 24th day of October, 19 89.

My commission expires the 18th day of Sept., 19 94.

Ann E. Cannady
Notary Public

NORTH CAROLINA, _____ COUNTY
I, _____, a Notary Public of _____ County,
North Carolina, certify that _____ personally appeared before
me this day and, being duly sworn, stated that, in his (her) presence, _____

signed the foregoing instrument.
Witness my hand and notarial seal, this _____ day of _____, 19 ____.

My commission expires the _____ day of _____, 19 ____.

NORTH CAROLINA, Wake COUNTY
The foregoing certificate(s) of Ann E. Cannady

Notary (ies) Public, is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and page shown hereon.

KENNETH C. WILKINS, Register of Deeds for Wake County

By: *Elizabeth H. Canalee*, Deputy/Assistant Register of Deeds

BK 8156PG0487

C1067 J61

NORTH CAROLINA
WAKE COUNTY

THIS EASEMENT made this 14 day of Sep, 1998, from SUNSET FOREST, LLC hereinafter referred to as GRANTOR (whether one or more), to CAROLINA POWER & LIGHT COMPANY, a North Carolina public service corporation, hereinafter referred to as CP&L;

000368

98 SEP 30 AM 11:42

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto CP&L, its successors and assigns, the right, privilege, and easement to go in and upon the land of GRANTOR situated in HOLLY SPRINGS Township of said County and State, described as follows: CONTAINING 106.5 ACRES, MORE OR LESS, AND BEING THE LAND DESCRIBED IN DEEDS TO SUNSET FOREST, LLC FROM: (1) D. WATSON ADCOCK ET UX, DATED SEPTEMBER 16, 1996, RECORDED IN BOOK 7151 PAGE 328; (2) ZEBEDEE ADAMS ET AL, DATED JANUARY 5, 1998, RECORDED IN BOOK 7979 PAGE 845; (3) JAMES KELSO ADAMS, DATED FEBRUARY 18, 1998, RECORDED IN BOOK 7979 PAGE 847; (4) MARIE A. YATES ET VIR, DATED FEBRUARY 18, 1998, RECORDED IN BOOK 7979 PAGE 850; (5) ZEBEDEE ADAMS ET UX, DATED FEBRUARY 18, 1998, RECORDED IN BOOK 7979 PAGE 853; (6) CHRISTINE A. UTLEY ET VIR, DATED FEBRUARY 18, 1998, RECORDED IN BOOK 7979 PAGE 857; (7) GWENDOLYN W. BURRELL AND BRIAN H. TENNY, COMMISSIONERS, DATED AUGUST 24, 1998, RECORDED IN BOOK 8130 PAGE 1892, ALL OF WAKE COUNTY REGISTRY, LESS AND EXCEPT any prior out-conveyances, and to construct, maintain, and operate electric and/or communication facilities thereon consisting of poles, cables, wires, guys, anchors, underground conduits, enclosures, and other pertinent facilities within an easement area thirty (30) feet wide for the overhead portion of said facilities and ten (10) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any enclosure, with the right to do all things necessary, including, but not being limited to, the right: (a) to enter said easement area at all times over the adjacent land to inspect, repair, maintain, and alter said facilities; (b) to keep said easement area cleared of trees, shrubs, undergrowth, buildings, structures, and obstructions; (c) to trim or cut any tree adjacent to said easement area that may, in the opinion of CP&L, endanger the overhead facilities or hinder the maintenance, operation, and use of the same; and (d) to install, at angle points of the overhead facilities, guy wires and anchors outside of said easement area. The center line of the facilities shall be the center line of said easement area.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-described land, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto CP&L, its successors and assigns, forever. IN WITNESS WHEREOF, this EASEMENT has been executed under seal by Manager(s) of GRANTOR, as of the date first above written.

Witnesses:

SUNSET FOREST, LLC

By:

By:

By:

By:

NORTH CAROLINA, Wake COUNTY
I, Ben A. Betts, a Notary Public of Wake County, North Carolina, certify that Sunset Forest, LLC Cardovia L. Blackmon, partner

Manager(s) of SUNSET FOREST, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT as Manager(s) of the limited liability company.

Witness my hand and notarial seal, this 14 day of Sep, 1998.



Ben A. Betts Notary Public
My commission expires: 01-10-2003

NORTH CAROLINA, _____ COUNTY
I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day, and being duly sworn, stated that, in his/her presence _____

Manager(s) of SUNSET FOREST, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT as Manager(s) of the limited liability company.

Witness my hand and notarial seal, this _____ day of _____, 19____.

(Notary Seal)

Notary Public
My commission expires: _____

The foregoing certificate of Ben A. Betts is certified to be correct. This EASEMENT and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

LAURA M. RIDDICK

Register of Deeds for Wake County
By: Agnes De Deputy/Assistant

Drawn by or under the direction of Smith Anderson
Blount Dorcott Mitchell & Jernigan LLP (STP)

NORTH CAROLINA

WAKE COUNTY

THIS EASEMENT made this 25 day of JUNE, 2001, from WAKE COUNTY BOARD OF EDUCATION, hereinafter referred to as GRANTOR (whether one or more), to CAROLINA POWER & LIGHT COMPANY, a North Carolina public service corporation, hereinafter referred to as CP&L;

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto CP&L, its successors and assigns, the right, privilege, and easement to go in and upon the land of GRANTOR situated in Holly Springs Township of said County and State, described as follows: containing 36.34 acres, more or less, and being the land described in a deed from The Town of Holly Springs to Wake County Board of Education, dated May 28, 1999, and recorded in Book 8326 page 2621, Wake County Registry, LESS AND EXCEPT any prior out-conveyances, and to construct, maintain, and operate electric and/or communication facilities thereon consisting of poles, cables, wires, underground conduits, enclosures, and other pertinent facilities within an easement area ten (10) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any enclosure, with the right to do all things necessary, including, but not being limited to, the right: (a) to enter said easement area at all times over the adjacent land to inspect, repair, maintain, and alter said facilities; and (b) to keep said easement area cleared of trees, shrubs, undergrowth, buildings, structures, and obstructions. The center line of the facilities shall be the center line of said easement area.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-described land, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; (2) said facilities shall be installed at locations mutually agreeable to the parties hereto; and (3) CP&L agrees, except during the initial construction of the herein above referenced facilities, portions of which facilities may be installed immediately, and other portions installed in the future, to promptly repair, at CP&L's expense, any damages solely and directly resulting from CP&L's maintenance or operational work, and to restore to the fullest extent practical the surface of GRANTOR'S property to substantially the same condition said property was in immediately preceding any work, ordinary wear and tear, and casualty excepted; provided, however, that in exercising said rights CP&L agrees: (i) that except in emergencies (as determined by CP&L in its sole discretion), or to comply with any regulatory requirements, to use existing roads and paths to access said easement area, unless CP&L determines, in its reasonable judgment, that such access is impracticable; and (ii) to conduct all work permitted hereunder in a professional and workmanlike manner.

TO HAVE AND TO HOLD said rights, privilege, and easement unto CP&L, its successors and assigns, forever. IN WITNESS WHEREOF, GRANTOR has caused this EASEMENT to be signed in its name by its duly authorized officials and its official seal to be hereunto affixed, as of the date first above written.

WAKE COUNTY BOARD OF EDUCATION

By: [Signature]

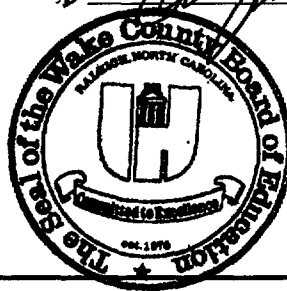
✓

Chairman

ATTEST:

[Signature]

Secretary



(Affix Official Seal)

NORTH CAROLINA, Wake COUNTY

I, Janice D. Shearin, a Notary Public of Wake County, North Carolina, certify that William R. McNeal personally appeared before me this day and acknowledged that (he/she) is Secretary of WAKE COUNTY BOARD OF EDUCATION, and that by authority duly given and as the act of said BOARD, the foregoing EASEMENT was signed in its name by its Chairman, sealed with its official seal, and attested by him self as its Secretary.

Witness my hand and notarial seal, this 25 day of June, 2001.



[Signature]

Notary Public

My commission expires: 8-21-2004

The foregoing certificate of _____ is certified to be correct. This EASEMENT and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Register of Deeds for _____ County

By: _____ Deputy/Assistant

Wake County, NC 251
Laure M Riddick, Register Of Deeds
Presented & Recorded 07/26/2001 12:04:15
Book : 009011 Page : 02280 - 02281

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009011 Page : 02280 - 02281

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Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate___ of _____

_____ *Jamie D Shear* _____

_____ Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and
page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: *Sandra Bell*
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages

EASEMENT

WAKE COUNTY

THIS EASEMENT made this 12th day of May, 2004, from PORTIA LEACH DOCKERY, Widow, hereinafter referred to as GRANTOR (whether one or more), to PROGRESS ENERGY CAROLINAS, INC., a North Carolina public service corporation, hereinafter referred to as PEC:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto PEC, its successors and assigns, the right, privilege, and easement to go in and upon the land of GRANTOR situated in Holly Springs Township of said County and State, described as follows: containing two lots, more or less, and being the land shown and described as lots 1 and 4 on a Map entitled "Cassidy Subdivision" also known as "Sunset Acres", dated October, 1958, November, 1959 and January 1961, surveyed by C.W. Russum, R.L.S. and recorded in Map Book 1967, page 101, Wake County Registry, LESS AND EXCEPT any prior out-conveyances, and to construct, maintain, and operate electric and/or communication facilities thereon consisting of poles, cables, wires, guys, anchors, underground conduits, enclosures, and other pertinent facilities within an easement area thirty (30) feet wide for the overhead portion of said facilities and ten (10) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any enclosure, with the right to do all things necessary, including, but not being limited to, the right: (a) to enter said easement area at all times over the adjacent land to inspect, repair, maintain, and alter said facilities; (b) to keep said easement area cleared of trees, shrubs, undergrowth, buildings, structures, and obstructions; (c) to trim or cut any tree adjacent to said easement area that may, in the opinion of PEC, endanger the overhead facilities or hinder the maintenance, operation, and use of the same; and (d) to install, at angle points of the overhead facilities, guy wires and anchors outside of said easement area. The center line of the facilities shall be the center line of said easement area. **PEC shall not install facilities outside of said easement area without obtaining another EASEMENT, except for those facilities that may be installed as set forth in item (d) above.**

TO HAVE AND TO HOLD said rights, privilege, and easement unto PEC, its successors and assigns, forever. IN WITNESS WHEREOF this EASEMENT has been executed under seal by GRANTOR, as of the date first above written.

Portia Leach Dockery (SEAL)

_____ (SEAL)

I, Robert F. Stancil, a Notary Public of Harnett County, North Carolina, certify that Portia Leach Dockery personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

ROBERT F. STANCIL
NOTARY PUBLIC
HARNETT COUNTY, NC

Robert F. Stancil
Notary Public

Page 200 of 263



BOOK:010855 PAGE:02174 - 02175

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Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate___ of _____

Robert F. Starnel

____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: *Frederick C. Baymon*
Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

This Document

_____ New Time Stamp
2 # of Pages

22.004-7/11/03

FRANCHISE

GRANTED BY Town OF Holly Springs, NORTH CAROLINA

TO

CAROLINA POWER & LIGHT COMPANY

MINUTES OF FIRST PASSAGE

The Board of Commissioners for the Town of Holly Springs
(Commissioners or Aldermen)
met in regular session at the regular time and place for holding its meetings,
to-wit: at 7:30 o'clock P.M., on 2nd day of April, 1984, at
Town Hall in the Office of Town Clerk ;

Gerald W. Holleman, Mayor, was present and presiding, and Ray Thaxton
Bonnie Morton Parrish Womble Vada Brendle
(Commissioners or Aldermen)
John McNeil

were present and participated in the meeting.

Vada Brendle presented an Ordinance for the grant of a
(Commissioner or Alderman)
franchise to the Carolina Power & Light Company, and moved that it be passed
upon its first reading, which was seconded by John McNeil.
(Commissioner or Alderman)
Said Ordinance being as follows:

(ORDINANCE)

SECTION 1. Be it ordained by the Board of Commissioners
(Commissioners or Aldermen)
of the Town of Holly Springs, N. C., that the right and privilege be
and the same hereby is given and granted unto Carolina Power & Light Company,
a North Carolina Public Service Corporation of Raleigh, North Carolina, its
successors, lessees, and assigns, to lay, plant, extend, construct, build,
erect, maintain, repair, replace and remove its lines, poles, wires, appliances,
conductors, fixtures, and other appurtenances for the conducting, conveying,
distribution, and the transmission of power by electricity upon, along, over,
through and under any and all the highways, roads, streets, avenues, sidewalks,
alleys, lanes, bridges, and other public places, including all areas dedicated
for public use within and near the said Town of
Holly Springs, N. C. and to do all necessary acts for that purpose;

Lilley Lundy
(Signature)
Town of Holly Springs, Clerk

and assent and permission is hereby given and granted unto the said Carolina Power & Light Company, its successors, lessees and assigns, to conduct, carry on, transact, and do within and near the said Town of Holly Springs, N. C. any and all business, and exercise all rights and privileges which the said Carolina Power & Light Company, its successors, lessees and assigns, under and by the terms of its charter, or otherwise, is authorized, empowered, or permitted to conduct, carry on, exercise, do, or transact, including among other powers, privileges, and rights, the right, power, and privilege to use, lease, sell, convey, distribute and transmit power by electricity for manufacturing, lighting, heating, motive power, or other purpose or purposes.

SECTION 2. All highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges, and other public places that may be disturbed or damaged in the construction or maintenance of said lines, poles, wires, and other appliances shall be promptly replaced or repaired by said Carolina Power & Light Company, its successors, lessees or assigns, at its or their own expense, and to the satisfaction of said Mayor or designee, and all poles shall be substantial and symmetrical, and so located as not to unreasonably interfere with the public use of said highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges, or other public places, or unnecessarily and unreasonably endanger the property or person of the citizens of said Town. And in case said Carolina Power & Light Company, its successors, lessees or assigns, shall fail to so replace or repair said highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges, or other public places within ten days after written notice so to do from the Mayor of the said Town, the same may be replaced or repaired by the proper authorities of said Town; and the said Carolina Power & Light Company, its successors, lessees or assigns, in the event thereof shall faithfully pay to said Town the cost of such replacing and repairing, and pay, in addition thereto, the sum of five dollars (\$5) for each and every place so replaced or repaired, by way of a penalty for such failure.

SECTION 3. Said Carolina Power & Light Company, its successors, lessees or assigns, shall hold said Town free and harmless from all damages or claims for damages arising by reason of the negligent construction or maintenance of said lines, wires, poles, appliances, fixtures and appurtenances.

Sally Sandy
(Signature)
Town of Holly Springs, Clerk

SECTION 4. The rights and privileges above set forth are granted for the term of sixty years from the final passage of this Ordinance.

The foregoing Ordinance was read and discussed, and considered, section by section, after which a vote being taken and canvassed, whereupon it was found that:

<u>Ray Thaxton</u>	<u>Bonnie Morton</u>	<u>Parrish Womble</u>
<u>(Commissioners or Aldermen)</u>		
<u>Vada Brendle</u>	<u>John McNeil</u>	

voted in favor of said Ordinance on its first reading, and

(Commissioners or Aldermen)

voted against its passage. Whereupon the Mayor declared that said Ordinance had duly passed its first reading and directed that it stand for final consideration at a subsequent regular meeting of the Board.

Lilly Landry
(Signature)
Town of Holly Springs, Clerk

MINUTES OF FINAL PASSAGE

The Board of Commissioners for the Town of Holly Springs, N. C. met in regular session at the regular time and place for holding its meetings, to-wit: at 7:30 o'clock P. M., on 7th day of May, 1984, at Town Hall in the Office of Town Clerk Mr.(S) Gerald W. Holleman, Mayor, was present and presiding, and

<u>Ray Thaxton</u>	<u>Bonnie Morton</u>	<u>Vada Brendle</u>
(Commissioners or Aldermen)		
<u>John McNeil</u>		

were present and participated in the meeting.

The Ordinance, which was adopted on its first reading at the regular meeting of April 2, 1984, for the grant of a franchise to Carolina Power & Light Company, came up for further and final consideration, and Vada Brendle moved that said ordinance be passed on its second (Commissioner or Alderman) and final reading. Motion was seconded by Bonnie Morton (Commissioner or Alderman).

The Clerk then read the said Ordinance as recorded in the Minutes of said regular meeting on 2nd day of April, 1984, and it was discussed and considered, section by section, after which a vote was taken and canvassed, whereupon it was found that

<u>Ray Thaxton</u>	<u>Bonnie Morton</u>	<u>Vada Brendle</u>
(Commissioners or Aldermen)		
<u>John McNeil</u>	<u>Gerald W. Holleman</u>	

voted in favor of its second and final passage and that

(Commissioners or Aldermen) voted against its second and final passage, and thereupon the Mayor declared that said Ordinance had duly passed upon its second and final reading and directed that proper certified copies of said Ordinance and the proceedings in respect thereto had at this meeting and the regular meeting of 2nd day of April, 1984, be furnished to the Carolina Power & Light Company.

(Signature) _____, Clerk
 Town of Holly Springs

CERTIFICATE OF CLERK

STATE OF NORTH CAROLINA

HOLLY SPRINGS, N. C.

I, Libby Sandy, the undersigned Clerk to the Board of Town of Holly Springs, N. C., a North Carolina Municipal Corporation, do hereby certify that the foregoing sheets, Nos. 1, 2, and 3, inclusive, each bearing my signature on the margin thereof, contain a true and accurate copy of the franchise ordinance duly passed by the Board of Commissioners of said Town of Holly Springs, at a regular and duly assembled meeting of said Board, on the 2nd day of April, 1984, together with a true and accurate copy of the minutes of said meeting, showing the entire proceedings with respect to the adoption of said Ordinance on its first passage, as recorded in Book of Minutes No. at pages to , inclusive., dated April 2, 1984.

I further certify that the foregoing sheet No. 4 and bearing my signature on the margin thereof, contains a true and accurate copy of the minutes of a regular and duly assembled meeting of said Board, on the day of May, 1984, at which said franchise ordinance was passed upon its second and final reading, as recorded in Book of Minutes No. , at pages to , inclusive., dated May 7, 1984.

Witness my hand and the corporate seal of the Town of Holly Springs, N. C., this 15th day of May, 19 84.

Libby Sandy
Clerk of the Town of
Holly Springs, North Carolina.

(TOWN
SEAL)

EXHIBIT "A"

AN ORDINANCE granting permission unto the Carolina Power & Light Company, its successors, lessees and assigns, to construct and maintain its lines for the transmission and distribution of electricity along, over, and under the highways of the Town of Holly Springs, County of Wake, State of North Carolina, and to conduct and carry on within the said Town of Holly Springs the business authorized by and under the terms of the charter of the said Carolina Power & Light Company.

SECTION 1. Be it ordained by the Governing Authorities Commissioners of the Town of Holly Springs, that the right and privilege be and the same hereby is given and granted unto Carolina Power & Light Company, its successors, lessees, and assigns, to lay, plant, extend, construct, build, erect, maintain, repair, replace and remove its lines, poles, wires, appliances, conductors, fixtures, and other appurtenances for the conducting, conveying, distribution and the transmission of power by electricity upon, along, over, through and under any and all the highways, roads, streets, avenues, sidewalks, alleys, lanes, bridges, and other public places, including all areas dedicated for public use within and near the said Town of Holly Springs, N. C., and to do all necessary acts for that purpose; and assent and permission is hereby given and granted unto the said Carolina Power & Light Company, its successors, lessees and assigns, to conduct, carry on, transact, and do within and near the said Town of Holly Springs any and all business, and exercise all rights and privileges which the said Carolina Power & Light Company, its successors, lessees and assigns, under and by the terms of its charter, or otherwise, is authorized, empowered, or permitted to conduct, carry on, exercise, do, or transact, including among other powers, privileges, and rights, the right, power, and privilege to use, lease, sell, convey, distribute and transmit power by electricity for manufacturing, lighting, heating, motive power, or other purpose or purposes.

SECTION 2. All highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges, and other public places that may be disturbed or damaged in the construction or maintenance of said lines, poles, wires, and other appliances shall be promptly replaced or repaired by said Carolina Power & Light Company, its successors, lessees or assigns, at its or their own expense, and to the satisfaction of said Town, and all poles shall be substantial and symmetrical, and so located as not to interfere with the public use of said highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges, or other public places, or unnecessarily and unreasonably endanger the property or person of the citizens of said Town. And in case said Carolina Power & Light Company, its successors, lessees or assigns shall fail to so replace or repair said highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges, or other public places within ten days after written notice so to do from the Mayor of the said Town, the same may be replaced or repaired by the proper authorities of said Town; and the said Carolina Power & Light Company, its successors, lessees or assigns, in the event thereof shall faithfully pay to said Town the cost of such replacing and repairing, and pay, in addition thereto, the sum of five dollars (\$5) for each and every place so replaced or repaired, by way of a penalty for such failure.

Lilly Sandy
(Signature)
Town of Holly Springs, Clerk

SECTION 3. Said Carolina Power & Light Company, its successors, lessees or assigns, shall hold said Town free and harmless from all damages or claims for damages arising by reason of the negligent construction or maintenance of said lines, wires, poles, appliances, fixtures and appurtenances.

SECTION 4. The rights and privileges above set forth are granted for the term of sixty years from the date of this ordinance.

Done, resolved, and ratified in Board and Council under the corporate

seal of said Town of Holly Springs
this 15th day of May, 1984.

(TOWN
SEAL)

ATTEST:

By Libby Sandy

Town Clerk of Holly Springs, N.C.

Libby Sandy
(Signature)
Town of Holly Springs, Clerk

0104008429(SLP)

C1092
J42

Progress Energy Carolinas, Inc.

Cary

, N.C. or S.C.

Date April 20, 2004, revised 6/1/2004, 6/2/2004To Real Estate Management
Raleigh, North CarolinaCREV
mdm

Enclosed are right-of-way easements listed below :

Name of Line Town of Holly SpringsLocation Holly Springs Road and Sunset Lake RoadCounty Wake, Holly Springs Township

Distribution Charge Number

Grantors	(1) Live Oak Partners Limited Partnership – OH & UG easement secured (Blanket on UG Only) Jordan-Matthews Limited Partnership – OH & UG easement secured (Blanket on UG Only) Branch Banking and Trust Company, Trustee, Under That Will of George H. Jordan, Jr. – OH & UG easement secured (Blanket on UG Only)
	(2) J&H of Holly Springs, LLC – OH & UG easement secured (Blanket on UG Only)
	(3) Live Oak Partners Limited Partnership – see # 1
	(4) Triangle Insurance Consultants, Inc. – Stub pole and anchor easement secured
	(5) Beverly J. Utley – Verbal OK secured
	(6) Beverly Ann Lipscomb – The Town of Holly Springs condemned for a stub pole, guys and anchor. See enclosed documents.
	(7) Donald R. Winston and wife, Jean T. Winston – OH easement secured
	(8) Junior McQueen and wife, Della McQueen – OH easement secured Jimmy Wayne McQueen and wife, Kimberly Laverne McQueen – OH easement secured Michael A. McQueen and wife, Karen B. McQueen – OH easement secured James Terry McQueen – OH easement secured Judith Ann McQueen – OH easement secured Iworthia M. Jones and husband, Donald L. Jones – OH easement secured
	(9) Joyce Ann Williams, single – OH easement secured
	(10) Tri-South Development, Inc. – OH easement secured
	(11) Sunholly, LLC – OH & UG Blanket easement secured
	(12) Joyce H. O'Neil – Verbal OK secured
	(13) Iris Faye Watson – OH & UG easement secured
	(14) Don G. Lane and wife, Phyllis B. Lane – no easement secured, line revised, no R/W required Alan L. Byrd and wife, April R. Byrd
	(15) Portia Leach Dockery – OH easement secured
	(16) Marvin D. Bethea and wife, Adrienne C. Bethea – OH & UG easement secured
	(17) Iris Faye Watson – see # 13
	(18) Portia Leach Dockery – see # 15
	(19) J&H of Holly Springs, LLC – See # 2
	(20) Live Oak Partners Limited Partnership, etal – see # 1
	(21) Imageene Johnson Walton – Verbal OK secured
	(22) Junior McQueen – Verbal OK secured
	(23) Walter Edward Horton – Verbal OK secured
	(24) Mary L. Whitfield – Verbal OK secured
	(25) Louise Bowden – Verbal OK secured

CU Estimate

Project Estimation By Compatible Unit

Workorder: 37403956

Work Order Desc: Town of Holly Springs-Holly Springs Road Widening Ph.2 SHTs 4,5,6

Estimate: 7185190

Designer: Smothers, Victor

I/R/T	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SERVICE COST	SALVAGE VALUE
I	1	ANCH-PISA-LG-P	Anchor Power Installed Screw Anchor Single Large	\$77.95	\$82.08	\$0.00	\$0.00	\$0.00	\$0.00
I	5	ANCH-PISA-MD-P	Anchor Power Installed Screw Anchor Single Medium	\$227.75	\$410.40	\$0.00	\$0.00	\$0.00	\$0.00
I	3	ARM-SDE-10-FBG-NB-P	Crossarm Single Deadend 10ft fiberglass heavy duty no braces	\$746.22	\$212.93	\$0.00	\$0.00	\$0.00	\$0.00
I	3	ARM-SDE-8-FBG-NB-P	Crossarm Single Deadend 8ft fiberglass no braces	\$535.39	\$212.93	\$0.00	\$0.00	\$0.00	\$0.00
I	3	ARM-SGL-8-FBG-NB-P	Crossarm Single 8ft fiberglass no braces	\$314.96	\$212.93	\$0.00	\$0.00	\$0.00	\$0.00
I	2	ARR-LINE-18KV-P	Arrester Line 18kV	\$77.32	\$128.40	\$0.00	\$0.00	\$0.00	\$0.00
I	7	ARR-RISER-18KV-BKT-P	Arrester Riser Pole 18kV Bracket Mount	\$305.68	\$451.04	\$0.00	\$0.00	\$0.00	\$0.00
I	1	BKT-COMM-ROUTER-GRID-P	Bracket Communications Equipment for Cisco grid router	\$0.96	\$40.64	\$0.00	\$0.00	\$0.00	\$0.00
I	3	BKT-EM-ARM-1P-STL-MD-P	Bracket Equipment Mount Arm Single Phase Steel Medium (8in carriage bolts)	\$18.51	\$121.92	\$0.00	\$0.00	\$0.00	\$0.00
I	4	BKT-EM-POLE-1P-FG-P	Bracket Equipment Mount Pole Single Phase Fiberglass	\$107.32	\$162.56	\$0.00	\$0.00	\$0.00	\$0.00
I	3	BKT-EM-POLE-3P-FG-LG-P	Bracket equipment mount pole three position fiberglass 24in x 48 in	\$205.74	\$241.38	\$0.00	\$0.00	\$0.00	\$0.00
I	3	BKT-INSL-POST-POLE-LG-FG-P	Bracket insulator post on pole 30in fiberglass	\$204.81	\$120.28	\$0.00	\$0.00	\$0.00	\$0.00
I	6	BKT-INSL-POST-POLE-MD-FG-P	Bracket insulator post on pole 20in fiberglass	\$382.34	\$239.75	\$0.00	\$0.00	\$0.00	\$0.00
I	1	BKT-TERM-POLE-1P-FG-P	Bracket Termination Pole Single Phase Fiberglass	\$22.10	\$40.64	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CABLE-GRIP-SGL-MD-P	Cable Grip single eye 2-2 1/2in cable diameter	\$47.82	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	4	CABLE-GRIP-SGL-SM-P	Cable Grip single eye 1-1 1/4in cable diameter	\$68.24	\$5.52	\$0.00	\$0.00	\$0.00	\$0.00
I	59	CABLE-LGT-2-AL-TX-P	Cable Lighting 2 AL Triplex	\$38.51	\$1.35	\$0.00	\$0.00	\$0.00	\$0.00
I	477	CABLE-PRI-1/0-AL-TRXLPE-LC-25KV-P	Cable Primary 1/0 AL TRXLPE LC Shield 25kV	\$1,143.99	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	3603	CABLE-PRI-750-AL-TRXLPE-LC-25KV-P	Cable Primary 750 AL TRXLPE LC Shield 25kV	\$22,026.96	\$14.04	\$0.00	\$0.00	\$0.00	\$0.00
I	15	CABLE-SEC-2-AL-TX-P	Cable Secondary 2 AL Triplex	\$9.51	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	20	CABLE-TAIL-EQ-1/0-AL-25KV-P	Cable Tail for 1/0 AL 25kv primary in UG Equipment	\$47.96	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	20	CABLE-TAIL-EQ-2-TX-600V-P	Cable Tail for 2 triplex 600V in UG Equipment	\$12.68	\$16.52	\$0.00	\$0.00	\$0.00	\$0.00
I	120	CABLE-TAIL-EQ-750-AL-25KV-P	Cable Tail for 750 AL 25kv primary in UG Equipment	\$733.68	\$14.04	\$0.00	\$0.00	\$0.00	\$0.00
I	170	CABLE-TAIL-RISER-1/0-AL-25KV-P	Cable Tail for 1/0 AL 25kv primary in a riser	\$407.71	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	95	CABLE-TAIL-RISER-2-TX-600V-P	Cable Tail for 2 triplex 600V in a riser	\$60.23	\$3.51	\$0.00	\$0.00	\$0.00	\$0.00
I	135	CABLE-TAIL-RISER-750-AL-25KV-P	Cable Tail for 750 AL 25kv primary in a riser	\$825.32	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	71830.85	CADD-FLAGGING-P	DEP Cost Adder flagging (per dollar)	\$0.00	\$0.00	\$0.00	\$0.00	\$71,830.85	\$0.00
I	84048.26	CADD-MISC-P	DEP Cost Adder miscellaneous (per dollar)	\$0.00	\$0.00	\$0.00	\$0.00	\$84,048.26	\$0.00
I	64500	CADD-TREE-TRIM-P	DEP Cost Adder tree trimming (per dollar)	\$0.00	\$0.00	\$0.00	\$0.00	\$64,500.00	\$0.00
I	38	CLAMP-DE-MD-P	Clamp dead end 336-477	\$479.50	\$6.90	\$0.00	\$0.00	\$0.00	\$0.00
I	6	CLAMP-DE-SM-P	Clamp dead end 4/0AL-6CU	\$71.90	\$5.52	\$0.00	\$0.00	\$0.00	\$0.00
I	7	CLAMP-DE-WDG-SM-P	Clamp dead end wedge 6AL-2AL	\$8.12	\$11.39	\$0.00	\$0.00	\$0.00	\$0.00
I	1	COMM-ROUTER-GRID-ELEC-P	Communication Equipment grid router electric	\$3,227.00	\$86.96	\$0.00	\$0.00	\$0.00	\$0.00
I	6	COND-BEND-6IN-PVC-22DEG-R48-P	Conduit Bend 6in PVC 22 degree 48in radius	\$97.20	\$4.68	\$0.00	\$0.00	\$0.00	\$0.00
I	12	COND-BEND-6IN-PVC-90DEG-R48-P	Conduit Bend 6in PVC 90 Degrees 48in radius	\$459.72	\$9.36	\$0.00	\$0.00	\$0.00	\$0.00
I	477	COND-COIL-2IN-HDPE-SDR13-P	Conduit Coil 2in HDPE SDR 13.5	\$319.59	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	300	COND-COIL-3IN-HDPE-SDR13-P	Conduit Coil 3in HDPE SDR 13	\$521.88	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	6	COND-CPLG-6IN-PVC-SLIP-P	Conduit Coupling 6in PVC Slip	\$76.30	\$8.26	\$0.00	\$0.00	\$0.00	\$0.00
I	2	COND-END-2IN-PVC-P	Conduit End 2in PVC	\$2.10	\$2.75	\$0.00	\$0.00	\$0.00	\$0.00
I	2	COND-END-4IN-PVC-P	Conduit End 4in PVC	\$4.78	\$2.75	\$0.00	\$0.00	\$0.00	\$0.00
I	2	COND-END-6IN-PVC-P	Conduit End 6in PVC	\$8.02	\$2.75	\$0.00	\$0.00	\$0.00	\$0.00
I	2402	COND-STICK-6IN-PVC-SCH40-BG-P	Conduit Stick 6in PVC Schedule 40 Bore-Gard	\$14,040.16	\$9.36	\$0.00	\$0.00	\$0.00	\$0.00

CU Estimate

Project Estimation By Compatible Unit

I	20	COND-STICK-6IN-PVC-SCH40-P	Conduit Stick 6in PVC Schedule 40	\$95.35	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	8	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap	\$61.04	\$11.04	\$0.00	\$0.00	\$0.00	\$0.00
I	12	CONN-OH-LUG-COMP-500-2H-P	Connector OH Lug compression 500kcmil to 2 hole pad	\$82.62	\$8.28	\$0.00	\$0.00	\$0.00	\$0.00
I	8	CONN-OH-STRP-COMP-477AL-P	Connector OH Stirrup Compression 477AL-4/0AL line	\$159.84	\$11.04	\$0.00	\$0.00	\$0.00	\$0.00
I	12	CONN-OH-TAP-BLTVWDG-556AL-556AL-P	Connector OH Tap Bolted Wedge 556AL-477AL Line to 556AL Tap	\$233.52	\$2.76	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CONN-OH-TF-STEM-2POS-500AL-P	Connector OH Transformer Stem 1/2in stud to 2 position single set screw 500 AL	\$30.42	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CONN-OH-TF-STEM-4POS-500AL-P	Connector OH Transformer Stem 1/2in stud to 4 position single set screw 500 AL	\$12.33	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CONN-UG-LUG-COMP-750-PRI-P	REM ONLY-Connector UG lug compression 750 stranded AL primary side	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CONN-UG-PED-AG-INSL-4POS-SM-P	Connector UG pedestal above ground insulated 4 position #6-250kcmil conductor	\$45.00	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	2	CONN-UG-SPL-600V-2AL-TX-P	Connector UG splice 600V 2AL triplex	\$0.00	\$71.62	\$0.00	\$0.00	\$0.00	\$0.00
I	4	CONN-UG-SPL-PRI-1/0-2-25KV-P	Connector UG splice primary 1/0 to #2 25kV	\$317.12	\$355.36	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CONN-UG-SPL-PRI-1000-750-25KV-P	Connector UG splice 25kV 1000AL	\$1,030.47	\$359.49	\$0.00	\$0.00	\$0.00	\$0.00
I	6	CONN-UG-SPL-PRI-750-350-25KV-P	Connector UG splice 25kV 350AL	\$2,092.14	\$718.98	\$0.00	\$0.00	\$0.00	\$0.00
I	2	ELBOW-1/0-AL-200A-25KV-LB-P	Elbow 1/0 AL 200A 25KV Load Break	\$87.46	\$134.98	\$0.00	\$0.00	\$0.00	\$0.00
I	6	ELBOW-COV-INSL-200A-25KV-P	Elbow Cover insulated 200A 25KV	\$162.07	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	12	ELBOW-T-750-AL-600A-25KV-NLB-P	ELBOW UNIT	\$2,760.36	\$1,578.48	\$0.00	\$0.00	\$0.00	\$0.00
I	1	FCI-UG-3P-300-MAN-FLAG-P	Fault Current Indicator Underground three phase 300 amps manual flag without battery	\$129.42	\$22.73	\$0.00	\$0.00	\$0.00	\$0.00
I	4	FUSE-CUTO-100-27KV-POLY-LINE-P	Fuse Cutout 100 27KV Polymer Line	\$338.08	\$338.08	\$0.00	\$0.00	\$0.00	\$0.00
I	4	FUSE-CUTO-25/FLIMITER-27KV-POLY-EQUIP-P	Fuse Cutout 25KV Fault Tamer door 27kV class body polymer for equipment	\$1,282.68	\$338.08	\$0.00	\$0.00	\$0.00	\$0.00
I	2	FUSE-LINK-20-CL-FLIMITER-P	Fuse Link 20 CL Fault Tamer	\$25.58	\$3.26	\$0.00	\$0.00	\$0.00	\$0.00
I	1	FUSE-LINK-20-K-P	Fuse Link 20 K	\$1.73	\$1.63	\$0.00	\$0.00	\$0.00	\$0.00
I	1	FUSE-LINK-3-CL-FLIMITER-P	Fuse Link 3 CL Fault Tamer	\$21.13	\$1.63	\$0.00	\$0.00	\$0.00	\$0.00
I	3	FUSE-LINK-65-K-P	Fuse Link 65 K	\$14.10	\$4.89	\$0.00	\$0.00	\$0.00	\$0.00
I	1	FUSE-LINK-7-CL-FLIMITER-P	Fuse Link 7 CL Fault Tamer	\$10.78	\$1.63	\$0.00	\$0.00	\$0.00	\$0.00
I	2	GND-EQUIP-2-BOND-P	Ground Equipment #2 soft drawn copper bonding (5ft length)	\$9.12	\$2.76	\$0.00	\$0.00	\$0.00	\$0.00
I	1	GND-EQUIP-2/0-BOND-P	Ground Equipment 2/0 soft drawn copper bonding	\$11.49	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	1	GND-EQUIP-2/0-RING-3P-P	Ground Equipment 2/0 ring three phase	\$118.17	\$60.61	\$0.00	\$0.00	\$0.00	\$0.00
I	4	GND-POLE-6-P	Ground Pole #6 soft drawn copper	\$84.64	\$159.28	\$0.00	\$0.00	\$0.00	\$0.00
I	3	GND-ROD-ADD-VRT-OH-P	Ground Rod Additional vertical stacking Overhead	\$28.58	\$79.64	\$0.00	\$0.00	\$0.00	\$0.00
I	13	GND-ROD-ADD-VRT-UG-P	Ground Rod Additional vertical stacking Underground	\$123.85	\$343.66	\$0.00	\$0.00	\$0.00	\$0.00
I	1	GND-ROD-OH-P	Ground Rod Overhead (first rod with clamp)	\$7.27	\$32.51	\$0.00	\$0.00	\$0.00	\$0.00
I	4	GND-ROD-UG-2/0-P	Ground Rod Underground for 2/0 equipment rings	\$57.97	\$129.48	\$0.00	\$0.00	\$0.00	\$0.00
I	3	GND-ROD-UG-P	Ground Rod Underground (first rod with clamp)	\$21.81	\$97.11	\$0.00	\$0.00	\$0.00	\$0.00
I	8	GUY-DOWN-3/8IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single	\$237.26	\$689.18	\$0.00	\$0.00	\$0.00	\$0.00
I	10	GUY-HOOK-P	Guy Hook	\$83.97	\$9.66	\$0.00	\$0.00	\$0.00	\$0.00
I	5	GUY-INSL-10FT-FG-P	Guy Insulator 10ft Fiberglass	\$83.50	\$195.05	\$0.00	\$0.00	\$0.00	\$0.00
I	2	GUY-INSL-7FT-FG-P	Guy Insulator 7ft Fiberglass	\$28.16	\$78.02	\$0.00	\$0.00	\$0.00	\$0.00
I	1	GUY-SPAN-3/8IN-GALV-ATTACH-P	Guy Span 3/8 in diameter Galvanized Attach	\$13.40	\$30.88	\$0.00	\$0.00	\$0.00	\$0.00
I	1	GUY-SPAN-3/8IN-GALV-WIRE-P	Guy Span 3/8 in diameter Galvanized Wire	\$0.36	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00
I	6	HDWR-EYEBOLT-SM-10IN-GALV-P	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel	\$22.92	\$9.77	\$0.00	\$0.00	\$0.00	\$0.00
I	3	HDWR-EYEBOLT-SM-12IN-GALV-P	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel	\$11.34	\$4.89	\$0.00	\$0.00	\$0.00	\$0.00
I	7	HDWR-EYENUT-SM-GALV-P	Hardware Eye Nut 5/8in diameter Galvanized Steel	\$9.09	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00
I	2	HDWR-LWASH-LG-GALV-P	Hardware Lock Washer 3/4in diameter Galvanized Steel	\$1.03	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00
I	2	HDWR-LWASH-SM-GALV-P	Hardware Lock Washer 5/8in diameter Galvanized Steel	\$0.38	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00
I	14	HDWR-MACH-LG-10IN-GALV-P	Hardware Machine Bolt 3/4in diameter 10in long Galvanized Steel	\$47.30	\$22.75	\$0.00	\$0.00	\$0.00	\$0.00
I	10	HDWR-MACH-LG-12IN-GALV-P	Hardware Machine Bolt 3/4in diameter 12in long Galvanized Steel	\$23.70	\$16.27	\$0.00	\$0.00	\$0.00	\$0.00
I	7	HDWR-MACH-LG-16IN-GALV-P	Hardware Machine Bolt 3/4in diameter 16in long Galvanized Steel	\$23.31	\$11.38	\$0.00	\$0.00	\$0.00	\$0.00
I	4	HDWR-MACH-SM-10IN-GALV-P	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel	\$3.70	\$6.50	\$0.00	\$0.00	\$0.00	\$0.00
I	28	HDWR-MACH-SM-12IN-GALV-P	Hardware Machine Bolt 5/8in diameter 12in long Galvanized Steel	\$29.53	\$45.51	\$0.00	\$0.00	\$0.00	\$0.00
I	1	HDWR-MACH-SM-14IN-GALV-P	Hardware Machine Bolt 5/8in diameter 14in long Galvanized Steel	\$1.17	\$1.63	\$0.00	\$0.00	\$0.00	\$0.00

CU Estimate Project Estimation By Compatible Unit

I	2	HDWR-SP-SM-12IN-GALV-P	Hardware Spool Bolt 5/8in diameter 12in long Galvanized Steel	\$12.70	\$3.26	\$0.00	\$0.00	\$0.00	\$0.00
I	2	HDWR-SWASH-LG-GALV-CURVE-P	Hardware Square Washer 3/4in diameter Galvanized Steel curved	\$3.01	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00
I	2	HDWR-SWASH-SM-GALV-CURVE-P	Hardware Square Washer 5/8in diameter Galvanized Steel curved	\$3.01	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00
I	1	INSL-1RACK-SEC-PORC-P	Insulator One Wire Rack Secondary/Neutral Porcelain	\$3.14	\$23.57	\$0.00	\$0.00	\$0.00	\$0.00
I	30	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35kV Polymer	\$423.50	\$2,240.62	\$0.00	\$0.00	\$0.00	\$0.00
I	3	INSL-GAIN-LG-P	Insulator gain grid 5 1/2in diameter	\$42.38	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	18	INSL-POST-25KV-PORC-TT-P	Insulator Post 25kV Porcelain Tie Top	\$243.48	\$524.19	\$0.00	\$0.00	\$0.00	\$0.00
I	19	INSL-POST-35KV-PORC-TT-P	Insulator Post 35kV Porcelain Tie Top	\$288.55	\$551.83	\$0.00	\$0.00	\$0.00	\$0.00
I	3	INSL-SP-SEC-PORC-P	Insulator Spool Secondary/Neutral Porcelain	\$1.71	\$70.71	\$0.00	\$0.00	\$0.00	\$0.00
I	10	INSL-STUD-STL-10IN-THD-P	Insulator Stud Steel 5/8in by 10in Long Threaded	\$45.04	\$5.52	\$0.00	\$0.00	\$0.00	\$0.00
I	18	INSL-STUD-STL-7IN-THD-P	Insulator Stud Steel 5/8in by 7in Long Threaded	\$46.20	\$4.14	\$0.00	\$0.00	\$0.00	\$0.00
I	1	JUMP-1/0-AL-P	Jumper 1/0 AL	\$4.12	\$42.26	\$0.00	\$0.00	\$0.00	\$0.00
I	2	JUMP-4/0-AL-P	Jumper 4/0 AL	\$4.22	\$102.40	\$0.00	\$0.00	\$0.00	\$0.00
I	12	JUMP-477-AL-P	Jumper 477 AL	\$35.64	\$617.66	\$0.00	\$0.00	\$0.00	\$0.00
I	4	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered	\$48.08	\$5.52	\$0.00	\$0.00	\$0.00	\$0.00
I	12	LEAD-EQ-500-AL-COVER-P	Lead Equipment 500 Aluminum Covered	\$178.80	\$8.28	\$0.00	\$0.00	\$0.00	\$0.00
I	9	LEAD-EQ-6-CU-COVER-P	Lead Equipment 6 Copper Covered	\$47.81	\$6.90	\$0.00	\$0.00	\$0.00	\$0.00
I	2	LEAD-TF-6-CU-COVER-P	Lead Trans/Reg/Cap 6 Copper Covered	\$4.42	\$2.76	\$0.00	\$0.00	\$0.00	\$0.00
I	149088.27	OADD-1DOLLAR-P	DEP Adder Misc - Adder \$1 dollar of cost	\$0.00	\$1.38	\$0.00	\$0.00	\$149,088.27	\$0.00
I	15	OADD-POLE-GUARD-P	DEP Adder-OH - OH Adder Pole guard (per section)	\$0.00	\$87.77	\$0.00	\$0.00	\$0.00	\$0.00
I	6	OLAB-JUMP-TEMP-P	OH Labor Jumper temporary (install and remove, each)	\$0.00	\$40.64	\$0.00	\$0.00	\$0.00	\$0.00
I	12	OLAB-WIRE-LAYOUT-MD-P	OH Labor Overhead Wire layout > 2/0 - 556 (per phase on pole)	\$0.00	\$1,282.44	\$0.00	\$0.00	\$0.00	\$0.00
I	15	OLAB-WIRE-RESAG-P	OH Labor Wire resag (per span)	\$0.00	\$970.36	\$0.00	\$0.00	\$0.00	\$0.00
I	1	PED-AG-SM-POLY-P	Pedestal Above Ground 8in wide x 8in long Polymer	\$47.54	\$75.76	\$0.00	\$0.00	\$0.00	\$0.00
I	1	PED-EXISTING-P	GIS Correction or Update Pedestal existing or customer owned	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	6	POLE-EXISTING-P	GIS Correction or Update Pole existing or foreign owned	\$0.00	\$9.78	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-30-C6-P	Pole wood 30ft class 6	\$78.73	\$270.63	\$0.00	\$0.00	\$0.00	\$0.00
I	2	POLE-WD-35-C5-P	Pole wood 35ft class 5	\$251.28	\$541.26	\$0.00	\$0.00	\$0.00	\$0.00
I	4	POLE-WD-55-C3-P	Pole wood 55ft class 3	\$1,401.64	\$2,483.60	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-60-C2-P	Pole wood 60ft class 2	\$544.95	\$620.90	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-1IN-COND-3PC-P	Riser 1in Conduit 3-10ft sections	\$21.40	\$81.96	\$0.00	\$0.00	\$0.00	\$0.00
I	2	RISER-2IN-COND-3PC-P	Riser 2in Conduit 3-10ft sections	\$33.92	\$163.92	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-2IN-VENT-P	Riser 2in vent boot	\$55.27	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-4IN-COND-4PC-P	Riser 4in Conduit 4-10ft sections	\$108.30	\$94.35	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-4IN-VENT-P	Riser 4in vent boot	\$59.38	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-6IN-COND-4PC-P	Riser 6in Conduit 4-10ft sections	\$342.38	\$94.35	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-6IN-VENT-P	Riser 6in vent boot	\$76.21	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	1	SG-PAD-25KV-4SW/600-P	Switchgear padmount 25kV 4 600A switched ways air insulated dead front	\$16,519.00	\$335.40	\$0.00	\$0.00	\$0.00	\$0.00
I	2	STRUCT-MH-RECT-CTE-MD-P	Structure Manhole Rectangular Concrete 10ft x 5ft	\$7,974.46	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	1	STRUCT-PAD-SG-FGC-LG-3P-PME-P	Structure Pad Switchgear Fibercrete 85in x 90in x 36in 3 Phase for PME	\$1,035.72	\$341.60	\$0.00	\$0.00	\$0.00	\$0.00
I	1	STRUCT-PB-RECT-CTE-LG-VEH-P	Structure Pullbox Concrete 56in x 96in x 44in Vehicle Rated	\$3,249.63	\$692.83	\$0.00	\$0.00	\$0.00	\$0.00
I	6	STRUCT-RACK-NMTL-3POS-P	Structure Rack Nonmetallic 3 Position	\$384.22	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	18	STRUCT-RACK-NMTL-3SAD-P	Structure Rack Nonmetallic 3 Saddle	\$645.56	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	6	SW-CUTOUT-900-25KV-1P-NLB-P	Switch OH Cutout Style 900A 25kV 1 Phase Non-Load Break	\$898.74	\$507.12	\$0.00	\$0.00	\$0.00	\$0.00
I	4	TERM-1/0-AL-25KV-P	Termination Kit 1/0 AL 25kV	\$582.67	\$333.33	\$0.00	\$0.00	\$0.00	\$0.00
I	3	TERM-750-AL-25KV-P	Termination Kit 750 AL 25kV	\$633.35	\$542.70	\$0.00	\$0.00	\$0.00	\$0.00
I	1	TF-OH-15-23KV-120/240V-1P-P	Transformer OH 15kVA 22.86GY/13.2 kV 120/240V Single Phase Mild Steel	\$630.80	\$351.09	\$0.00	\$0.00	\$0.00	\$0.00
I	1	TF-OH-75-25KV-120/240V-1P-2BT-P	Transformer OH 75kVA 14.4/24.94Y kV 120/240V Single Phase Dual Bushing w/ Tapchanger Mild Steel	\$1,898.31	\$480.31	\$0.00	\$0.00	\$0.00	\$0.00
I	3	TIE-COMP-LG-COV-FNECK-P	Tie Composite 350-500	\$35.04	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00

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I	8	TIE-COMP-SM-COV-FNECK-P	Tie Composite 6-2	\$88.24	\$5.52	\$0.00	\$0.00	\$0.00	\$0.00
I	12	TIE-HAND-4-AL-P	Tie Hand 4 AL	\$12.94	\$2.76	\$0.00	\$0.00	\$0.00	\$0.00
I	15	TIE-SIDE-477-AL-FNECK-P	Tie Side 477 AL F Neck	\$63.85	\$4.14	\$0.00	\$0.00	\$0.00	\$0.00
I	3	TIE-SPOOL-4/0-AL-P	Tie Spool 4/0 AL	\$9.12	\$4.14	\$0.00	\$0.00	\$0.00	\$0.00
I	5	UADD-CTE-RESTORE-LG-P	DEP Adder-UG - UG Adder Concrete restore > 4in up to 6in (per square ft)	\$0.00	\$86.78	\$0.00	\$0.00	\$0.00	\$0.00
I	27	UADD-RESEED-P	DEP Adder Misc - UG Adder Reseed (per square yd)	\$0.00	\$71.64	\$0.00	\$0.00	\$0.00	\$0.00
I	27	UADD-STRAW-P	DEP Adder Misc - UG Adder Straw (per square yd)	\$0.00	\$93.68	\$0.00	\$0.00	\$0.00	\$0.00
I	3	ULAB-BKT-RISER-SO-P	UG Labor Bracket riser stand off (per bracket)	\$0.00	\$51.65	\$0.00	\$0.00	\$0.00	\$0.00
I	177	ULAB-BORE-MD-250-P	UG Labor Boring > 2in - 4in diameter, > 40ft - 250ft length (per linear ft)	\$0.00	\$3,953.14	\$0.00	\$0.00	\$0.00	\$0.00
I	600	ULAB-BORE-MD-GT250-P	UG Labor Boring > 2in - 4in diameter, > 250ft - 500ft length (per linear ft)	\$0.00	\$11,661.06	\$0.00	\$0.00	\$0.00	\$0.00
I	12	ULAB-BORE-PIT-P	UG Labor Boring pit (per pit)	\$0.00	\$2,404.92	\$0.00	\$0.00	\$0.00	\$0.00
I	1210	ULAB-BORE-XL-250-P	UG Labor Boring > 6in - 8in diameter, > 40ft - 250ft length (per linear ft)	\$0.00	\$31,216.02	\$0.00	\$0.00	\$0.00	\$0.00
I	1192	ULAB-BORE-XL-GT250-P	UG Labor Boring > 6in - 8in diameter, > 250ft - 500ft length (per linear ft)	\$0.00	\$30,981.86	\$0.00	\$0.00	\$0.00	\$0.00
I	3840	ULAB-CABLE-COND-LG-P	UG Labor Cable in conduit > 2in diameter cable (per linear ft)	\$0.00	\$5,659.02	\$0.00	\$0.00	\$0.00	\$0.00
I	300	ULAB-CABLE-COND-MD-P	UG Labor Cable in conduit > 1in - 2in diameter cable (per linear ft)	\$0.00	\$309.92	\$0.00	\$0.00	\$0.00	\$0.00
I	59	ULAB-CABLE-LGT-TRN-SM-P	UG Labor Lighting Cable in trench up to 1in diameter cable (per linear ft)	\$0.00	\$27.89	\$0.00	\$0.00	\$0.00	\$0.00
I	15	ULAB-CABLE-TRN-MD-P	UG Labor Cable in trench > 1in - 2in diameter cable (per linear ft)	\$0.00	\$9.64	\$0.00	\$0.00	\$0.00	\$0.00
I	300	ULAB-COIL-BORE-MD-P	UG Labor Coil Conduit in bore > 2in - 4in diameter conduit (per linear ft)	\$0.00	\$301.65	\$0.00	\$0.00	\$0.00	\$0.00
I	477	ULAB-COIL-BORE-SM-P	UG Labor Coil Conduit in bore up to 2in diameter conduit (per linear ft)	\$0.00	\$295.45	\$0.00	\$0.00	\$0.00	\$0.00
I	2	ULAB-CONN-SEC-EQUIP-P	UG Labor Connections for secondary at UG equipment (per multiplex)	\$0.00	\$41.32	\$0.00	\$0.00	\$0.00	\$0.00
I	2	ULAB-CONN-SEC-RISER-P	UG Labor Connections for secondary at pole riser (per multiplex)	\$0.00	\$39.94	\$0.00	\$0.00	\$0.00	\$0.00
I	1	ULAB-SPL-PIT-PRI-P	UG Labor Splice pit primary (per pit)	\$0.00	\$174.93	\$0.00	\$0.00	\$0.00	\$0.00
I	1	ULAB-SPL-PIT-SEC-P	UG Labor Splice pit secondary (per pit)	\$0.00	\$112.26	\$0.00	\$0.00	\$0.00	\$0.00
I	2402	ULAB-STICK-BORE-LG-P	UG Labor Rigid Conduit in bore > 4in - 8in diameter conduit (per linear ft)	\$0.00	\$4,301.62	\$0.00	\$0.00	\$0.00	\$0.00
I	74	ULAB-TRN-18W-30D-P	UG Labor Trenching up to 18in wide by 30in deep (per linear ft)	\$0.00	\$205.92	\$0.00	\$0.00	\$0.00	\$0.00
I	40	ULAB-TRN-18W-48D-P	UG Labor Trenching up to 18in wide by 48in deep (per linear ft)	\$0.00	\$154.26	\$0.00	\$0.00	\$0.00	\$0.00
I	10	ULAB-TRN-HDIG-P	UG Labor Trenching hand dig (per cubic ft)	\$0.00	\$165.28	\$0.00	\$0.00	\$0.00	\$0.00
I	2	WG-BUSH-COV-SM-P	Wildlife Guard Bushing Cover 5 1/4in diameter by 5 1/2in long	\$6.66	\$37.38	\$0.00	\$0.00	\$0.00	\$0.00
I	1	WG-TUBE-MD-P	Wildlife Guard Tubing 3/4in diameter	\$5.50	\$32.51	\$0.00	\$0.00	\$0.00	\$0.00
I	75	WIRE-LGT-4-AL-DX-P	Wire Lighting 4 AL Duplex	\$20.80	\$74.11	\$0.00	\$0.00	\$0.00	\$0.00
I	1019	WIRE-PRI-4/0-AAAC-P	Wire Primary/Neutral 4/0 AAAC	\$536.29	\$1,738.37	\$0.00	\$0.00	\$0.00	\$0.00
I	6114	WIRE-PRI-477-AAC-P	Wire Primary/Neutral 477kcmil AAC	\$4,539.66	\$10,430.22	\$0.00	\$0.00	\$0.00	\$0.00
I	272	WIRE-SEC-1/0-AL-TX-P	Wire Secondary 1/0 AL Triplex	\$206.01	\$269.82	\$0.00	\$0.00	\$0.00	\$0.00
I	85	WIRE-SVC-2-AL-TX-P	Wire Service 2 AL Triplex	\$43.77	\$247.06	\$0.00	\$0.00	\$0.00	\$0.00
R	5 [0]	ANCH-PISA-SM-P	Anchor Power Installed Screw Anchor Single Small [\$32.84]	\$0.00	\$0.00	\$243.80	\$0.00	\$0.00	\$0.00
R	8 [0]	ARR-LINE-18KV-P	Arrester Line 18KV [\$32.84]	\$0.00	\$0.00	\$247.04	\$0.00	\$0.00	\$0.00
R	7 [0]	ARR-RISER-18KV-BKT-P	Arrester Riser Pole 18kv Bracket Mount [\$32.84]	\$0.00	\$0.00	\$217.80	\$0.00	\$0.00	\$0.00
R	1 [0]	BKT-COMM-ROUTER-GRID-P	Bracket Communications Equipment for Cisco grid router [\$32.84]	\$0.00	\$0.00	\$21.94	\$0.00	\$0.00	\$0.00
R	3 [0]	BKT-COND-SO-AL-P	Bracket conduit standoff aluminum [\$32.84]	\$0.00	\$0.00	\$28.24	\$0.00	\$0.00	\$0.00
R	2 [0]	BKT-EM-POLE-1P-FG-P	Bracket Equipment Mount Pole Single Phase Fiberglass [\$32.84]	\$0.00	\$0.00	\$43.88	\$0.00	\$0.00	\$0.00
R	1 [0]	BKT-EM-POLE-3P-FG-LG-P	Bracket equipment mount pole three position fiberglass 24in x 48 in [\$32.84]	\$0.00	\$0.00	\$44.70	\$0.00	\$0.00	\$0.00
R	1 [0]	BKT-EM-POLE-3POS-FG-P	Bracket equipment mount pole three position fiberglass [\$32.84]	\$0.00	\$0.00	\$44.70	\$0.00	\$0.00	\$0.00
R	15 [0]	BKT-INSL-PIN-POLE-FG-P	REM ONLY: Bracket insulator pin pole fiberglass [\$0.00]	\$0.00	\$0.00	\$315.33	\$0.00	\$0.00	\$0.00
R	8 [0]	BKT-INSL-PIN-POLE-FG-SM-P	Bracket insulator pin pole mount fiberglass 16in [\$32.84]	\$0.00	\$0.00	\$169.04	\$0.00	\$0.00	\$0.00
R	3 [0]	BKT-SW-POLE-VRT-STL-P	Bracket Switch Pole vertical switch steel [\$32.84]	\$0.00	\$0.00	\$65.82	\$0.00	\$0.00	\$0.00
R	1 [0]	CABLE-GRIP-SGL-MD-P	Cable Grip single eye 2-2 1/2in cable diameter [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	4 [0]	CABLE-GRIP-SGL-SM-P	Cable Grip single eye 1-1 1/4in cable diameter [\$32.84]	\$0.00	\$0.00	\$5.52	\$0.00	\$0.00	\$0.00
R	20 [0]	CABLE-TAIL-EQ-1/0-AL-25KV-P	Cable Tail for 1/0 AL 25kv primary in UG Equipment [\$32.84]	\$0.00	\$0.00	\$2.34	\$0.00	\$0.00	\$0.00
R	40 [0]	CABLE-TAIL-EQ-2-TX-600V-P	Cable Tail for 2 triplex 600V in UG Equipment [\$32.84]	\$0.00	\$0.00	\$20.66	\$0.00	\$0.00	\$0.00
R	120 [0]	CABLE-TAIL-EQ-750-AL-25KV-P	Cable Tail for 750 AL 25kv primary in UG Equipment [\$32.84]	\$0.00	\$0.00	\$14.04	\$0.00	\$0.00	\$0.00

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R	170 [0]	CABLE-TAIL-RISER-1/0-AL-25KV-P	Cable Tail for 1/0 AL 25kv primary in a riser [\$32.84]	\$0.00	\$0.00	\$2.34	\$0.00	\$0.00	\$0.00
R	65 [0]	CABLE-TAIL-RISER-2-TX-600V-P	Cable Tail for 2 triplex 600V in a riser [\$32.84]	\$0.00	\$0.00	\$2.34	\$0.00	\$0.00	\$0.00
R	105 [0]	CABLE-TAIL-RISER-750-AL-25KV-P	Cable Tail for 750 AL 25kv primary in a riser [\$32.84]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	12 [0]	CLAMP-DE-MD-P	Clamp dead end 336-477 [\$32.84]	\$0.00	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00
R	2 [0]	CLAMP-DE-SM-P	Clamp dead end 4/0AL-6CU [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	6 [0]	CLAMP-DE-WDG-MD-P	Clamp dead end wedge 1/0AL-2/0AL [\$32.84]	\$0.00	\$0.00	\$9.77	\$0.00	\$0.00	\$0.00
R	10 [0]	CLAMP-DE-WDG-SM-P	Clamp dead end wedge 6AL-2AL [\$32.84]	\$0.00	\$0.00	\$16.28	\$0.00	\$0.00	\$0.00
R	3 [0]	CLAMP-SUS-CUSHGRP-MD-P	Clamp suspension cushion grip 266-477 [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	9 [0]	CLAMP-TR-CUSHGRP-MD-P	Clamp trunnion cushion grip 266-477 [\$32.84]	\$0.00	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00
R	1 [0]	COMM-ROUTER-GRID-ELEC-P	Communication Equipment grid router electric [\$32.84]	\$0.00	\$0.00	\$46.32	\$0.00	\$0.00	\$0.00
R	2 [0]	COND-END-2IN-PVC-P	Conduit End 2in PVC [\$32.84]	\$0.00	\$0.00	\$2.75	\$0.00	\$0.00	\$0.00
R	2 [0]	COND-END-6IN-PVC-P	Conduit End 6in PVC [\$32.84]	\$0.00	\$0.00	\$2.75	\$0.00	\$0.00	\$0.00
R	1 [0]	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	13 [0]	CONN-OH-HLC-795AL-6AL-P	REM ONLY-Connector OH Hot Line Clamp 795AL-4/0AL Line to 250AL-6AL Tap [\$0.00]	\$0.00	\$0.00	\$17.94	\$0.00	\$0.00	\$0.00
R	6 [0]	CONN-OH-LUG-COMP-500-4H-P	Connector OH Lug compression 500 C1583to 4 hole pad [\$32.84]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	1 [0]	CONN-OH-STRP-COMP-477AL-P	Connector OH Stirrup Compression 477AL-4/0AL line [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	6 [0]	CONN-OH-TAP-BLTWVG-556AL-350CU-P	Connector OH Tap Bolted Wedge 556AL-477AL Line to 350CU Tap [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	6 [0]	CONN-OH-TAP-BLTWVG-556AL-556AL-P	Connector OH Tap Bolted Wedge 556AL-477AL Line to 556AL Tap [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	3 [0]	CONN-UG-LUG-COMP-750-PRI-P	REM ONLY-Connector UG lug compression 750 stranded AL primary side [\$0.00]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	2 [0]	ELBOW-1/0-AL-200A-25KV-LB-P	Elbow 1/0 AL 200A 25KV Load Break [\$32.84]	\$0.00	\$0.00	\$64.74	\$0.00	\$0.00	\$0.00
R	6 [0]	ELBOW-COV-INSL-200A-25KV-P	Elbow Cover insulated 200A 25KV [\$32.84]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	12 [0]	ELBOW-T-750-AL-600A-25KV-NLB-P	ELBOW UNIT [\$32.84]	\$0.00	\$0.00	\$611.52	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-CUTOUT-100-27KV-LB-PORC-P	REM ONLY-Fuse Cutout 100 27KV Load Break Porcelain [\$0.00]	\$0.00	\$0.00	\$50.39	\$0.00	\$0.00	\$0.00
R	2 [0]	FUSE-CUTOUT-100-27KV-POLY-EQUIP-P	Fuse Cutout 100A 27kV Polymer for equipment [\$32.84]	\$0.00	\$0.00	\$100.78	\$0.00	\$0.00	\$0.00
R	3 [0]	FUSE-CUTOUT-100-27KV-POLY-LINE-P	Fuse Cutout 100 27KV Polymer Line [\$32.84]	\$0.00	\$0.00	\$151.17	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-2-D-P	Fuse Link 2 D [\$32.84]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-20-K-P	Fuse Link 20 K [\$32.84]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-3-D-P	Fuse Link 3 D [\$32.84]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	3 [0]	FUSE-LINK-65-K-P	Fuse Link 65 K [\$32.84]	\$0.00	\$0.00	\$4.89	\$0.00	\$0.00	\$0.00
R	2 [0]	GND-EQUIP-2-BOND-P	Ground Equipment #2 soft drawn copper bonding (5ft length) [\$32.84]	\$0.00	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00
R	1 [0]	GND-EQUIP-2/0-BOND-P	Ground Equipment 2/0 soft drawn copper bonding [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	1 [0]	GND-EQUIP-2/0-RING-3P-P	Ground Equipment 2/0 ring three phase [\$32.84]	\$0.00	\$0.00	\$32.37	\$0.00	\$0.00	\$0.00
R	4 [0]	GND-POLE-6-P	Ground Pole #6 soft drawn copper [\$32.84]	\$0.00	\$0.00	\$52.00	\$0.00	\$0.00	\$0.00
R	1 [0]	GND-ROD-OH-P	Ground Rod Overhead (first rod with clamp) [\$32.84]	\$0.00	\$0.00	\$16.25	\$0.00	\$0.00	\$0.00
R	4 [0]	GND-ROD-UG-2/0-P	Ground Rod Underground for 2/0 equipment rings [\$32.84]	\$0.00	\$0.00	\$66.12	\$0.00	\$0.00	\$0.00
R	3 [0]	GND-ROD-UG-P	Ground Rod Underground (first rod with clamp) [\$32.84]	\$0.00	\$0.00	\$49.59	\$0.00	\$0.00	\$0.00
R	3 [0]	GUY-DOWN-3/8IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single [\$32.84]	\$0.00	\$0.00	\$135.72	\$0.00	\$0.00	\$0.00
R	9 [0]	GUY-HOOK-P	Guy Hook [\$32.84]	\$0.00	\$0.00	\$6.90	\$0.00	\$0.00	\$0.00
R	2 [0]	GUY-INSL-10FT-FG-P	Guy Insulator 10ft Fiberglass [\$32.84]	\$0.00	\$0.00	\$43.07	\$0.00	\$0.00	\$0.00
R	8 [0]	GUY-INSL-7FT-FG-P	Guy Insulator 7ft Fiberglass [\$32.84]	\$0.00	\$0.00	\$173.92	\$0.00	\$0.00	\$0.00
R	6 [0]	GUY-OFFSET-5/16IN-GALV-P	REM ONLY-Guy Offset 5/8 in diameter Galvanized [\$0.00]	\$0.00	\$0.00	\$270.63	\$0.00	\$0.00	\$0.00
R	5 [0]	HDWR-EYEBOLT-SM-10IN-GALV-P	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel [\$32.84]	\$0.00	\$0.00	\$8.14	\$0.00	\$0.00	\$0.00
R	1 [0]	HDWR-EYENUT-SM-GALV-P	Hardware Eye Nut 5/8in diameter Galvanized Steel [\$32.84]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	4 [0]	HDWR-LWASH-SM-GALV-P	Hardware Lock Washer 5/8in diameter Galvanized Steel [\$32.84]	\$0.00	\$0.00	\$6.50	\$0.00	\$0.00	\$0.00
R	9 [0]	HDWR-MACH-LG-12IN-GALV-P	Hardware Machine Bolt 3/4in diameter 12in long Galvanized Steel [\$32.84]	\$0.00	\$0.00	\$14.63	\$0.00	\$0.00	\$0.00
R	2 [0]	HDWR-MACH-LG-16IN-GALV-P	Hardware Machine Bolt 3/4in diameter 16in long Galvanized Steel [\$32.84]	\$0.00	\$0.00	\$3.26	\$0.00	\$0.00	\$0.00
R	50 [0]	HDWR-MACH-SM-10IN-GALV-P	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel [\$32.84]	\$0.00	\$0.00	\$81.26	\$0.00	\$0.00	\$0.00
R	21 [0]	HDWR-MACH-SM-12IN-GALV-P	Hardware Machine Bolt 5/8in diameter 12in long Galvanized Steel [\$32.84]	\$0.00	\$0.00	\$34.19	\$0.00	\$0.00	\$0.00
R	1 [0]	HDWR-MACH-SM-14IN-GALV-P	Hardware Machine Bolt 5/8in diameter 14in long Galvanized Steel [\$32.84]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	4 [0]	HDWR-SWASH-SM-GALV-CURVE-P	Hardware Square Washer 5/8in diameter Galvanized Steel curved [\$32.84]	\$0.00	\$0.00	\$6.50	\$0.00	\$0.00	\$0.00

CU Estimate

Project Estimation By Compatible Unit

R	12 [0]	INSL-1RACK-SEC-PORC-P	Insulator One Wire Rack Secondary/Neutral Porcelain [\$32.84]	\$0.00	\$0.00	\$175.56	\$0.00	\$0.00	\$0.00
R	12 [0]	INSL-DE/S-25KV-POLY-P	REM ONLY: Insulator Dead End/Suspension 25kV Polymer [\$0.00]	\$0.00	\$0.00	\$552.64	\$0.00	\$0.00	\$0.00
R	4 [0]	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35kV Polymer [\$32.84]	\$0.00	\$0.00	\$184.48	\$0.00	\$0.00	\$0.00
R	12 [0]	INSL-EXT-LINK-P	Insulator Extension Link [\$32.84]	\$0.00	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00
R	23 [0]	INSL-PIN-23KV-PORC-P	REM ONLY: Insulator Pin 23kV Porcelain [\$0.00]	\$0.00	\$0.00	\$591.65	\$0.00	\$0.00	\$0.00
R	9 [0]	INSL-POST-45KV-PORC-HC-GB-P	REM ONLY-Insulator Post 45kV Porcelain Horizontal Clamp Top Gain Base [\$0.00]	\$0.00	\$0.00	\$231.62	\$0.00	\$0.00	\$0.00
R	12 [0]	INSL-SP-SEC-PORC-P	Insulator Spool Secondary/Neutral Porcelain [\$32.84]	\$0.00	\$0.00	\$175.56	\$0.00	\$0.00	\$0.00
R	6 [0]	JUMP-477-AL-P	Jumper 477 AL [\$32.84]	\$0.00	\$0.00	\$202.35	\$0.00	\$0.00	\$0.00
R	1 [0]	LBKT-SIDE-STL-30IN-GALV-WD-PVT-P	Light Bracket side mount Steel 30 inch long Galvanized Finish for wood pole Private [\$32.84]	\$0.00	\$0.00	\$30.28	\$0.00	\$0.00	\$0.00
R	4 [0]	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered [\$32.84]	\$0.00	\$0.00	\$5.52	\$0.00	\$0.00	\$0.00
R	6 [0]	LEAD-EQ-350-CU-COVER-P	Lead Equipment 350 Copper Covered [\$32.84]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	3 [0]	LEAD-EQ-500-AL-COVER-P	Lead Equipment 500 Aluminum Covered [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	15 [0]	LEAD-EQ-6-CU-COVER-P	Lead Equipment 6 Copper Covered [\$32.84]	\$0.00	\$0.00	\$15.18	\$0.00	\$0.00	\$0.00
R	2 [0]	LEAD-TF-6-CU-COVER-P	Lead Trans/Reg/Cap 6 Copper Covered [\$32.84]	\$0.00	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00
R	1 [0]	LFIX-OBTM-HPS-100-GRAY-V-120V-PUB-P	Light Fixture Open Bottom High Pressure Sodium 100W Gray (RAL7038) Type V 120V [\$32.84]	\$0.00	\$0.00	\$27.09	\$0.00	\$0.00	\$0.00
R	1 [0]	LFIX-PHOTO-1000-120V-PVT-P	Light Fixture Photocell 1000W 120V Private [\$32.84]	\$0.00	\$0.00	\$1.35	\$0.00	\$0.00	\$0.00
R	2 [0]	LFIX-PT-A-MH-100-BLK-V-120V-PUB-P	REM ONLY---Light Fixture Post Top Style A Metal Halide 100W Black Type V 120V [\$0.00]	\$0.00	\$0.00	\$54.18	\$0.00	\$0.00	\$0.00
R	2 [0]	LPOLE-DB-FG-20FT-BLK-PUB-P	Light Pole Direct Buried Fiberglass 20 foot long Black(RAL9017) [\$32.84]	\$0.00	\$0.00	\$95.62	\$0.00	\$0.00	\$0.00
R	12 [0]	OLAB-ARMROD-P	OH Labor Armor Rod (each) [\$0.00]	\$0.00	\$0.00	\$164.16	\$0.00	\$0.00	\$0.00
R	1 [0]	OLAB-METER-SET-P	OH Labor Meter set (per meter) [\$0.00]	\$0.00	\$0.00	\$4.88	\$0.00	\$0.00	\$0.00
R	2 [0]	POLE-WD-30-C6-P	Pole wood 30ft class 6 [\$32.84]	\$0.00	\$0.00	\$284.44	\$0.00	\$0.00	\$0.00
R	2 [0]	POLE-WD-35-C5-P	Pole wood 35ft class 5 [\$32.84]	\$0.00	\$0.00	\$284.44	\$0.00	\$0.00	\$0.00
R	2 [0]	POLE-WD-45-C4-P	Pole wood 45ft class 4 [\$32.84]	\$0.00	\$0.00	\$471.36	\$0.00	\$0.00	\$0.00
R	3 [0]	POLE-WD-50-C3-P	Pole wood 50ft class 3 [\$32.84]	\$0.00	\$0.00	\$707.04	\$0.00	\$0.00	\$0.00
R	3 [0]	RISER-2IN-COND-3PC-P	Riser 2in Conduit 3-10ft sections [\$32.84]	\$0.00	\$0.00	\$113.64	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-2IN-VENT-P	Riser 2in vent boot [\$32.84]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-4IN-UGUARD-4PC-P	Riser 4in U Guard 4-10ft sections [\$32.84]	\$0.00	\$0.00	\$46.14	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-4IN-VENT-P	Riser 4in vent boot [\$32.84]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-5IN-PROTECT-P	Riser 3in to 5in Protector [\$32.84]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-6IN-COND-3PC-P	Riser 6in Conduit 3-10ft sections [\$32.84]	\$0.00	\$0.00	\$46.14	\$0.00	\$0.00	\$0.00
R	1 [0]	SG-PAD-25KV-4SW/600-P	Switchgear padmount 25kV 4 600A switched ways air insulated dead front [\$32.84]	\$0.00	\$0.00	\$199.72	\$0.00	\$0.00	\$0.00
R	1 [0]	STRUCT-PAD-SG-FGC-LG-3P-PME-P	Structure Pad Switchgear Fibercrete 85in x 90in x 36in 3 Phase for PME [\$32.84]	\$0.00	\$0.00	\$231.40	\$0.00	\$0.00	\$0.00
R	1 [0]	SW-GANG-600-25KV-3P-LB-STICK-VRT-P	Switch OH Gang-Operated 600A 25kV 3 Phase Load Break Stick for vertical [\$32.84]	\$0.00	\$0.00	\$820.01	\$0.00	\$0.00	\$0.00
R	3 [0]	SW-VRT-600-25KV-1P-NLB-P	Switch OH Vertical 600A 25kV 1 Phase Non-Load Break [\$32.84]	\$0.00	\$0.00	\$243.81	\$0.00	\$0.00	\$0.00
R	4 [0]	TERM-1/0-AL-25KV-P	Termination Kit 1/0 AL 25kV [\$32.84]	\$0.00	\$0.00	\$157.03	\$0.00	\$0.00	\$0.00
R	3 [0]	TERM-750-AL-25KV-P	Termination Kit 750 AL 25kV [\$32.84]	\$0.00	\$0.00	\$202.48	\$0.00	\$0.00	\$0.00
R	1 [0]	TF-OH-15-23KV-120/240V-1P-P	Transformer OH 15kVA 22.86GY/13.2 kV 120/240V Single Phase Mild Steel [\$32.84]	\$0.00	\$0.00	\$219.43	\$0.00	\$0.00	\$0.00
R	1 [0]	TF-OH-25-23KV-120/240V-1P-P	Transformer OH 25kVA 22.86GY/13.2 kV 120/240V Single Phase Mild Steel [\$32.84]	\$0.00	\$0.00	\$219.43	\$0.00	\$0.00	\$0.00
R	12 [0]	TIE-ARMROD-477-AL-P	Tie armor rod 477 AL [\$32.84]	\$0.00	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00
R	3 [0]	TIE-COMP-LG-COV-FNECK-P	Tie Composite 350-500 [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	3 [0]	TIE-COMP-SM-COV-FNECK-P	Tie Composite 6-2 [\$32.84]	\$0.00	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00
R	10 [0]	TIE-HAND-4-AL-P	Tie Hand 4 AL [\$32.84]	\$0.00	\$0.00	\$13.80	\$0.00	\$0.00	\$0.00
R	3 [0]	TIE-HAND-6-CU-P	Tie Hand 6 CU [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	6 [0]	TIE-SIDE-477-AL-FNECK-P	Tie Side 477 AL F Neck [\$32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	9 [0]	TIE-TOP-477-AL-FNECK-P	Tie Top 477 AL F Neck [\$32.84]	\$0.00	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00
R	5 [0]	UADD-CTE-RESTORE-LG-P	DEP Adder-UG - UG Adder Concrete restore > 4in up to 6in (per square ft) [\$0.00]	\$0.00	\$0.00	\$55.78	\$0.00	\$0.00	\$0.00
R	3 [0]	ULAB-BKT-RISER-SO-P	UG Labor Bracket riser stand off (per bracket) [\$0.00]	\$0.00	\$0.00	\$28.24	\$0.00	\$0.00	\$0.00
R	348 [0]	ULAB-CABLE-COND-LG-P	UG Labor Cable in conduit > 2in diameter cable (per linear ft) [\$0.00]	\$0.00	\$0.00	\$342.98	\$0.00	\$0.00	\$0.00
R	4 [0]	ULAB-CONN-SEC-EQUIP-LGT-P	UG Labor Connections for secondary at UG equipment (per multiplex) [\$0.00]	\$0.00	\$0.00	\$47.82	\$0.00	\$0.00	\$0.00
R	2 [0]	ULAB-CONN-SEC-RISER-P	UG Labor Connections for secondary at pole riser (per multiplex) [\$0.00]	\$0.00	\$0.00	\$23.42	\$0.00	\$0.00	\$0.00

CU Estimate

Project Estimation Bv Compatible Unit

R	59 [0]	WIRE-LGT-4-AL-TX-P	Wire Lighting 4 AL Triplex [\$32.84]	\$0.00	\$0.00	\$32.67	\$0.00	\$0.00	\$0.00
R	1017 [0]	WIRE-PRI-4/0-ACSR-P	Wire Primary/Neutral 4/0 ACSR [\$32.84]	\$0.00	\$0.00	\$967.11	\$0.00	\$0.00	\$0.00
R	6102 [0]	WIRE-PRI-477-AAC-P	Wire Primary/Neutral 477kcmil AAC [\$32.84]	\$0.00	\$0.00	\$5,802.66	\$0.00	\$0.00	\$0.00
R	232 [0]	WIRE-SEC-1/0-AL-TX-P	Wire Secondary 1/0 AL Triplex [\$32.84]	\$0.00	\$0.00	\$125.97	\$0.00	\$0.00	\$0.00
R	133 [0]	WIRE-SEC-2-AL-TX-P	Wire Secondary 2 AL Triplex [\$32.84]	\$0.00	\$0.00	\$72.33	\$0.00	\$0.00	\$0.00
R	1017 [0]	WIRE-SEC-4-AL-P	REM ONLY-Wire Secondary #4 ACSR [\$0.00]	\$0.00	\$0.00	\$719.24	\$0.00	\$0.00	\$0.00
R	62 [0]	WIRE-SVC-1/0-AL-TX-P	Wire Service 1/0 AL Triplex [\$32.84]	\$0.00	\$0.00	\$63.39	\$0.00	\$0.00	\$0.00
R	159 [0]	WIRE-SVC-2-AL-TX-P	Wire Service 2 AL Triplex [\$32.84]	\$0.00	\$0.00	\$190.17	\$0.00	\$0.00	\$0.00
T	1	LBKT-SIDE-STL-30IN-GALV-WD-PVT-P	Light Bracket side mount Steel 30 inch long Galvanized Finish for wood pole Private	\$0.00	\$0.00	\$0.00	\$80.49	\$0.00	\$0.00
T	1	LBKT-UP-STL-16FT-GALV-PUB-P	Light Bracket upsweep Steel 16 foot long Galvanized Finish	\$0.00	\$0.00	\$0.00	\$127.50	\$0.00	\$0.00
T	7	OLAB-TRF-WIRE-MD-DE-P	DEP Adder Conductor - OH Labor Transferring overhead wire > 2/0 - 556 dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$645.28	\$0.00	\$0.00
T	1	OLAB-TRF-WIRE-SM-DE-P	DEP Adder Conductor - OH Labor Transferring overhead wire up to 2/0 dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$75.58	\$0.00	\$0.00
Totals:				\$102,519.34	\$128,717.14	\$18,876.18	\$928.85	\$369,467.38	\$0.00
Overhead Costs:								\$193,600.91	
Total Materials:				\$17,428.29	\$67,447.78	\$9,891.12	\$486.72		
Total Labor:				\$119,947.63					
Total Install Cost:					\$196,164.92	\$28,767.30	\$1,415.57		
Total Removal Cost:				\$879,180.84					
Total Transfer Cost:				\$28,767.30					
Total Salvage Value:				\$1,415.57					\$0.00
TOTAL GROSS UP:									
Total Project Cost:				\$122,573.00					
				\$1,031,936.70					

Total Install Man Hours: 1,803.28

Total Remove Man Hours: 237.57

Total Transfer Man Hours: 11.48

Show Report Criteria

CU Estimate Project Estimation By Compatible Unit

Workorder: 37404350
Work Order Desc: Town of Holly Springs-Holly Springs Road Widening Ph.2 SHTs 7,8
Estimate: 7215897
Designer: Smothers, Victor

I/R/T	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SERVICE COST	SALVAGE VALUE
I	5	ANCH-PISA-LG-P	Anchor Power Installed Screw Anchor Single Large	\$396.10	\$410.40	\$0.00	\$0.00	\$0.00	\$0.00
I	7	ANCH-PISA-MD-P	Anchor Power Installed Screw Anchor Single Medium	\$327.04	\$574.56	\$0.00	\$0.00	\$0.00	\$0.00
I	13	ARM-SDE-8-FBG-NB-P	Crossarm Single Deadend 8ft fiberglass no braces	\$2,330.68	\$922.42	\$0.00	\$0.00	\$0.00	\$0.00
I	3	ARR-LINE-18KV-P	Arrester Line 18kV	\$110.37	\$192.60	\$0.00	\$0.00	\$0.00	\$0.00
I	2	ARR-RISER-18KV-BKT-P	Arrester Riser Pole 18kV Bracket Mount	\$87.84	\$128.40	\$0.00	\$0.00	\$0.00	\$0.00
I	2	BKT-EM-ARM-1P-STL-SM-P	Bracket Equipment Mount Arm Single Phase Steel Small	\$11.12	\$81.28	\$0.00	\$0.00	\$0.00	\$0.00
I	2	BKT-EM-POLE-1P-FG-P	Bracket Equipment Mount Pole Single Phase Fiberglass	\$54.46	\$81.28	\$0.00	\$0.00	\$0.00	\$0.00
I	1	BKT-EM-POLE-3P-FG-LG-P	Bracket equipment mount pole three position fiberglass 24in x 48 in	\$66.62	\$80.46	\$0.00	\$0.00	\$0.00	\$0.00
I	2	BKT-EM-POLE-3P-FG-XL-P	Bracket equipment mount pole three phase fiberglass 72in long	\$247.02	\$160.92	\$0.00	\$0.00	\$0.00	\$0.00
I	6	BKT-INSL-POST-POLE-MD-FG-P	Bracket insulator post on pole 20in fiberglass	\$383.30	\$239.75	\$0.00	\$0.00	\$0.00	\$0.00
I	2	BKT-TERM-POLE-1P-FG-P	Bracket Termination Pole Single Phase Fiberglass	\$44.96	\$81.28	\$0.00	\$0.00	\$0.00	\$0.00
I	2	CABLE-GRIP-SGL-SM-P	Cable Grip single eye 1-1 1/4in cable diameter	\$35.58	\$2.76	\$0.00	\$0.00	\$0.00	\$0.00
I	131	CABLE-PRI-1/0-AL-TRXLPE-LC-25KV-P	Cable Primary 1/0 AL TRXLPE LC Shield 25kV	\$303.77	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	2229	CABLE-PRI-750-AL-TRXLPE-LC-25KV-P	Cable Primary 750 AL TRXLPE LC Shield 25kV	\$13,718.61	\$3.51	\$0.00	\$0.00	\$0.00	\$0.00
I	70	CABLE-TAIL-RISER-1/0-AL-25KV-P	Cable Tail for 1/0 AL 25kv primary in a riser	\$162.32	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	46468.45	CADD-FLAGGING-P	DEP Cost Adder flagging (per dollar)	\$0.00	\$0.00	\$0.00	\$0.00	\$46,468.45	\$0.00
I	60	CLAMP-DE-MD-P	Clamp dead end 336-477	\$757.00	\$6.90	\$0.00	\$0.00	\$0.00	\$0.00
I	19	CLAMP-DE-SM-P	Clamp dead end 4/0AL-6CU	\$229.26	\$11.04	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CLAMP-DE-WDG-SM-P	Clamp dead end wedge 6AL-2AL	\$1.16	\$1.63	\$0.00	\$0.00	\$0.00	\$0.00
I	4	COND-BEND-6IN-PVC-45DEG-R48-P	Conduit Bend 6in PVC 45 Degrees 48" Radius	\$108.28	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	2	COND-CPLG-CS-6IN-PVC/HDPE-P	Conduit Coupling Slip On Center Stop 6in PVC/HDPE	\$116.02	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	4	COND-END-2IN-PVC-P	Conduit End 2in PVC	\$4.20	\$5.50	\$0.00	\$0.00	\$0.00	\$0.00
I	1486	COND-STICK-6IN-PVC-SCH40-BG-P	Conduit Stick 6in PVC Schedule 40 Bore-Gard	\$8,787.02	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	80	COND-STICK-6IN-STL-GRC-P	Conduit Stick 6in Steel GRC	\$3,327.20	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	10	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap	\$76.20	\$13.80	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CONN-OH-STRP-COMP-1/0AL-P	Connector OH Stirrup Compression 1/0AL-4AL Line	\$4.24	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	9	CONN-OH-STRP-COMP-477AL-P	Connector OH Stirrup Compression 477AL-4/0AL line	\$179.82	\$12.42	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CONN-UG-SPL-35KV-1/0AL-P	Connector UG splice 35kV 1/0AL	\$48.01	\$88.84	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CONN-UG-SPL-PRI-1/0-2-25KV-P	Connector UG splice primary 1/0 to #2 25kV	\$237.84	\$266.52	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CONN-UG-SPL-PRI-750-350-25KV-P	Connector UG splice 25kV 350AL	\$938.49	\$359.49	\$0.00	\$0.00	\$0.00	\$0.00
I	3	FUSE-CUTOUT-100-27KV-POLY-LINE-P	Fuse Cutout 100 27KV Polymer Line	\$254.82	\$253.56	\$0.00	\$0.00	\$0.00	\$0.00
I	6	FUSE-CUTOUT-25/FLIMITER-27KV-POLY EQUIP-2	Fuse Cutout 25KV Fault Tamer door 27kV class body polymer for equipment	\$2,251.38	\$507.12	\$0.00	\$0.00	\$0.00	\$0.00
I	3	FUSE-LINK-20-CL-FLIMITER-P	Fuse Link 20 CL Fault Tamer	\$38.43	\$4.89	\$0.00	\$0.00	\$0.00	\$0.00
I	3	FUSE-LINK-3-CL-FLIMITER-P	Fuse Link 3 CL Fault Tamer	\$63.39	\$4.89	\$0.00	\$0.00	\$0.00	\$0.00
I	1	FUSE-LINK-50-S-P	Fuse Link 50 S/S/KS/MS	\$2.73	\$1.63	\$0.00	\$0.00	\$0.00	\$0.00
I	2	FUSE-LINK-65-K-P	Fuse Link 65 K	\$9.40	\$3.26	\$0.00	\$0.00	\$0.00	\$0.00
I	2	GND-EQUIP-2-BOND-P	Ground Equipment #2 soft drawn copper bonding (5ft length)	\$9.12	\$2.76	\$0.00	\$0.00	\$0.00	\$0.00
I	22	GUY-DOWN-3/8IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single	\$656.72	\$1,895.20	\$0.00	\$0.00	\$0.00	\$0.00
I	38	GUY-HOOK-P	Guy Hook	\$318.22	\$22.08	\$0.00	\$0.00	\$0.00	\$0.00
I	12	GUY-INSL-10FT-FG-P	Guy Insulator 10ft Fiberglass	\$201.00	\$468.12	\$0.00	\$0.00	\$0.00	\$0.00
I	6	GUY-INSL-7FT-FG-P	Guy Insulator 7ft Fiberglass	\$88.19	\$234.06	\$0.00	\$0.00	\$0.00	\$0.00
I	8	GUY-SPAN-3/8IN-GALV-ATTACH-P	Guy Span 3/8 in diameter Galvanized Attach	\$108.40	\$243.80	\$0.00	\$0.00	\$0.00	\$0.00

CU Estimate Project Estimation By Compatible Unit

I	8	GUY-SPAN-3/8IN-GALV-WIRE-P	Guy Span 3/8 in diameter Galvanized Wire	\$2.92	\$6.52	\$0.00	\$0.00	\$0.00	\$0.00
I	2	HDWR-EYEBOLT-SM-10IN-GALV-P	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel	\$7.64	\$3.26	\$0.00	\$0.00	\$0.00	\$0.00
I	8	HDWR-EYEBOLT-SM-12IN-GALV-P	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel	\$30.24	\$13.03	\$0.00	\$0.00	\$0.00	\$0.00
I	7	HDWR-EYENUT-SM-GALV-P	Hardware Eye Nut 5/8in diameter Galvanized Steel	\$8.89	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00
I	30	HDWR-MACH-LG-10IN-GALV-P	Hardware Machine Bolt 3/4in diameter 10in long Galvanized Steel	\$101.35	\$48.75	\$0.00	\$0.00	\$0.00	\$0.00
I	38	HDWR-MACH-LG-12IN-GALV-P	Hardware Machine Bolt 3/4in diameter 12in long Galvanized Steel	\$90.02	\$61.76	\$0.00	\$0.00	\$0.00	\$0.00
I	4	HDWR-MACH-SM-10IN-GALV-P	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel	\$3.70	\$6.50	\$0.00	\$0.00	\$0.00	\$0.00
I	16	HDWR-MACH-SM-12IN-GALV-P	Hardware Machine Bolt 5/8in diameter 12in long Galvanized Steel	\$17.62	\$26.01	\$0.00	\$0.00	\$0.00	\$0.00
I	2	HDWR-MACH-SM-14IN-GALV-P	Hardware Machine Bolt 5/8in diameter 14in long Galvanized Steel	\$2.34	\$3.26	\$0.00	\$0.00	\$0.00	\$0.00
I	1	HDWR-SP-SM-12IN-GALV-P	Hardware Spool Bolt 5/8in diameter 12in long Galvanized Steel	\$6.61	\$1.63	\$0.00	\$0.00	\$0.00	\$0.00
I	63	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35kV Polymer	\$888.15	\$4,706.36	\$0.00	\$0.00	\$0.00	\$0.00
I	30	INSL-POST-25KV-PORC-TT-P	Insulator Post 25kV Porcelain Tie Top	\$408.85	\$873.65	\$0.00	\$0.00	\$0.00	\$0.00
I	9	INSL-POST-35KV-PORC-TT-P	Insulator Post 35kV Porcelain Tie Top	\$136.56	\$261.69	\$0.00	\$0.00	\$0.00	\$0.00
I	1	INSL-SP-SEC-PORC-P	Insulator Spool Secondary/Neutral Porcelain	\$0.57	\$23.57	\$0.00	\$0.00	\$0.00	\$0.00
I	3	INSL-STUD-STL-10IN-THD-P	Insulator Stud Steel 5/8in by 10in Long Threaded	\$13.37	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	30	INSL-STUD-STL-7IN-THD-P	Insulator Stud Steel 5/8in by 7in Long Threaded	\$77.00	\$6.90	\$0.00	\$0.00	\$0.00	\$0.00
I	3	JUMP-1/0-AL-P	Jumper 1/0 AL	\$12.36	\$126.78	\$0.00	\$0.00	\$0.00	\$0.00
I	5	JUMP-4/0-AL-P	Jumper 4/0 AL	\$9.70	\$256.00	\$0.00	\$0.00	\$0.00	\$0.00
I	30	JUMP-477-AL-P	Jumper 477 AL	\$95.75	\$1,544.15	\$0.00	\$0.00	\$0.00	\$0.00
I	4	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered	\$48.08	\$5.52	\$0.00	\$0.00	\$0.00	\$0.00
I	5	LEAD-EQ-6-CU-COVER-P	Lead Equipment 6 Copper Covered	\$18.70	\$6.90	\$0.00	\$0.00	\$0.00	\$0.00
I	3	LEAD-TF-6-CU-COVER-P	Lead Trans/Reg/Cap 6 Copper Covered	\$4.68	\$4.14	\$0.00	\$0.00	\$0.00	\$0.00
I	98732.09	OADD-IDOLLAR-P	DEP Adder Misc - Adder \$1 dollar of cost	\$0.00	\$1.38	\$0.00	\$0.00	\$98,732.09	\$0.00
I	11	OADD-POLE-DEPTH-P	DEP Adder-OH - OH Adder Pole set extra depth (per ft deep)	\$0.00	\$291.76	\$0.00	\$0.00	\$0.00	\$0.00
I	10	OADD-POLE-GUARD-P	DEP Adder-OH - OH Adder Pole guard (per section)	\$0.00	\$58.52	\$0.00	\$0.00	\$0.00	\$0.00
I	12	OLAB-JUMP-TEMP-P	OH Labor Jumper temporary (install and remove, each)	\$0.00	\$81.28	\$0.00	\$0.00	\$0.00	\$0.00
I	18	OLAB-WIRE-LAYOUT-MD-P	OH Labor Overhead Wire layout > 2/0 - 556 (per phase on pole)	\$0.00	\$1,923.66	\$0.00	\$0.00	\$0.00	\$0.00
I	21	OLAB-WIRE-RESAG-P	OH Labor Wire resag (per span)	\$0.00	\$1,358.83	\$0.00	\$0.00	\$0.00	\$0.00
I	4	POLE-EXISTING-P	GIS Correction or Update Pole existing or foreign owned	\$0.00	\$6.52	\$0.00	\$0.00	\$0.00	\$0.00
I	2	POLE-WD-40-C5-P	Pole wood 40ft class 5	\$259.92	\$916.72	\$0.00	\$0.00	\$0.00	\$0.00
I	2	POLE-WD-45-C4-P	Pole wood 45ft class 4	\$375.40	\$916.72	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-50-C3-P	Pole wood 50ft class 3	\$248.71	\$458.36	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-55-C3-P	Pole wood 55ft class 3	\$350.70	\$620.90	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-60-C2-P	Pole wood 60ft class 2	\$544.95	\$620.90	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-60-C3-P	Pole wood 60ft class 3	\$573.81	\$620.90	\$0.00	\$0.00	\$0.00	\$0.00
I	2	RISER-2IN-COND-3PC-P	Riser 2in Conduit 3-10ft sections	\$35.12	\$163.92	\$0.00	\$0.00	\$0.00	\$0.00
I	1	STRUCT-PB-RECT-CTE-LG-VEH-P	Structure Pullbox Concrete 56in x 96in x 44in Vehicle Rated	\$3,250.00	\$692.83	\$0.00	\$0.00	\$0.00	\$0.00
I	2	TERM-1/0-AL-25KV-P	Termination Kit 1/0 AL 25kV	\$291.34	\$166.66	\$0.00	\$0.00	\$0.00	\$0.00
I	5	TIE-COMP-SM-COV-FNECK-P	Tie Composite 6-2	\$55.75	\$4.14	\$0.00	\$0.00	\$0.00	\$0.00
I	27	TIE-HAND-4-AL-P	Tie Hand 4 AL	\$29.11	\$6.90	\$0.00	\$0.00	\$0.00	\$0.00
I	6	TIE-SIDE-477-AL-FNECK-P	Tie Side 477 AL F Neck	\$25.54	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	1	TIE-SPOOL-4/0-AL-P	Tie Spool 4/0 AL	\$3.04	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	26	UADD-RESEED-P	DEP Adder Misc - UG Adder Reseed (per square yd)	\$0.00	\$67.50	\$0.00	\$0.00	\$0.00	\$0.00
I	26	UADD-STRAW-P	DEP Adder Misc - UG Adder Straw (per square yd)	\$0.00	\$90.90	\$0.00	\$0.00	\$0.00	\$0.00
I	4	ULAB-BORE-PIT-P	UG Labor Boring pit (per pit)	\$0.00	\$802.34	\$0.00	\$0.00	\$0.00	\$0.00
I	1486	ULAB-BORE-XL-GT250-P	UG Labor Boring > 6in - 8in diameter, > 250ft - 500ft length (per linear ft)	\$0.00	\$38,623.68	\$0.00	\$0.00	\$0.00	\$0.00
I	2229	ULAB-CABLE-COND-LG-P	UG Labor Cable in conduit > 2in diameter cable (per linear ft)	\$0.00	\$3,285.09	\$0.00	\$0.00	\$0.00	\$0.00
I	131	ULAB-CABLE-TRN-MD-P	UG Labor Cable in trench > 1in - 2in diameter cable (per linear ft)	\$0.00	\$84.72	\$0.00	\$0.00	\$0.00	\$0.00
I	2	ULAB-SPL-PIT-PRI-P	UG Labor Splice pit primary (per pit)	\$0.00	\$349.86	\$0.00	\$0.00	\$0.00	\$0.00

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I	1486	ULAB-STICK-BORE-LG-P	UG Labor Rigid Conduit in bore > 4in - 8in diameter conduit (per linear ft)	\$0.00	\$2,661.14	\$0.00	\$0.00	\$0.00	\$0.00
I	80	ULAB-STICK-TRN-LG-P	UG Labor Rigid Conduit in trench > 4in - 8in diameter conduit (per linear ft)	\$0.00	\$79.89	\$0.00	\$0.00	\$0.00	\$0.00
I	131	ULAB-TRN-18W-36D-P	UG Labor Trenching up to 18in wide by 36in deep (per linear ft)	\$0.00	\$427.68	\$0.00	\$0.00	\$0.00	\$0.00
I	40	ULAB-TRN-18W-48D-P	UG Labor Trenching up to 18in wide by 48in deep (per linear ft)	\$0.00	\$154.27	\$0.00	\$0.00	\$0.00	\$0.00
I	10	ULAB-TRN-HDIG-P	UG Labor Trenching hand dig (per cubic ft)	\$0.00	\$165.29	\$0.00	\$0.00	\$0.00	\$0.00
I	3	WG-BUSH-COV-SM-P	Wildlife Guard Bushing Cover 5 1/4in diameter by 5 1/2in long	\$9.99	\$56.07	\$0.00	\$0.00	\$0.00	\$0.00
I	336	WIRE-LGT-2-AL-TX-P	Wire Lighting 2 AL Triplex	\$177.11	\$332.31	\$0.00	\$0.00	\$0.00	\$0.00
I	882	WIRE-PRI-1/0-AAAC-P	Wire Primary/Neutral 1/0 AAAC	\$194.04	\$1,067.88	\$0.00	\$0.00	\$0.00	\$0.00
I	916	WIRE-PRI-4/0-AAAC-P	Wire Primary/Neutral 4/0 AAAC	\$444.27	\$1,563.64	\$0.00	\$0.00	\$0.00	\$0.00
I	5496	WIRE-PRI-477-AAC-P	Wire Primary/Neutral 477kcmil AAC	\$4,385.22	\$9,381.84	\$0.00	\$0.00	\$0.00	\$0.00
R	7 [0]	ANCH-PISA-SM-P	Anchor Power Installed Screw Anchor Single Small [\$34.07]	\$0.00	\$0.00	\$341.32	\$0.00	\$0.00	\$0.00
R	3 [0]	ARR-LINE-18KV-P	Arrester Line 18kV [\$34.07]	\$0.00	\$0.00	\$92.64	\$0.00	\$0.00	\$0.00
R	2 [0]	ARR-RISER-18KV-BKT-P	Arrester Riser Pole 18kV Bracket Mount [\$34.07]	\$0.00	\$0.00	\$61.76	\$0.00	\$0.00	\$0.00
R	4 [0]	BKT-EM-POLE-1P-FG-P	Bracket Equipment Mount Pole Single Phase Fiberglass [\$34.07]	\$0.00	\$0.00	\$87.76	\$0.00	\$0.00	\$0.00
R	1 [0]	BKT-EM-POLE-3POS-FG-P	Bracket equipment mount pole three position fiberglass [\$34.07]	\$0.00	\$0.00	\$44.70	\$0.00	\$0.00	\$0.00
R	18 [0]	BKT-INSL-PIN-POLE-FG-P	REM ONLY: Bracket insulator pin pole fiberglass [\$0.00]	\$0.00	\$0.00	\$377.91	\$0.00	\$0.00	\$0.00
R	2 [0]	BKT-INSL-PIN-POLE-FG-SM-P	Bracket insulator pin pole mount fiberglass 16in [\$34.07]	\$0.00	\$0.00	\$42.26	\$0.00	\$0.00	\$0.00
R	2 [0]	BKT-TERM-POLE-1P-FG-P	Bracket Termination Pole Single Phase Fiberglass [\$34.07]	\$0.00	\$0.00	\$43.88	\$0.00	\$0.00	\$0.00
R	5 [0]	CABLE-GRIP-SGL-SM-P	Cable Grip single eye 1-1 1/4in cable diameter [\$34.07]	\$0.00	\$0.00	\$6.90	\$0.00	\$0.00	\$0.00
R	20 [0]	CABLE-TAIL-EQ-2-TX-600V-P	Cable Tail for 2 triplex 600V in UG Equipment [\$34.07]	\$0.00	\$0.00	\$10.33	\$0.00	\$0.00	\$0.00
R	10 [0]	CABLE-TAIL-EQ-6-TX-600V-P	Cable Tail for 6 triplex 600V in UG Equipment [\$34.07]	\$0.00	\$0.00	\$5.51	\$0.00	\$0.00	\$0.00
R	70 [0]	CABLE-TAIL-RISER-1/0-AL-25KV-P	Cable Tail for 1/0 AL 25kv primary in a riser [\$34.07]	\$0.00	\$0.00	\$2.34	\$0.00	\$0.00	\$0.00
R	10 [0]	CABLE-TAIL-RISER-2-TX-600V-P	Cable Tail for 2 triplex 600V in a riser [\$34.07]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	60 [0]	CABLE-TAIL-RISER-6-TX-600V-P	Cable Tail for 6 triplex 600V in a riser [\$34.07]	\$0.00	\$0.00	\$2.34	\$0.00	\$0.00	\$0.00
R	5 [0]	CLAMP-DE-SM-P	Clamp dead end 4/0AL-6CU [\$34.07]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	3 [0]	CLAMP-DE-WDG-SM-P	Clamp dead end wedge 6AL-2AL [\$34.07]	\$0.00	\$0.00	\$4.88	\$0.00	\$0.00	\$0.00
R	6 [0]	CLAMP-SUS-CUSHGRP-MD-P	Clamp suspension cushion grip 266-477 [\$34.07]	\$0.00	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00
R	12 [0]	CLAMP-TR-CUSHGRP-MD-P	Clamp trunnion cushion grip 266-477 [\$34.07]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	2 [0]	COND-END-2IN-PVC-P	Conduit End 2in PVC [\$34.07]	\$0.00	\$0.00	\$2.75	\$0.00	\$0.00	\$0.00
R	4 [0]	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap [\$34.07]	\$0.00	\$0.00	\$5.52	\$0.00	\$0.00	\$0.00
R	5 [0]	CONN-OH-HLC-795AL-6AL-P	REM ONLY-Connector OH Hot Line Clamp 795AL-4/0AL Line to 250AL-6AL Tap [\$0.00]	\$0.00	\$0.00	\$6.90	\$0.00	\$0.00	\$0.00
R	3 [0]	CONN-OH-STRP-BLT-556AL-P	Connector OH Stirrup Bolted 556AL-336AL Line [\$34.07]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	1 [0]	CONN-OH-STRP-COMP-477AL-P	Connector OH Stirrup Compression 477AL-4/0AL line [\$34.07]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	3 [0]	FUSE-CUTOUT-100-27KV-LB-PORC-	REM ONLY-Fuse Cutout 100 27KV Load Break Porcelain [\$0.00]	\$0.00	\$0.00	\$151.17	\$0.00	\$0.00	\$0.00
R	3 [0]	FUSE-CUTOUT-100-27KV-POLY-	Fuse Cutout 100A 27kV Polymer for equipment [\$34.07]	\$0.00	\$0.00	\$151.17	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-1 1/2-D-P	Fuse Link 1.5 D [\$34.07]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-2-D-P	Fuse Link 2 D [\$34.07]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-3-D-P	Fuse Link 3 D [\$34.07]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-50-S-P	Fuse Link 50 S/IS/KS/MS [\$34.07]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	2 [0]	FUSE-LINK-65-K-P	Fuse Link 65 K [\$34.07]	\$0.00	\$0.00	\$3.26	\$0.00	\$0.00	\$0.00
R	2 [0]	GND-EQUIP-2-BOND-P	Ground Equipment #2 soft drawn copper bonding (5ft length) [\$34.07]	\$0.00	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00
R	7 [0]	GUY-DOWN-3/8IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single [\$34.07]	\$0.00	\$0.00	\$316.14	\$0.00	\$0.00	\$0.00
R	13 [0]	GUY-HOOK-P	Guy Hook [\$34.07]	\$0.00	\$0.00	\$9.66	\$0.00	\$0.00	\$0.00
R	2 [0]	GUY-INSL-10FT-FG-P	Guy Insulator 10ft Fiberglass [\$34.07]	\$0.00	\$0.00	\$43.88	\$0.00	\$0.00	\$0.00
R	13 [0]	GUY-INSL-7FT-FG-P	Guy Insulator 7ft Fiberglass [\$34.07]	\$0.00	\$0.00	\$282.01	\$0.00	\$0.00	\$0.00
R	6 [0]	GUY-OFFSET-5/16IN-GALV-P	REM ONLY-Guy Offset 3/8 in diameter Galvanized [\$0.00]	\$0.00	\$0.00	\$270.63	\$0.00	\$0.00	\$0.00
R	7 [0]	HDWR-EYEBOLT-SM-10IN-GALV-P	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel [\$34.07]	\$0.00	\$0.00	\$11.39	\$0.00	\$0.00	\$0.00
R	1 [0]	HDWR-EYEBOLT-SM-12IN-GALV-P	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel [\$34.07]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	3 [0]	HDWR-EYENUT-SM-GALV-P	Hardware Eye Nut 5/8in diameter Galvanized Steel [\$34.07]	\$0.00	\$0.00	\$4.89	\$0.00	\$0.00	\$0.00

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R	13	[0]	HDWR-MACH-LG-12IN-GALV-P	Hardware Machine Bolt 3/4in diameter 12in long Galvanized Steel [34.07]	\$0.00	\$0.00	\$21.13	\$0.00	\$0.00	\$0.00
R	44	[0]	HDWR-MACH-SM-10IN-GALV-P	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel [34.07]	\$0.00	\$0.00	\$71.50	\$0.00	\$0.00	\$0.00
R	10	[0]	HDWR-MACH-SM-12IN-GALV-P	Hardware Machine Bolt 5/8in diameter 12in long Galvanized Steel [34.07]	\$0.00	\$0.00	\$16.28	\$0.00	\$0.00	\$0.00
R	2	[0]	HDWR-MACH-SM-14IN-GALV-P	Hardware Machine Bolt 5/8in diameter 14in long Galvanized Steel [34.07]	\$0.00	\$0.00	\$3.26	\$0.00	\$0.00	\$0.00
R	8	[0]	INSL-1RACK-SEC-PORC-P	Insulator One Wire Rack Secondary/Neutral Porcelain [34.07]	\$0.00	\$0.00	\$117.04	\$0.00	\$0.00	\$0.00
R	3	[0]	INSL-DE/S-25KV-POLY-P	REM ONLY: Insulator Dead End/Suspension 25kV Polymer [0.00]	\$0.00	\$0.00	\$138.16	\$0.00	\$0.00	\$0.00
R	5	[0]	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35kV Polymer [34.07]	\$0.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00
R	20	[0]	INSL-PIN-23KV-PORC-P	REM ONLY: Insulator Pin 23kV Porcelain [0.00]	\$0.00	\$0.00	\$514.43	\$0.00	\$0.00	\$0.00
R	9	[0]	INSL-POST-35KV-PORC-HC-GB-P	REM ONLY-Insulator Post 35kV Porcelain Horizontal Clamp Top Gain Base [0.00]	\$0.00	\$0.00	\$231.62	\$0.00	\$0.00	\$0.00
R	4	[0]	INSL-POST-45KV-PORC-HC-GB-P	REM ONLY-Insulator Post 45kV Porcelain Horizontal Clamp Top Gain Base [0.00]	\$0.00	\$0.00	\$103.22	\$0.00	\$0.00	\$0.00
R	8	[0]	INSL-SP-SEC-PORC-P	Insulator Spool Secondary/Neutral Porcelain [34.07]	\$0.00	\$0.00	\$117.04	\$0.00	\$0.00	\$0.00
R	2	[0]	JUMP-4-AL-P	REM ONLY-Jumper 4 AL [0.00]	\$0.00	\$0.00	\$59.33	\$0.00	\$0.00	\$0.00
R	3	[0]	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered [34.07]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	5	[0]	LEAD-EQ-6-CU-COVER-P	Lead Equipment 6 Copper Covered [34.07]	\$0.00	\$0.00	\$6.90	\$0.00	\$0.00	\$0.00
R	3	[0]	LEAD-TF-6-CU-COVER-P	Lead Trans/Reg/Cap 6 Copper Covered [34.07]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	18	[0]	OLAB-ARMROD-P	OH Labor Armor Rod (each) [0.00]	\$0.00	\$0.00	\$246.24	\$0.00	\$0.00	\$0.00
R	1	[0]	OLAB-METER-SET-P	OH Labor Meter set (per meter) [0.00]	\$0.00	\$0.00	\$4.88	\$0.00	\$0.00	\$0.00
R	2	[0]	PED-HH-LG-FGC-P	DO NOT USE: USED PED-HH-SM-FGC-P INSTEAD. Pedestal Hand Hole 13in wide x 23in long Fibercrete [34.07]	\$0.00	\$0.00	\$55.10	\$0.00	\$0.00	\$0.00
R	3	[0]	POLE-WD-45-C4-P	Pole wood 45ft class 4 [34.07]	\$0.00	\$0.00	\$707.04	\$0.00	\$0.00	\$0.00
R	1	[0]	POLE-WD-50-C3-P	Pole wood 50ft class 3 [34.07]	\$0.00	\$0.00	\$235.68	\$0.00	\$0.00	\$0.00
R	1	[0]	POLE-WD-55-C3-P	Pole wood 55ft class 3 [34.07]	\$0.00	\$0.00	\$377.91	\$0.00	\$0.00	\$0.00
R	2	[0]	RISER-2IN-COND-3PC-P	Riser 2in Conduit 3-10ft sections [34.07]	\$0.00	\$0.00	\$75.76	\$0.00	\$0.00	\$0.00
R	1	[0]	RISER-2IN-COND-SVC-P	Riser 2in Conduit entrance to meter base or trough [34.07]	\$0.00	\$0.00	\$18.59	\$0.00	\$0.00	\$0.00
R	2	[0]	RISER-2IN-UGUARD-3PC-P	Riser 2in U Guard 3-10ft section [34.07]	\$0.00	\$0.00	\$75.76	\$0.00	\$0.00	\$0.00
R	2	[0]	TERM-1/0-AL-25KV-P	Termination Kit 1/0 AL 25kV [34.07]	\$0.00	\$0.00	\$78.52	\$0.00	\$0.00	\$0.00
R	18	[0]	TIE-ARMROD-477-AL-P	Tie armor rod 477 AL [34.07]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	3	[0]	TIE-COMP-SM-COV-FNECK-P	Tie Composite 6-2 [34.07]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	8	[0]	TIE-HAND-4-AL-P	Tie Hand 4 AL [34.07]	\$0.00	\$0.00	\$11.04	\$0.00	\$0.00	\$0.00
R	18	[0]	TIE-TOP-477-AL-FNECK-P	Tie Top 477 AL F Neck [34.07]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	4	[0]	ULAB-CONN-SEC-EQUIP-P	UG Labor Connections for secondary at UG equipment (per multiplex) [0.00]	\$0.00	\$0.00	\$46.84	\$0.00	\$0.00	\$0.00
R	1	[0]	ULAB-CONN-SEC-EQUIP-SVC-P	UG Labor Connections for service at UG equipment (per multiplex) [0.00]	\$0.00	\$0.00	\$11.71	\$0.00	\$0.00	\$0.00
R	1	[0]	ULAB-CONN-SEC-RISER-P	UG Labor Connections for secondary at pole riser (per multiplex) [0.00]	\$0.00	\$0.00	\$11.71	\$0.00	\$0.00	\$0.00
R	840	[0]	WIRE-PRI-4-ACSR-P	REM ONLY-Wire Primary/Neutral #4 ACSR [0.00]	\$0.00	\$0.00	\$593.28	\$0.00	\$0.00	\$0.00
R	898	[0]	WIRE-PRI-4/0-ACSR-P	Wire Primary/Neutral 4/0 ACSR [34.07]	\$0.00	\$0.00	\$854.16	\$0.00	\$0.00	\$0.00
R	5388	[0]	WIRE-PRI-477-AAC-P	Wire Primary/Neutral 477kcmil AAC [34.07]	\$0.00	\$0.00	\$5,124.96	\$0.00	\$0.00	\$0.00
R	312	[0]	WIRE-SEC-4-AL-P	REM ONLY-Wire Secondary #4 ACSR [0.00]	\$0.00	\$0.00	\$220.24	\$0.00	\$0.00	\$0.00
R	293	[0]	WIRE-SEC-4-AL-TX-P	Wire Secondary 4 AL Triplex [34.07]	\$0.00	\$0.00	\$159.29	\$0.00	\$0.00	\$0.00
T	2		OLAB-TRF-MX-SM-DE-P	DEP Adder Conductor - OH Labor Transferring multiplex up to 2/0 - 556 dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$148.72	\$0.00	\$0.00
T	21		OLAB-TRF-WIRE-MD-DE-P	DEP Adder Conductor - OH Labor Transferring overhead wire > 2/0 - 556 dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$1,935.85	\$0.00	\$0.00
T	7		OLAB-TRF-WIRE-MD-NDE-P	DEP Adder Conductor - OH Labor Transferring overhead wire > 2/0 - 556 non dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$536.38	\$0.00	\$0.00
Totals:					\$50,335.45	\$83,487.13	\$12,971.86	\$2,620.95	\$145,200.54	\$0.00
Overhead Costs:					\$8,557.03	\$43,747.26	\$6,797.25	\$1,373.38	\$76,085.08	
Total Materials:										
					\$58,892.48					
Total Labor:						\$127,234.39	\$19,769.11	\$3,994.33		

CU Estimate
Project Estimation By Compatible Unit

Total Install Cost:		\$407,412.49		
Total Removal Cost:		\$19,769.11		
Total Transfer Cost:		\$3,994.33		
Total Salvage Value:				\$0.00
		Total Install Man Hours:	1,134.93	
		Total Remove Man Hours:	160.51	
		Total Transfer Man Hours:	32.25	
TOTAL GROSS UP:		\$57,669.52		
Total Project Cost:		\$488,845.44		
Show Report Criteria				

CU Estimate

Project Estimation By Compatible Unit

Workorder: 37404502

Work Order Desc: Town of Holly Springs-Holly Springs Road Widening Ph.2 SHTs 9,10

Estimate: 7227171

Designer: Smothers, Victor

IR/T	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SERVICE COST	SALVAGE VALUE
I	2	ANCH-EXT-LG-7-SQ-P	Anchor Extension Large 7ft square shaft	\$190.16	\$97.52	\$0.00	\$0.00	\$0.00	\$0.00
I	4	ANCH-PISA-LG-P	Anchor Power Installed Screw Anchor Single Large	\$311.80	\$328.32	\$0.00	\$0.00	\$0.00	\$0.00
I	9	ANCH-PISA-MD-P	Anchor Power Installed Screw Anchor Single Medium	\$409.95	\$738.72	\$0.00	\$0.00	\$0.00	\$0.00
I	2	ANCH-SQ-DBL-LG-P	Anchor Square Shaft Double Large	\$359.36	\$164.16	\$0.00	\$0.00	\$0.00	\$0.00
I	6	ARM-SDE-10-FBG-NB-P	Crossarm Single Deadend 10ft fiberglass heavy duty no braces	\$1,492.45	\$425.04	\$0.00	\$0.00	\$0.00	\$0.00
I	1	ARM-SGL-10-FBG-NB-P	Crossarm Single 10ft fiberglass no braces	\$114.53	\$70.70	\$0.00	\$0.00	\$0.00	\$0.00
I	2	ARM-SGL-10-WD-WB-P	Crossarm Single 10ft wood with braces	\$158.84	\$141.40	\$0.00	\$0.00	\$0.00	\$0.00
I	5	ARM-SGL-8-WD-WB-P	Crossarm Single 8ft wood with braces	\$317.40	\$353.50	\$0.00	\$0.00	\$0.00	\$0.00
I	5	ARR-LINE-18KV-P	Arrester Line 18kV	\$193.30	\$321.00	\$0.00	\$0.00	\$0.00	\$0.00
I	3	ARR-RISER-18KV-BKT-P	Arrester Riser Pole 18kV Bracket Mount	\$131.01	\$193.42	\$0.00	\$0.00	\$0.00	\$0.00
I	3	BKT-EM-ARM-1P-STL-MD-P	Bracket Equipment Mount Arm Single Phase Steel Medium (8in carriage bolts)	\$18.51	\$121.92	\$0.00	\$0.00	\$0.00	\$0.00
I	12	BKT-EM-ARM-1P-STL-SM-P	Bracket Equipment Mount Arm Single Phase Steel Small	\$64.71	\$486.84	\$0.00	\$0.00	\$0.00	\$0.00
I	6	BKT-EM-POLE-1P-FG-P	Bracket Equipment Mount Pole Single Phase Fiberglass	\$160.98	\$243.84	\$0.00	\$0.00	\$0.00	\$0.00
I	2	BKT-EM-POLE-3P-FG-XL-P	Bracket equipment mount pole three phase fiberglass 72in long	\$247.54	\$160.92	\$0.00	\$0.00	\$0.00	\$0.00
I	3	BKT-INSL-POST-POLE-LG-FG-P	Bracket insulator post on pole 30in fiberglass	\$204.81	\$120.28	\$0.00	\$0.00	\$0.00	\$0.00
I	6	BKT-INSL-POST-POLE-MD-FG-P	Bracket insulator post on pole 20in fiberglass	\$382.34	\$239.75	\$0.00	\$0.00	\$0.00	\$0.00
I	6	BKT-INSL-POST-PTOP-STL-P	Bracket insulator post pole top steel	\$103.56	\$238.92	\$0.00	\$0.00	\$0.00	\$0.00
I	4	CABLE-GRIP-SGL-MD-P	Cable Grip single eye 2-2 1/2in cable diameter	\$191.28	\$5.52	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CABLE-GRIP-SGL-SM-P	Cable Grip single eye 1-1 1/4in cable diameter	\$17.06	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	321	CABLE-PRI-1/0-AL-TRXLPE-LC-25KV-P	Cable Primary 1/0 AL TRXLPE LC Shield 25KV	\$769.86	\$3.51	\$0.00	\$0.00	\$0.00	\$0.00
I	62	CABLE-SVC-2/0-AL-TX-P	Cable Service 2/0 AL Triplex	\$57.28	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	163	CABLE-SVC-4/0-AL-TX-P	Cable Service 4/0 AL Triplex	\$237.64	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	105	CABLE-TAIL-RISER-1/0-AL-25KV-P	Cable Tail for 1/0 AL 25kv primary in a riser	\$251.82	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	85	CABLE-TAIL-RISER-2/0-TX-600V-P	Cable Tail for 2/0 triplex 600V in a riser	\$78.54	\$3.51	\$0.00	\$0.00	\$0.00	\$0.00
I	40	CABLE-TAIL-RISER-4/0-TX-600V-P	Cable Tail for 4/0 triplex 600V in a riser	\$58.32	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00
I	34328.70	CADD-FLAGGING-P	DEP Cost Adder flagging (per dollar)	\$0.00	\$0.00	\$0.00	\$0.00	\$34,328.70	\$0.00
I	34	CLAMP-DE-MD-P	Clamp dead end 336-477	\$429.02	\$6.90	\$0.00	\$0.00	\$0.00	\$0.00
I	17	CLAMP-DE-SM-P	Clamp dead end 4/0AL-6CU	\$203.72	\$15.18	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CLAMP-DE-WDG-MD-P	Clamp dead end wedge 1/0AL-2/0AL	\$1.32	\$1.63	\$0.00	\$0.00	\$0.00	\$0.00
I	12	CLAMP-DE-WDG-SM-P	Clamp dead end wedge 6AL-2AL	\$13.92	\$19.54	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CLAMP-TR-CUSHGRP-MD-P	Clamp trunnion cushion grip 266-477	\$76.97	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	163	COND-COIL-2IN-HDPE-SDR13-P	Conduit Coil 2in HDPE SDR 13.5	\$109.21	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	107	COND-COIL-4IN-HDPE-SDR13-P	Conduit Coil 4in HDPE SDR 13.5	\$272.85	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	2	COND-END-4IN-PVC-P	Conduit End 4in PVC	\$4.78	\$2.75	\$0.00	\$0.00	\$0.00	\$0.00
I	17	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap	\$129.71	\$23.46	\$0.00	\$0.00	\$0.00	\$0.00
I	6	CONN-OH-LUG-COMP-500-2H-P	Connector OH Lug compression 500kcmil to 2 hole pad	\$41.31	\$4.14	\$0.00	\$0.00	\$0.00	\$0.00
I	17	CONN-OH-STRP-COMP-477AL-P	Connector OH Stirrup Compression 477AL-4/0AL line	\$339.66	\$23.46	\$0.00	\$0.00	\$0.00	\$0.00
I	6	CONN-OH-TAP-BLTWDG-556AL-556AL-P	Connector OH Tap Bolted Wedge 556AL-477AL Line to 556AL Tap	\$116.76	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	15	CONN-OH-TF-STEM-2POS-500AL-P	Connector OH Transformer Stem 1/2in stud to 2 position single set screw 500 AL	\$152.10	\$6.90	\$0.00	\$0.00	\$0.00	\$0.00
I	9	CONN-OH-TF-STEM-4POS-500AL-P	Connector OH Transformer Stem 1/2in stud to 4 position single set screw 500 AL	\$111.00	\$4.14	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CONN-UG-SPL-35KV-1/0AL-P	Connector UG splice 35KV 1/0AL	\$146.43	\$266.52	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CONN-UG-SPL-600V-2/0AL-TX-P	Connector UG splice 600V 2/0AL triplex	\$13.23	\$107.43	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CONN-UG-SPL-PRI-750-350-25KV-P	Connector UG splice 25KV 350AL	\$1,046.07	\$359.49	\$0.00	\$0.00	\$0.00	\$0.00
I	4	FUSE-CUTOUT-100-27KV-POLY-LINE-P	Fuse Cutout 100 27KV Polymer Line	\$338.08	\$338.08	\$0.00	\$0.00	\$0.00	\$0.00
I	13	FUSE-CUTOUT-25/FLIMITER-27KV-POLY-EQUIP-P	Fuse Cutout 25KV Fault Tamer door 27kV class body polymer for equipment	\$4,168.71	\$1,098.76	\$0.00	\$0.00	\$0.00	\$0.00

CU Estimate

Project Estimation By Compatible Unit

I	5	FUSE-LINK-20-CL-FLIMITER-P	Fuse Link 20 CL Fault Tamer	\$63.95	\$8.15	\$0.00	\$0.00	\$0.00	\$0.00
I	7	FUSE-LINK-3-CL-FLIMITER-P	Fuse Link 3 CL Fault Tamer	\$147.91	\$11.41	\$0.00	\$0.00	\$0.00	\$0.00
I	1	FUSE-LINK-5-CL-FLIMITER-P	Fuse Link 5 CL Fault Tamer	\$21.79	\$1.63	\$0.00	\$0.00	\$0.00	\$0.00
I	3	FUSE-LINK-65-K-P	Fuse Link 65 K	\$14.10	\$4.89	\$0.00	\$0.00	\$0.00	\$0.00
I	1	FUSE-LINK-65-S-P	Fuse Link 65 S/S/KS/MS	\$3.88	\$1.63	\$0.00	\$0.00	\$0.00	\$0.00
I	1	GND-EQUIP-2-BOND-P	Ground Equipment #2 soft drawn copper bonding (5ft length)	\$4.56	\$1.38	\$0.00	\$0.00	\$0.00	\$0.00
I	9	GND-POLE-6-P	Ground Pole #6 soft drawn copper	\$190.44	\$358.38	\$0.00	\$0.00	\$0.00	\$0.00
I	24	GND-ROD-ADD-VRT-OH-P	Ground Rod Additional vertical stacking Overhead	\$228.64	\$637.12	\$0.00	\$0.00	\$0.00	\$0.00
I	3	GND-ROD-ADD-VRT-UG-P	Ground Rod Additional vertical stacking Underground	\$28.58	\$79.20	\$0.00	\$0.00	\$0.00	\$0.00
I	8	GND-ROD-OH-P	Ground Rod Overhead (first rod with clamp)	\$58.16	\$260.08	\$0.00	\$0.00	\$0.00	\$0.00
I	2	GND-ROD-UG-P	Ground Rod Underground (first rod with clamp)	\$14.54	\$64.74	\$0.00	\$0.00	\$0.00	\$0.00
I	27	GUY-DOWN-3/8IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single	\$800.69	\$2,326.75	\$0.00	\$0.00	\$0.00	\$0.00
I	35	GUY-HOOK-P	Guy Hook	\$293.84	\$22.08	\$0.00	\$0.00	\$0.00	\$0.00
I	14	GUY-INSL-10FT-FG-P	Guy Insulator 10ft Fiberglass	\$233.79	\$546.14	\$0.00	\$0.00	\$0.00	\$0.00
I	8	GUY-INSL-7FT-FG-P	Guy Insulator 7ft Fiberglass	\$112.64	\$312.08	\$0.00	\$0.00	\$0.00	\$0.00
I	3	GUY-SPAN-3/8IN-GALV-ATTACH-P	Guy Span 3/8 in diameter Galvanized Attach	\$40.15	\$91.84	\$0.00	\$0.00	\$0.00	\$0.00
I	348	GUY-SPAN-3/8IN-GALV-WIRE-P	Guy Span 3/8 in diameter Galvanized Wire	\$126.74	\$351.09	\$0.00	\$0.00	\$0.00	\$0.00
I	2	GUY-SWLK-3/8IN-GALV-P	Guy Sidewalk 3/8 in diameter Galvanized	\$259.38	\$230.80	\$0.00	\$0.00	\$0.00	\$0.00
I	16	HDWR-EYEBOLT-SM-10IN-GALV-P	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel	\$61.12	\$26.05	\$0.00	\$0.00	\$0.00	\$0.00
I	7	HDWR-EYEBOLT-SM-12IN-GALV-P	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel	\$26.46	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00
I	15	HDWR-EYENUT-SM-GALV-P	Hardware Eye Nut 5/8in diameter Galvanized Steel	\$19.48	\$24.41	\$0.00	\$0.00	\$0.00	\$0.00
I	18	HDWR-LWASH-SM-GALV-P	Hardware Lock Washer 5/8in diameter Galvanized Steel	\$3.42	\$29.26	\$0.00	\$0.00	\$0.00	\$0.00
I	14	HDWR-MACH-LG-10IN-GALV-P	Hardware Machine Bolt 3/4in diameter 10in long Galvanized Steel	\$47.31	\$22.75	\$0.00	\$0.00	\$0.00	\$0.00
I	35	HDWR-MACH-LG-12IN-GALV-P	Hardware Machine Bolt 3/4in diameter 12in long Galvanized Steel	\$82.93	\$56.89	\$0.00	\$0.00	\$0.00	\$0.00
I	7	HDWR-MACH-LG-16IN-GALV-P	Hardware Machine Bolt 3/4in diameter 16in long Galvanized Steel	\$23.31	\$11.41	\$0.00	\$0.00	\$0.00	\$0.00
I	40	HDWR-MACH-SM-10IN-GALV-P	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel	\$36.94	\$65.03	\$0.00	\$0.00	\$0.00	\$0.00
I	31	HDWR-MACH-SM-12IN-GALV-P	Hardware Machine Bolt 5/8in diameter 12in long Galvanized Steel	\$32.68	\$50.40	\$0.00	\$0.00	\$0.00	\$0.00
I	5	HDWR-SP-SM-12IN-GALV-P	Hardware Spool Bolt 5/8in diameter 12in long Galvanized Steel	\$31.75	\$8.15	\$0.00	\$0.00	\$0.00	\$0.00
I	18	HDWR-SWASH-SM-GALV-CURVE-P	Hardware Square Washer 5/8in diameter Galvanized Steel curved	\$27.08	\$29.26	\$0.00	\$0.00	\$0.00	\$0.00
I	4	INSL-1RACK-SEC-PORC-P	Insulator One Wire Rack Secondary/Neutral Porcelain	\$12.56	\$94.28	\$0.00	\$0.00	\$0.00	\$0.00
I	2	INSL-CLIP-SHUNT-P	Insulator Clip Shunt	\$6.68	\$2.76	\$0.00	\$0.00	\$0.00	\$0.00
I	36	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35kV Polymer	\$508.21	\$2,688.43	\$0.00	\$0.00	\$0.00	\$0.00
I	6	INSL-GAIN-LG-P	Insulator gain grid 5 1/2in diameter	\$84.76	\$2.76	\$0.00	\$0.00	\$0.00	\$0.00
I	28	INSL-POST-25KV-PORC-TT-P	Insulator Post 25kV Porcelain Tie Top	\$378.75	\$812.71	\$0.00	\$0.00	\$0.00	\$0.00
I	3	INSL-POST-35KV-PORC-HC-P	Insulator Post 35kV Porcelain Horizontal Clamp Top	\$86.35	\$86.96	\$0.00	\$0.00	\$0.00	\$0.00
I	24	INSL-POST-35KV-PORC-TT-P	Insulator Post 35kV Porcelain Tie Top	\$364.49	\$698.12	\$0.00	\$0.00	\$0.00	\$0.00
I	9	INSL-SP-SEC-PORC-P	Insulator Spool Secondary/Neutral Porcelain	\$5.13	\$212.13	\$0.00	\$0.00	\$0.00	\$0.00
I	16	INSL-STUD-STL-10IN-THD-P	Insulator Stud Steel 5/8in by 10in Long Threaded	\$72.10	\$9.66	\$0.00	\$0.00	\$0.00	\$0.00
I	21	INSL-STUD-STL-7IN-THD-P	Insulator Stud Steel 5/8in by 7in Long Threaded	\$53.88	\$11.04	\$0.00	\$0.00	\$0.00	\$0.00
I	1	JUMP-1/0-AL-P	Jumper 1/0 AL	\$4.12	\$42.26	\$0.00	\$0.00	\$0.00	\$0.00
I	3	JUMP-2-AL-P	Jumper 2 AL	\$8.76	\$126.78	\$0.00	\$0.00	\$0.00	\$0.00
I	3	JUMP-4/0-AL-P	Jumper 4/0 AL	\$6.33	\$153.60	\$0.00	\$0.00	\$0.00	\$0.00
I	15	JUMP-477-AL-P	Jumper 477 AL	\$44.55	\$772.07	\$0.00	\$0.00	\$0.00	\$0.00
I	2	LBKT-SIDE-STL-30IN-GALV-WD-PVT-P	Light Bracket side mount Steel 30 inch long Galvanized Finish for wood pole Private	\$39.08	\$116.34	\$0.00	\$0.00	\$0.00	\$0.00
I	4	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered	\$48.08	\$5.52	\$0.00	\$0.00	\$0.00	\$0.00
I	6	LEAD-EQ-500-AL-COVER-P	Lead Equipment 500 Aluminum Covered	\$89.40	\$4.14	\$0.00	\$0.00	\$0.00	\$0.00
I	8	LEAD-EQ-6-CU-COVER-P	Lead Equipment 6 Copper Covered	\$42.49	\$8.28	\$0.00	\$0.00	\$0.00	\$0.00
I	8	LEAD-TF-6-CU-COVER-P	Lead Trans/Reg/Cap 6 Copper Covered	\$17.68	\$11.04	\$0.00	\$0.00	\$0.00	\$0.00
I	2	LFX-PHOTO-1000-GRN-MULTIV-PVT-P	Light Fixture Photocell 1000W green multivoltage up to 277V Private	\$34.22	\$2.70	\$0.00	\$0.00	\$0.00	\$0.00
I	1	LPOLE-WD-30-C6-P	Lighting Pole Wood 30ft Class 6	\$83.42	\$270.63	\$0.00	\$0.00	\$0.00	\$0.00
I	76173.08	OADD-1DOLLAR-P	DEP Adder Misc - Adder \$1 dollar of cost	\$0.00	\$1.38	\$0.00	\$0.00	\$76,173.08	\$0.00
I	29	OADD-POLE-DEPTH-P	DEP Adder-OH - OH Adder Pole set extra depth (per ft deep)	\$0.00	\$767.20	\$0.00	\$0.00	\$0.00	\$0.00

CU Estimate Project Estimation By Compatible Unit

I	25	OADD-POLE-GUARD-P	DEP Adder-OH - OH Adder Pole guard (per section)	\$0.00	\$146.30	\$0.00	\$0.00	\$0.00	\$0.00
I	13	OLAB-JUMP-TEMP-P	OH Labor Jumper temporary (install and remove, each)	\$0.00	\$87.78	\$0.00	\$0.00	\$0.00	\$0.00
I	1	OLAB-METER-SET-P	OH Labor Meter set (per meter)	\$0.00	\$4.88	\$0.00	\$0.00	\$0.00	\$0.00
I	24	OLAB-WIRE-LAYOUT-MD-P	OH Labor Overhead Wire layout > 2/0 - 556 (per phase on pole)	\$0.00	\$2,563.25	\$0.00	\$0.00	\$0.00	\$0.00
I	5	OLAB-WIRE-RESAG-P	OH Labor Wire resag (per span)	\$0.00	\$323.46	\$0.00	\$0.00	\$0.00	\$0.00
I	2	POLE-EXISTING-P	GIS Correction or Update Pole existing or foreign owned	\$0.00	\$3.26	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-30-C6-P	Pole wood 30ft class 6	\$78.73	\$270.63	\$0.00	\$0.00	\$0.00	\$0.00
I	3	POLE-WD-40-C5-P	Pole wood 40ft class 5	\$504.00	\$1,375.08	\$0.00	\$0.00	\$0.00	\$0.00
I	2	POLE-WD-45-C4-P	Pole wood 45ft class 4	\$457.78	\$916.72	\$0.00	\$0.00	\$0.00	\$0.00
I	9	POLE-WD-50-C3-P	Pole wood 50ft class 3	\$2,646.81	\$4,125.24	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-55-C3-P	Pole wood 55ft class 3	\$350.41	\$620.90	\$0.00	\$0.00	\$0.00	\$0.00
I	4	RISER-2IN-COND-3PC-P	Riser 2in Conduit 3-10ft sections	\$67.84	\$327.84	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-2IN-COND-SVC-P	Riser 2in Conduit entrance to meter base or trough	\$11.75	\$38.57	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-4IN-COND-3PC-P	Riser 4in Conduit 3-10ft sections	\$81.67	\$94.35	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-4IN-VENT-P	Riser 4in vent boot	\$59.38	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00
I	1	STRUCT-PB-RECT-CTE-LG-VEH-P	Structure Pullbox Concrete 56in x 96in x 44in Vehicle Rated	\$3,249.63	\$692.83	\$0.00	\$0.00	\$0.00	\$0.00
I	1	STRUCT-PB-RECT-CTE-MD-VEH-P	Structure Pullbox Concrete 48in x 48in Vehicle Rated	\$1,906.47	\$692.83	\$0.00	\$0.00	\$0.00	\$0.00
I	3	SW-CUTOUT-900-25KV-1P-NLB-P	Switch OH Cutout Style 900A 25kV 1 Phase Non-Load Break	\$449.37	\$253.56	\$0.00	\$0.00	\$0.00	\$0.00
I	3	TERM-1/0-AL-25KV-P	Termination Kit 1/0 AL 25kV	\$437.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
I	1	TF-OH-10-23KV-120/240V-1P-P	Transformer OH 10kVA 22.86GY/13.2 kV 120/240V Single Phase Mild Steel	\$513.15	\$351.09	\$0.00	\$0.00	\$0.00	\$0.00
I	1	TF-OH-15-23KV-120/240V-1P-P	Transformer OH 15kVA 22.86GY/13.2 kV 120/240V Single Phase Mild Steel	\$630.80	\$351.09	\$0.00	\$0.00	\$0.00	\$0.00
I	5	TF-OH-25-23KV-120/240V-1P-P	Transformer OH 25kVA 22.86GY/13.2 kV 120/240V Single Phase Mild Steel	\$3,762.85	\$1,755.45	\$0.00	\$0.00	\$0.00	\$0.00
I	1	TF-OH-37-23KV-120/240V-1P-P	Transformer OH 37.5kVA 22.86GY/13.2 kV 120/240V Single Phase Mild Steel	\$910.49	\$351.09	\$0.00	\$0.00	\$0.00	\$0.00
I	10	TIE-COMP-SM-COV-FNECK-P	Tie Composite 6-2	\$110.30	\$8.28	\$0.00	\$0.00	\$0.00	\$0.00
I	15	TIE-HAND-4-AL-P	Tie Hand 4 AL	\$16.17	\$4.14	\$0.00	\$0.00	\$0.00	\$0.00
I	18	TIE-SIDE-477-AL-FNECK-P	Tie Side 477 AL F Neck	\$76.62	\$6.90	\$0.00	\$0.00	\$0.00	\$0.00
I	7	TIE-SPOOL-1/0-AL-P	Tie Spool 1/0 AL	\$14.84	\$9.66	\$0.00	\$0.00	\$0.00	\$0.00
I	2	TIE-SPOOL-4/0-AL-P	Tie Spool 4/0 AL	\$6.08	\$2.76	\$0.00	\$0.00	\$0.00	\$0.00
I	9	TIE-TOP-477-AL-FNECK-P	Tie Top 477 AL F Neck	\$31.89	\$4.14	\$0.00	\$0.00	\$0.00	\$0.00
I	15	UADD-RESEED-P	DEP Adder Misc - UG Adder Reseed (per square yd)	\$0.00	\$39.26	\$0.00	\$0.00	\$0.00	\$0.00
I	15	UADD-STRAW-P	DEP Adder Misc - UG Adder Straw (per square yd)	\$0.00	\$52.34	\$0.00	\$0.00	\$0.00	\$0.00
I	107	ULAB-BORE-LG-250-P	UG Labor Boring > 4in - 6in diameter, > 40ft - 250ft length (per linear ft)	\$0.00	\$2,544.75	\$0.00	\$0.00	\$0.00	\$0.00
I	163	ULAB-BORE-MD-250-P	UG Labor Boring > 2in - 4in diameter, > 40ft - 250ft length (per linear ft)	\$0.00	\$3,640.47	\$0.00	\$0.00	\$0.00	\$0.00
I	4	ULAB-BORE-PIT-P	UG Labor Boring pit (per pit)	\$0.00	\$801.64	\$0.00	\$0.00	\$0.00	\$0.00
I	321	ULAB-CABLE-COND-LG-P	UG Labor Cable in conduit > 2in diameter cable (per linear ft)	\$0.00	\$473.13	\$0.00	\$0.00	\$0.00	\$0.00
I	163	ULAB-CABLE-COND-MD-P	UG Labor Cable in conduit > 1in - 2in diameter cable (per linear ft)	\$0.00	\$168.04	\$0.00	\$0.00	\$0.00	\$0.00
I	62	ULAB-CABLE-TRN-MD-P	UG Labor Cable in trench > 1in - 2in diameter cable (per linear ft)	\$0.00	\$40.63	\$0.00	\$0.00	\$0.00	\$0.00
I	107	ULAB-COIL-BORE-MD-P	UG Labor Coil Conduit in bore > 2in - 4in diameter conduit (per linear ft)	\$0.00	\$107.44	\$0.00	\$0.00	\$0.00	\$0.00
I	163	ULAB-COIL-BORE-SM-P	UG Labor Coil Conduit in bore up to 2in diameter conduit (per linear ft)	\$0.00	\$101.24	\$0.00	\$0.00	\$0.00	\$0.00
I	4	ULAB-CONN-SEC-RISER-P	UG Labor Connections for secondary at pole riser (per multiplex)	\$0.00	\$79.88	\$0.00	\$0.00	\$0.00	\$0.00
I	2	ULAB-SPL-PIT-SEC-P	UG Labor Splice pit secondary (per pit)	\$0.00	\$224.52	\$0.00	\$0.00	\$0.00	\$0.00
I	62	ULAB-TRN-18W-30D-P	UG Labor Trenching up to 18in wide by 30in deep (per linear ft)	\$0.00	\$172.86	\$0.00	\$0.00	\$0.00	\$0.00
I	5	ULAB-TRN-HDIG-P	UG Labor Trenching hand dig (per cubic ft)	\$0.00	\$82.64	\$0.00	\$0.00	\$0.00	\$0.00
I	5	WG-BUSH-COV-SM-P	Wildlife Guard Bushing Cover 5 1/4in diameter by 5 1/2in long	\$16.65	\$93.45	\$0.00	\$0.00	\$0.00	\$0.00
I	62	WIRE-LGT-4-AL-DX-P	Wire Lighting 4 AL Duplex	\$17.19	\$61.36	\$0.00	\$0.00	\$0.00	\$0.00
I	1473	WIRE-PRI-1/0-AAAC-P	Wire Primary/Neutral 1/0 AAAC	\$324.06	\$1,783.06	\$0.00	\$0.00	\$0.00	\$0.00
I	114	WIRE-PRI-2-AAAC-P	Wire Primary/Neutral #2 AAAC	\$15.96	\$138.16	\$0.00	\$0.00	\$0.00	\$0.00
I	105	WIRE-PRI-4/0-AAAC-P	Wire Primary/Neutral 4/0 AAAC	\$55.26	\$179.61	\$0.00	\$0.00	\$0.00	\$0.00
I	4215	WIRE-PRI-477-AAC-P	Wire Primary/Neutral 477kcmil AAC	\$3,129.63	\$7,197.30	\$0.00	\$0.00	\$0.00	\$0.00
I	270	WIRE-SEC-1/0-AL-TX-P	Wire Secondary 1/0 AL Triplex	\$204.50	\$268.19	\$0.00	\$0.00	\$0.00	\$0.00
I	164	WIRE-SVC-2-AL-TX-P	Wire Service 2 AL Triplex	\$84.44	\$370.59	\$0.00	\$0.00	\$0.00	\$0.00
R	11 [0]	ANCH-PISA-SM-P	Anchor Power Installed Screw Anchor Single Small [\$32.84]	\$0.00	\$0.00	\$536.36	\$0.00	\$0.00	\$0.00

CU Estimate

Project Estimation By Compatible Unit

R	6 [0]	ARM-SGL-60-STL-NB-P	REM ONLY-Crossarm Single 60in steel no braces [0.00]	\$0.00	\$0.00	\$238.12	\$0.00	\$0.00	\$0.00
R	12 [0]	ARR-LINE-18KV-P	Arrester Line 18kV [0.00]	\$0.00	\$0.00	\$370.56	\$0.00	\$0.00	\$0.00
R	3 [0]	ARR-RISER-18KV-BKT-P	Arrester Riser Pole 18kV Bracket Mount [0.00]	\$0.00	\$0.00	\$93.46	\$0.00	\$0.00	\$0.00
R	1 [0]	BKT-EM-ARM-1P-STL-SM-P	Bracket Equipment Mount Arm Single Phase Steel Small [0.00]	\$0.00	\$0.00	\$21.94	\$0.00	\$0.00	\$0.00
R	11 [0]	BKT-EM-POLE-1P-FG-P	Bracket Equipment Mount Pole Single Phase Fiberglass [0.00]	\$0.00	\$0.00	\$242.16	\$0.00	\$0.00	\$0.00
R	6 [0]	BKT-INSL-PIN-ARM-STL-P	REM ONLY-Bracket insulator pin on arm steel [0.00]	\$0.00	\$0.00	\$87.77	\$0.00	\$0.00	\$0.00
R	14 [0]	BKT-INSL-PIN-POLE-FG-P	REM ONLY: Bracket insulator pin pole fiberglass [0.00]	\$0.00	\$0.00	\$295.01	\$0.00	\$0.00	\$0.00
R	6 [0]	BKT-INSL-PIN-POLE-FG-XS-P	REM ONLY-Bracket insulator pin pole mount fiberglass 12in [0.00]	\$0.00	\$0.00	\$126.78	\$0.00	\$0.00	\$0.00
R	6 [0]	BKT-INSL-PIN-PTOP-STL-P	REM ONLY-Bracket insulator post pole top steel [0.00]	\$0.00	\$0.00	\$126.78	\$0.00	\$0.00	\$0.00
R	8 [0]	BKT-INSL-POST-POLE-SM-STL-P	REM ONLY-Bracket insulator post on pole 7in steel [0.00]	\$0.00	\$0.00	\$169.04	\$0.00	\$0.00	\$0.00
R	6 [0]	CABLE-GRIP-SGL-MD-P	Cable Grip single eye 2-2 1/2in cable diameter [0.00]	\$0.00	\$0.00	\$8.28	\$0.00	\$0.00	\$0.00
R	6 [0]	CABLE-GRIP-SGL-SM-P	Cable Grip single eye 1-1 1/4in cable diameter [0.00]	\$0.00	\$0.00	\$8.28	\$0.00	\$0.00	\$0.00
R	10 [0]	CABLE-TAIL-EQ-10-CU-TX-P	Cable Tail for 10 CU Triplex in UG Equipment [0.00]	\$0.00	\$0.00	\$1.35	\$0.00	\$0.00	\$0.00
R	135 [0]	CABLE-TAIL-RISER-1/0-AL-25KV-P	Cable Tail for 1/0 AL 25kv primary in a riser [0.00]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	50 [0]	CABLE-TAIL-RISER-10-CU-TX-P	Cable Tail for 10 CU Triplex in a riser [0.00]	\$0.00	\$0.00	\$2.70	\$0.00	\$0.00	\$0.00
R	25 [0]	CABLE-TAIL-RISER-2-TX-600V-P	Cable Tail for 2 triplex 600V in a riser [0.00]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	130 [0]	CABLE-TAIL-RISER-2/0-TX-600V-P	Cable Tail for 2/0 triplex 600V in a riser [0.00]	\$0.00	\$0.00	\$5.85	\$0.00	\$0.00	\$0.00
R	35 [0]	CABLE-TAIL-RISER-4/0-TX-600V-P	Cable Tail for 4/0 triplex 600V in a riser [0.00]	\$0.00	\$0.00	\$2.34	\$0.00	\$0.00	\$0.00
R	110 [0]	CABLE-TAIL-RISER-6-TX-600V-P	Cable Tail for 6 triplex 600V in a riser [0.00]	\$0.00	\$0.00	\$3.51	\$0.00	\$0.00	\$0.00
R	21 [0]	CLAMP-DE-MD-P	Clamp dead end 336-477 [0.00]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	4 [0]	CLAMP-DE-SM-P	Clamp dead end 4/0AL-6CU [0.00]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	35 [0]	CLAMP-DE-WDG-SM-P	Clamp dead end wedge 6AL-2AL [0.00]	\$0.00	\$0.00	\$56.94	\$0.00	\$0.00	\$0.00
R	2 [0]	CLAMP-TR-CUSHGRP-MD-P	Clamp trunnion cushion grip 266-477 [0.00]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	40 [0]	COND-COIL-4IN-HDPE-SDR13-P	Conduit Coil 4in HDPE SDR 13.5 [0.00]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	134 [0]	COND-STICK-6IN-PVC-SCH40-BG-P	Conduit Stick 6in PVC Schedule 40 Bore-Gard [0.00]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	15 [0]	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap [0.00]	\$0.00	\$0.00	\$20.70	\$0.00	\$0.00	\$0.00
R	8 [0]	CONN-OH-HLC-795AL-6AL-P	REM ONLY-Connector OH Hot Line Clamp 795AL-4/0AL Line to 250AL-6AL Tap [0.00]	\$0.00	\$0.00	\$11.04	\$0.00	\$0.00	\$0.00
R	11 [0]	CONN-OH-STRP-BLT-556AL-P	Connector OH Stirrup Bolted 556AL-336AL Line [0.00]	\$0.00	\$0.00	\$15.18	\$0.00	\$0.00	\$0.00
R	4 [0]	CONN-OH-STRP-COMP-477AL-P	Connector OH Stirrup Compression 477AL-4/0AL line [0.00]	\$0.00	\$0.00	\$5.52	\$0.00	\$0.00	\$0.00
R	6 [0]	CONN-OH-TAP-BLTWDG-556AL-350CU-P	Connector OH Tap Bolted Wedge 556AL-477AL Line to 350CU Tap [0.00]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	4 [0]	FUSE-CUTOUT-100-27KV-POLY-EQUIP-P	Fuse Cutout 100A 27kV Polymer for equipment [0.00]	\$0.00	\$0.00	\$201.56	\$0.00	\$0.00	\$0.00
R	4 [0]	FUSE-CUTOUT-100-27KV-POLY-LINE-P	Fuse Cutout 100 27kV Polymer Line [0.00]	\$0.00	\$0.00	\$201.56	\$0.00	\$0.00	\$0.00
R	6 [0]	FUSE-CUTOUT-25/FLIMITER-27KV-POLY-EQUIP-P	Fuse Cutout 25KV Fault Tamer door 27kV class body polymer for equipment [0.00]	\$0.00	\$0.00	\$302.34	\$0.00	\$0.00	\$0.00
R	6 [0]	FUSE-LINK-20-CL-FLIMITER-P	Fuse Link 20 CL Fault Tamer [0.00]	\$0.00	\$0.00	\$9.78	\$0.00	\$0.00	\$0.00
R	4 [0]	FUSE-LINK-3-D-P	Fuse Link 3 D [0.00]	\$0.00	\$0.00	\$6.52	\$0.00	\$0.00	\$0.00
R	3 [0]	FUSE-LINK-65-K-P	Fuse Link 65 K [0.00]	\$0.00	\$0.00	\$4.89	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-65-S-P	Fuse Link 65 S/IS/KS/MS [0.00]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	1 [0]	GND-EQUIP-2-BOND-P	Ground Equipment #2 soft drawn copper bonding (5ft length) [0.00]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	8 [0]	GND-POLE-6-P	Ground Pole #6 soft drawn copper [0.00]	\$0.00	\$0.00	\$104.00	\$0.00	\$0.00	\$0.00
R	7 [0]	GND-ROD-OH-P	Ground Rod Overhead (first rod with clamp) [0.00]	\$0.00	\$0.00	\$113.75	\$0.00	\$0.00	\$0.00
R	1 [0]	GND-ROD-UG-P	Ground Rod Underground (first rod with clamp) [0.00]	\$0.00	\$0.00	\$16.53	\$0.00	\$0.00	\$0.00
R	18 [0]	GUY-DOWN-3/8IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single [0.00]	\$0.00	\$0.00	\$812.70	\$0.00	\$0.00	\$0.00
R	25 [0]	GUY-HOOK-P	Guy Hook [0.00]	\$0.00	\$0.00	\$16.56	\$0.00	\$0.00	\$0.00
R	6 [0]	GUY-INSL-10FT-FG-P	Guy Insulator 10ft Fiberglass [0.00]	\$0.00	\$0.00	\$130.83	\$0.00	\$0.00	\$0.00
R	18 [0]	GUY-INSL-7FT-FG-P	Guy Insulator 7ft Fiberglass [0.00]	\$0.00	\$0.00	\$390.09	\$0.00	\$0.00	\$0.00
R	3 [0]	GUY-SPAN-3/8IN-GALV-ATTACH-P	Guy Span 3/8 in diameter Galvanized Attach [0.00]	\$0.00	\$0.00	\$55.26	\$0.00	\$0.00	\$0.00
R	351 [0]	GUY-SPAN-3/8IN-GALV-WIRE-P	Guy Span 3/8 in diameter Galvanized Wire [0.00]	\$0.00	\$0.00	\$264.94	\$0.00	\$0.00	\$0.00
R	1 [0]	GUY-SWLK-3/8IN-GALV-P	Guy Sidewalk 3/8 in diameter Galvanized [0.00]	\$0.00	\$0.00	\$61.77	\$0.00	\$0.00	\$0.00
R	4 [0]	HDWR-EYEBOLT-SM-10IN-GALV-P	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel [0.00]	\$0.00	\$0.00	\$6.51	\$0.00	\$0.00	\$0.00
R	2 [0]	HDWR-EYEBOLT-SM-12IN-GALV-P	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel [0.00]	\$0.00	\$0.00	\$3.25	\$0.00	\$0.00	\$0.00
R	8 [0]	HDWR-EYENUT-SM-GALV-P	Hardware Eye Nut 5/8in diameter Galvanized Steel [0.00]	\$0.00	\$0.00	\$13.04	\$0.00	\$0.00	\$0.00
R	14 [0]	HDWR-LWASH-SM-GALV-P	Hardware Lock Washer 5/8in diameter Galvanized Steel [0.00]	\$0.00	\$0.00	\$22.75	\$0.00	\$0.00	\$0.00

CU Estimate

Project Estimation By Compatible Unit

R	12 [0]	HDWR-MACH-LG-10IN-GALV-P	Hardware Machine Bolt 3/4in diameter 10in long Galvanized Steel [32.84]	\$0.00	\$0.00	\$19.50	\$0.00	\$0.00	\$0.00
R	25 [0]	HDWR-MACH-LG-12IN-GALV-P	Hardware Machine Bolt 3/4in diameter 12in long Galvanized Steel [32.84]	\$0.00	\$0.00	\$40.64	\$0.00	\$0.00	\$0.00
R	1 [0]	HDWR-MACH-LG-16IN-GALV-P	Hardware Machine Bolt 3/4in diameter 16in long Galvanized Steel [32.84]	\$0.00	\$0.00	\$1.63	\$0.00	\$0.00	\$0.00
R	58 [0]	HDWR-MACH-SM-10IN-GALV-P	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel [32.84]	\$0.00	\$0.00	\$94.25	\$0.00	\$0.00	\$0.00
R	25 [0]	HDWR-MACH-SM-12IN-GALV-P	Hardware Machine Bolt 5/8in diameter 12in long Galvanized Steel [32.84]	\$0.00	\$0.00	\$40.71	\$0.00	\$0.00	\$0.00
R	14 [0]	HDWR-SWASH-SM-GALV-CURVE-P	Hardware Square Washer 5/8in diameter Galvanized Steel curved [32.84]	\$0.00	\$0.00	\$22.75	\$0.00	\$0.00	\$0.00
R	16 [0]	INSL-1RACK-SEC-PORC-P	Insulator One Wire Rack Secondary/Neutral Porcelain [32.84]	\$0.00	\$0.00	\$234.08	\$0.00	\$0.00	\$0.00
R	1 [0]	INSL-DE/S-23KV-PORC-P	REM ONLY-Insulator Dead End/Suspension 23kV Porcelain [0.00]	\$0.00	\$0.00	\$46.32	\$0.00	\$0.00	\$0.00
R	18 [0]	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35kV Polymer [32.84]	\$0.00	\$0.00	\$829.77	\$0.00	\$0.00	\$0.00
R	1 [0]	INSL-EXT-LINK-P	Insulator Extension Link [32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	26 [0]	INSL-PIN-23KV-PORC-P	REM ONLY: Insulator Pin 23kV Porcelain [0.00]	\$0.00	\$0.00	\$669.69	\$0.00	\$0.00	\$0.00
R	3 [0]	INSL-POST-25KV-PORC-TT-P	Insulator Post 25kV Porcelain Tie Top [32.84]	\$0.00	\$0.00	\$77.21	\$0.00	\$0.00	\$0.00
R	2 [0]	INSL-POST-35KV-PORC-HC-GB-P	REM ONLY-Insulator Post 35kV Porcelain Horizontal Clamp Top Gain Base [0.00]	\$0.00	\$0.00	\$51.20	\$0.00	\$0.00	\$0.00
R	5 [0]	INSL-POST-35KV-PORC-TT-P	Insulator Post 35kV Porcelain Tie Top [32.84]	\$0.00	\$0.00	\$128.41	\$0.00	\$0.00	\$0.00
R	16 [0]	INSL-SP-SEC-PORC-P	Insulator Spool Secondary/Neutral Porcelain [32.84]	\$0.00	\$0.00	\$234.08	\$0.00	\$0.00	\$0.00
R	1 [0]	JUMP-2-AL-P	Jumper 2 AL [32.84]	\$0.00	\$0.00	\$29.26	\$0.00	\$0.00	\$0.00
R	3 [0]	JUMP-4/O-AL-P	Jumper 4/O AL [32.84]	\$0.00	\$0.00	\$101.58	\$0.00	\$0.00	\$0.00
R	9 [0]	JUMP-477-AL-P	Jumper 477 AL [32.84]	\$0.00	\$0.00	\$303.95	\$0.00	\$0.00	\$0.00
R	4 [0]	LBKT-SIDE-STL-30IN-GALV-WD-PVT-P	Light Bracket side mount Steel 30 inch long Galvanized Finish for wood pole Private [32.84]	\$0.00	\$0.00	\$121.12	\$0.00	\$0.00	\$0.00
R	4 [0]	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered [32.84]	\$0.00	\$0.00	\$5.52	\$0.00	\$0.00	\$0.00
R	6 [0]	LEAD-EQ-350-CU-COVER-P	Lead Equipment 350 Copper Covered [32.84]	\$0.00	\$0.00	\$4.14	\$0.00	\$0.00	\$0.00
R	15 [0]	LEAD-EQ-6-CU-COVER-P	Lead Equipment 6 Copper Covered [32.84]	\$0.00	\$0.00	\$17.94	\$0.00	\$0.00	\$0.00
R	7 [0]	LEAD-TF-6-CU-COVER-P	Lead Trans/Reg/Cap 6 Copper Covered [32.84]	\$0.00	\$0.00	\$9.66	\$0.00	\$0.00	\$0.00
R	2 [0]	LFX-AREA-LED-50-GRAY-III-MULTIV-PVT-P	Remove Only Light Fixture Area LED 50W Gray (RAL7038) Type III Multivoltage up to 277V Private [0.00]	\$0.00	\$0.00	\$54.18	\$0.00	\$0.00	\$0.00
R	2 [0]	LFX-OBTM-HPS-100-GRAY-V-120V-PVT-P	Light Fixture Open Bottom High Pressure Sodium 100W Gray (RAL7038) Type V 120V Private [32.84]	\$0.00	\$0.00	\$54.18	\$0.00	\$0.00	\$0.00
R	2 [0]	LFX-PHOTO-1000-120V-PVT-P	Light Fixture Photocell 1000W 120V Private [32.84]	\$0.00	\$0.00	\$2.70	\$0.00	\$0.00	\$0.00
R	2 [0]	LFX-PHOTO-1000-GRN-MULTIV-PVT-P	Light Fixture Photocell 1000W green multivoltage up to 277V Private [32.84]	\$0.00	\$0.00	\$2.70	\$0.00	\$0.00	\$0.00
R	2 [0]	LPOLE-WD-30-C6-P	Lighting Pole Wood 30ft Class 6 [32.84]	\$0.00	\$0.00	\$284.44	\$0.00	\$0.00	\$0.00
R	2 [0]	OLAB-ARMROD-P	OH Labor Armor Rod (each) [0.00]	\$0.00	\$0.00	\$27.63	\$0.00	\$0.00	\$0.00
R	3 [0]	OLAB-METER-SET-P	OH Labor Meter set (per meter) [0.00]	\$0.00	\$0.00	\$14.64	\$0.00	\$0.00	\$0.00
R	1 [0]	OLAB-POLE-REIN-P	OH Labor Pole reinforce (per pole) [0.00]	\$0.00	\$0.00	\$170.67	\$0.00	\$0.00	\$0.00
R	4 [0]	POLE-WD-30-C6-P	Pole wood 30ft class 6 [32.84]	\$0.00	\$0.00	\$568.88	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-WD-30-C7-P	Pole wood 30ft class 7 [32.84]	\$0.00	\$0.00	\$142.22	\$0.00	\$0.00	\$0.00
R	3 [0]	POLE-WD-35-C5-P	Pole wood 35ft class 5 [32.84]	\$0.00	\$0.00	\$426.66	\$0.00	\$0.00	\$0.00
R	2 [0]	POLE-WD-40-C5-P	Pole wood 40ft class 5 [32.84]	\$0.00	\$0.00	\$471.36	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-WD-45-C4-P	Pole wood 45ft class 4 [32.84]	\$0.00	\$0.00	\$235.68	\$0.00	\$0.00	\$0.00
R	3 [0]	POLE-WD-50-C3-P	Pole wood 50ft class 3 [32.84]	\$0.00	\$0.00	\$707.04	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-WD-50-C4-P	Pole wood 50ft class 4 [32.84]	\$0.00	\$0.00	\$235.68	\$0.00	\$0.00	\$0.00
R	9 [0]	RISER-2IN-COND-3PC-P	Riser 2in Conduit 3-10ft sections [32.84]	\$0.00	\$0.00	\$340.92	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-2IN-COND-SVC-P	Riser 2in Conduit entrance to meter base or trough [32.84]	\$0.00	\$0.00	\$18.59	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-2IN-UGUARD-3PC-P	Riser 2in U Guard 3-10ft section [32.84]	\$0.00	\$0.00	\$37.88	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-4IN-UGUARD-3PC-P	Riser 4in U Guard 3-10ft section [32.84]	\$0.00	\$0.00	\$37.88	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-5IN-PROTECT-P	Riser 3in to 5in Protector [32.84]	\$0.00	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00
R	1 [0]	STRUCT-PB-RECT-CTE-LG-VEH-P	Structure Pullbox Concrete 56in x 96in x 44in Vehicle Rated [32.84]	\$0.00	\$0.00	\$308.54	\$0.00	\$0.00	\$0.00
R	1 [0]	SW-GANG-600-25KV-3P-LB-STICK-VRT-P	Switch OH Gang-Operated 600A 25kV 3 Phase Load Break Stick for vertical [32.84]	\$0.00	\$0.00	\$820.01	\$0.00	\$0.00	\$0.00
R	3 [0]	TERM-1/O-AL-25KV-P	Termination Kit 1/O AL 25kV [32.84]	\$0.00	\$0.00	\$117.77	\$0.00	\$0.00	\$0.00
R	1 [0]	TF-OH-10-23KV-120/240V-1P-P	Transformer OH 10kVA 22.86GY/13.2 kV 120/240V Single Phase Mild Steel [32.84]	\$0.00	\$0.00	\$219.43	\$0.00	\$0.00	\$0.00
R	6 [0]	TF-OH-25-23KV-120/240V-1P-P	Transformer OH 25kVA 22.86GY/13.2 kV 120/240V Single Phase Mild Steel [32.84]	\$0.00	\$0.00	\$1,316.58	\$0.00	\$0.00	\$0.00
R	2 [0]	TIE-ARMROD-477-AL-P	Tie armor rod 477 AL [32.84]	\$0.00	\$0.00	\$1.38	\$0.00	\$0.00	\$0.00
R	7 [0]	TIE-HAND-4-AL-P	Tie Hand 4 AL [32.84]	\$0.00	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00
R	8 [0]	TIE-HAND-6-CU-P	Tie Hand 6 CU [32.84]	\$0.00	\$0.00	\$11.04	\$0.00	\$0.00	\$0.00
R	12 [0]	TIE-SIDE-477-AL-FNECK-P	Tie Side 477 AL F Neck [32.84]	\$0.00	\$0.00	\$8.28	\$0.00	\$0.00	\$0.00

CU Estimate

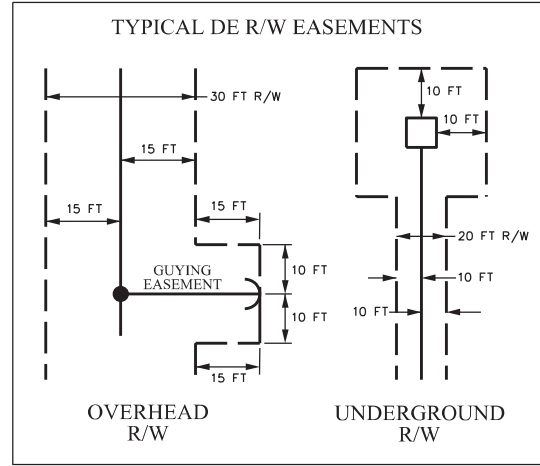
Project Estimation Bv Compatible Unit

R	16 [0]	TIE-TOP-477-AL-FNECK-P	Tie Top 477 AL F Neck [\$32.84]	\$0.00	\$0.00	\$9.66	\$0.00	\$0.00	\$0.00
R	1 [0]	ULAB-CONN-SEC-EQUIP-LGT-P	UG Labor Connections for secondary at UG equipment (per multiplex) [\$0.00]	\$0.00	\$0.00	\$11.95	\$0.00	\$0.00	\$0.00
R	1 [0]	ULAB-CONN-SEC-EQUIP-P	UG Labor Connections for secondary at UG equipment (per multiplex) [\$0.00]	\$0.00	\$0.00	\$11.71	\$0.00	\$0.00	\$0.00
R	9 [0]	ULAB-CONN-SEC-RISER-P	UG Labor Connections for secondary at pole riser (per multiplex) [\$0.00]	\$0.00	\$0.00	\$104.70	\$0.00	\$0.00	\$0.00
R	74 [0]	WIRE-LGT-4-AL-DX-P	Wire Lighting 4 AL Duplex [\$32.84]	\$0.00	\$0.00	\$40.64	\$0.00	\$0.00	\$0.00
R	112 [0]	WIRE-PRI-2-ACSR-P	Wire Primary/Neutral #2 ACSR [\$32.84]	\$0.00	\$0.00	\$79.64	\$0.00	\$0.00	\$0.00
R	1579 [0]	WIRE-PRI-4-CUHD-P	Wire Primary/Neutral #4 Hard Drawn CU [\$32.84]	\$0.00	\$0.00	\$1,115.04	\$0.00	\$0.00	\$0.00
R	3870 [0]	WIRE-PRI-477-AAC-P	Wire Primary/Neutral 477kcmil AAC [\$32.84]	\$0.00	\$0.00	\$3,681.51	\$0.00	\$0.00	\$0.00
R	548 [0]	WIRE-SEC-2-AL-TX-P	Wire Secondary 2 AL Triplex [\$32.84]	\$0.00	\$0.00	\$299.08	\$0.00	\$0.00	\$0.00
R	206 [0]	WIRE-SEC-4-AL-TX-P	Wire Secondary 4 AL Triplex [\$32.84]	\$0.00	\$0.00	\$112.15	\$0.00	\$0.00	\$0.00
R	381 [0]	WIRE-SVC-2-AL-TX-P	Wire Service 2 AL Triplex [\$32.84]	\$0.00	\$0.00	\$380.34	\$0.00	\$0.00	\$0.00
T	1	LBKT-SIDE-STL-30IN-GALV-WD-PVT-P	Light Bracket side mount Steel 30 inch long Galvanized Finish for wood pole Private	\$0.00	\$0.00	\$0.00	\$80.49	\$0.00	\$0.00
T	3	OLAB-TRF-MX-SM-DE-P	DEP Adder Conductor - OH Labor Transferring multiplex up to 2/0 dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$223.49	\$0.00	\$0.00
T	23	OLAB-TRF-WIRE-MD-DE-P	DEP Adder Conductor - OH Labor Transferring overhead wire > 2/0 - 556 dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$2,119.53	\$0.00	\$0.00
T	7	OLAB-TRF-WIRE-MD-NDE-P	DEP Adder Conductor - OH Labor Transferring overhead wire > 2/0 - 556 non dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$536.38	\$0.00	\$0.00
T	2	OLAB-TRF-WIRE-SM-DE-P	DEP Adder Conductor - OH Labor Transferring overhead wire up to 2/0 dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$151.97	\$0.00	\$0.00
Totals:				\$39,486.92	\$53,549.67	\$20,779.13	\$3,111.86	\$110,501.78	\$0.00
Overhead Costs:								\$57,902.93	
Total Materials:					\$6,712.78	\$28,060.03	\$10,888.26	\$1,630.61	
Total Labor:					\$46,199.70				
Total Install Cost:						\$81,609.70	\$31,667.39	\$4,742.47	
				\$296,214.11					
Total Removal Cost:					\$31,667.39				
Total Transfer Cost:					\$4,742.47				
Total Salvage Value:									\$0.00
							Total Install Man Hours:	684.50	
							Total Remove Man Hours:	258.03	
							Total Transfer Man Hours:	38.31	
TOTAL GROSS UP:					\$44,264.00				
Total Project Cost:					\$376,887.98				

Show Report Criteria

LEGEND

- INSTALL (RED)
- REMOVE (GREEN)
- EXISTING TO REMAIN (BLUE)
- ABANDON (ORANGE)
- TEMPORARY (YELLOW)
- PERMANENT UTILITIES EASEMENT
- AERIAL UTILITIES EASEMENT



SAFETYFirst
PERSONAL ACCOUNTABILITY
ACTIVE CAREER
HAZARD RECOGNITION

USP: CIRCUIT ID: HOLLY SPRINGS 24KV
USP: SUBSTATION: HOLLY SPRINGS 230KV
USP: 5020 Sunset Lake Rd., Apex, NC 27539

SAFETYFirst
PERSONAL ACCOUNTABILITY
ACTIVE CAREER
HAZARD RECOGNITION

USP: CIRCUIT ID: RHAMKATTE 24KV
USP: SUBSTATION: HOLLY SPRINGS 230KV
USP: 5020 Sunset Lake Rd., Apex, NC 27539

Safety Reminders / Adverse Conditions

? FLAGGERS NEEDED

? WZS: Remember "Your Circle of Safety"

? WZS: HEAVY TRAFFIC IN THIS AREA

? WZS: WZS: WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

LAND AGENT & VEGETATION MANAGEMENT
OPS CENTER: EUQUAY
RESP. CENTER - ENG: CH&D. TREE CLEARING: ROW:
ACTIVITY - ENG: E TREE CLEARING: I ROW: E

ALL TFOs ON THIS SHEET
ARE IN A HFZ

DUKE ENERGY
PROGRESS

Funding #: PFP329685
Work Order #: 37403956
Address:
Town of Holly Springs
Holly Springs Rd. Widening Phase 2
1140 Holly Springs Rd.
Holly Springs, NC 27540
Wake County

PIKE ENGINEERING

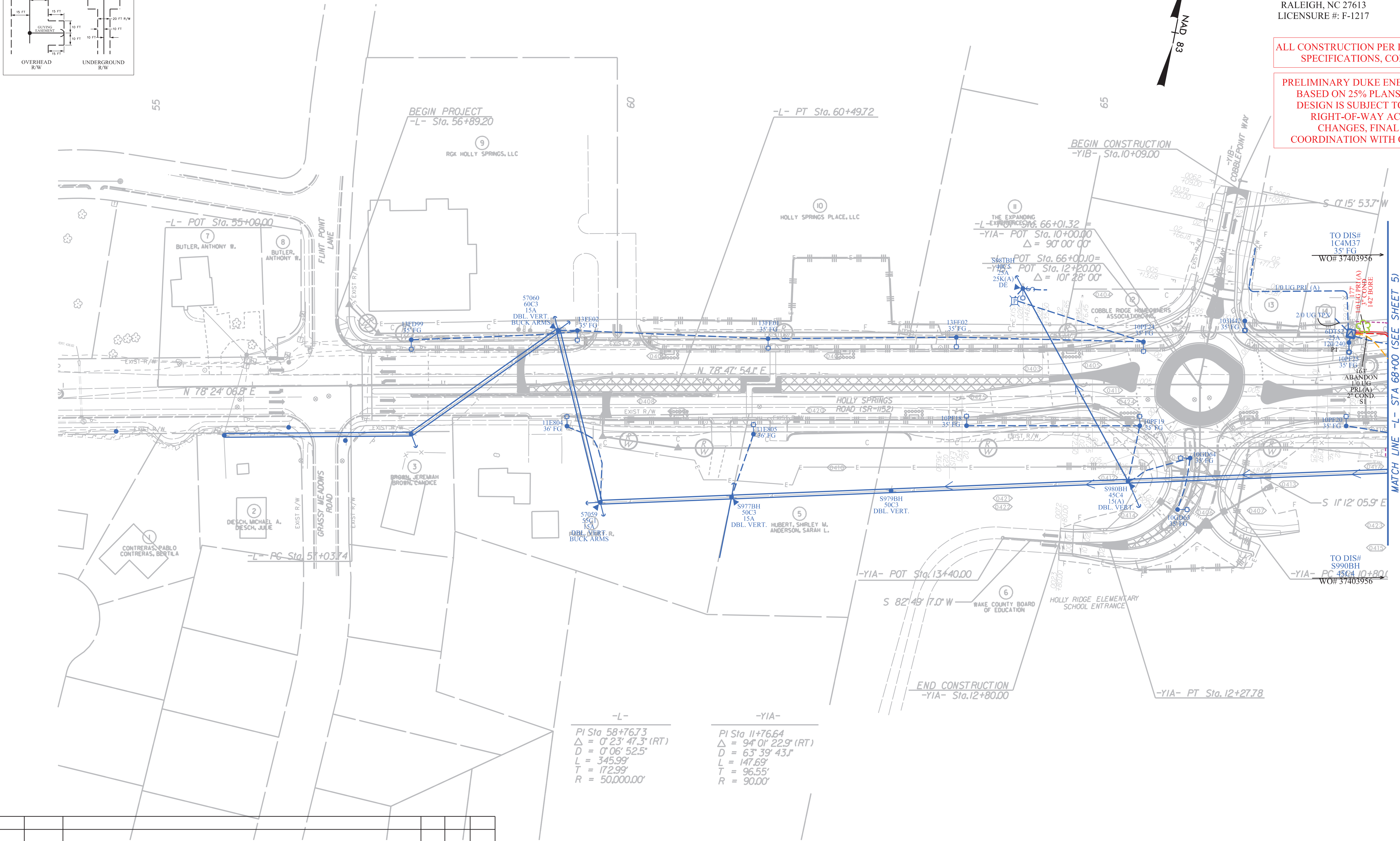
Designed By: Miles Parker
Design Completed: 10-15-20
Scale: 1" = 50'
Office Phone: 919-573-6747
Cell Phone: 919-306-4911
Sheet #: 4

PIKE ENGINEERING
7001 PINECREST ROAD
RALEIGH, NC 27613
LICENSURE #: F-1217

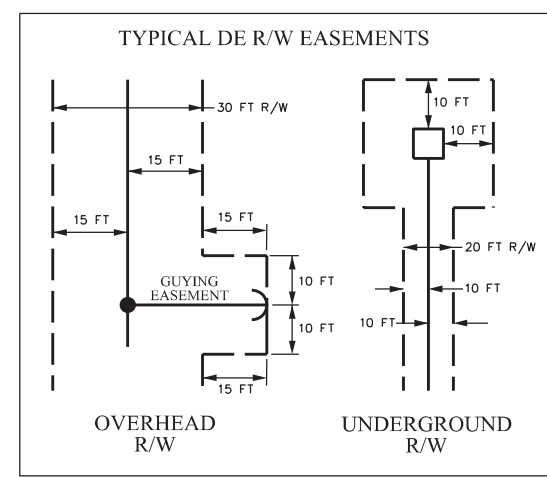
PRELIMINARY
DRAWING
NOT FOR
CONSTRUCTION

ALL CONSTRUCTION PER DUKE ENERGY PROGRESS
SPECIFICATIONS, CODES AND MANUALS.

PRELIMINARY DUKE ENERGY PROGRESS DESIGN
BASED ON 25% PLANS. THIS PRELIMINARY
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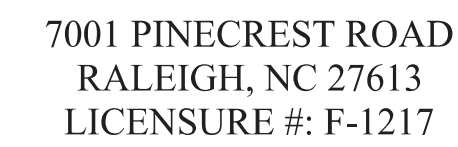
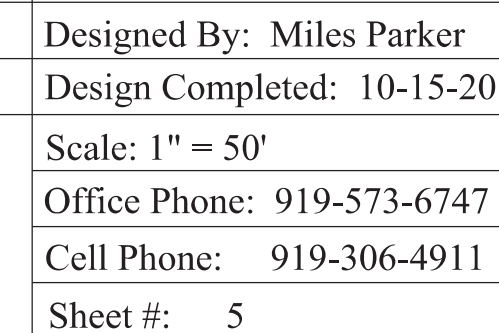
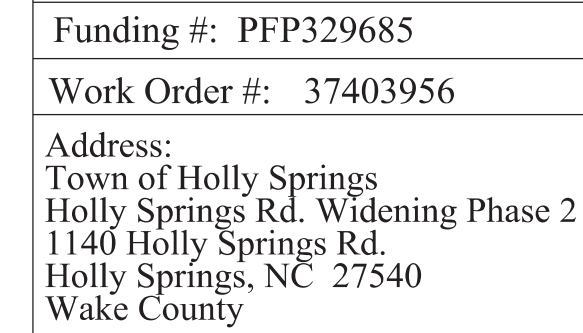


NO.	DATE	REVISION	BY	CK	APP
4	01-04-21	Received updated DSN, SS, DRN-1, DRN-2 & DRN-3 on 01-04-21.	JAE		
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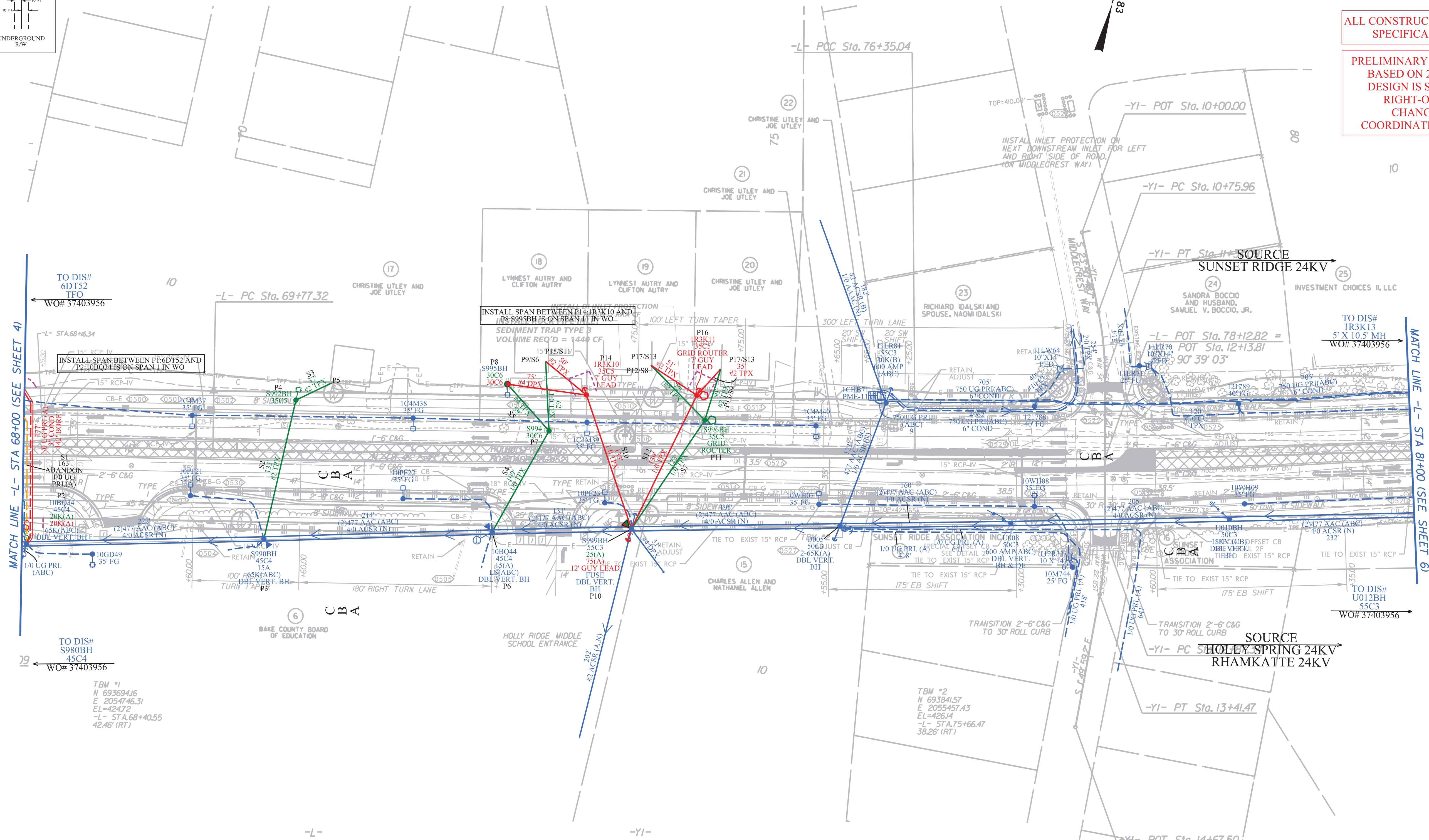
 PERSONAL ACCOUNTABILITY ACTIVE CARING HAZARD RECOGNITION	USP: CIRCUIT ID: HOLLY SPRINGS 24KV USP: SUBSTATION: HOLLY SPRINGS 230KV USP: 5020 Sunset Lake Rd., Apex, NC 27539	 PERSONAL ACCOUNTABILITY ACTIVE CARING HAZARD RECOGNITION	Safety Reminders / Adverse Conditions		 WZS: Remember "Your Circle of Safety" WZS: HEAVY TRAFFIC IN THIS AREA WZS: WZS:			
			7: FLAGGERS NEEDED 7: 7: 7:					
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 PERSONAL ACCOUNTABILITY ACTIVE CARING HAZARD RECOGNITION		USP: CIRCUIT ID: SUNSET RIDGE 24KV USP: SUBSTATION: HOLLY SPRINGS 230KV USP: 5020 Sunset Lake Rd., Apex, NC 27539	 PERSONAL ACCOUNTABILITY ACTIVE CARING HAZARD RECOGNITION		Safety Reminders / Adverse Conditions		 WZS: Remember "Your Circle of Safety" WZS: HEAVY TRAFFIC IN THIS AREA WZS: WZS:	
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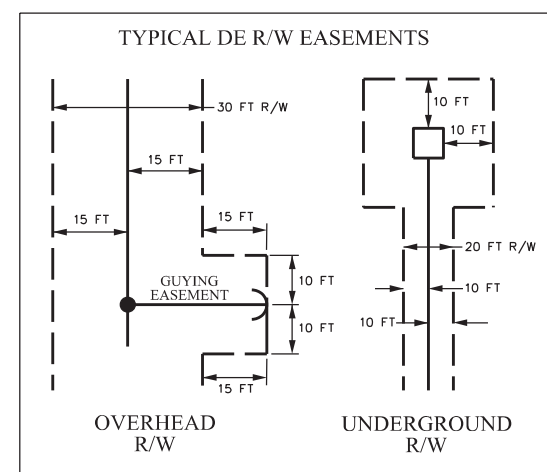


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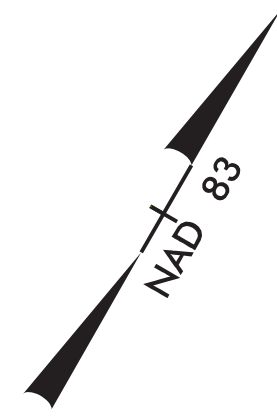


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SAFETYFirst PERSONAL ACCOUNTABILITY ACTIVE GAMING HAZARD RECOGNITION	USP: CIRCUIT ID: HOLLY SPRINGS 24KV USP: SUBSTATION: HOLLY SPRINGS 230KV 5020 Sunset Lake Rd., Apex, NC 27539	CIRCLE OF SAFETY	Safety Reminders / Adverse Conditions		 WZS: Remember "Your Circle of Safety" WZS: HEAVY TRAFFIC IN THIS AREA WZS: WZS:
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	USP:		7:	7:	
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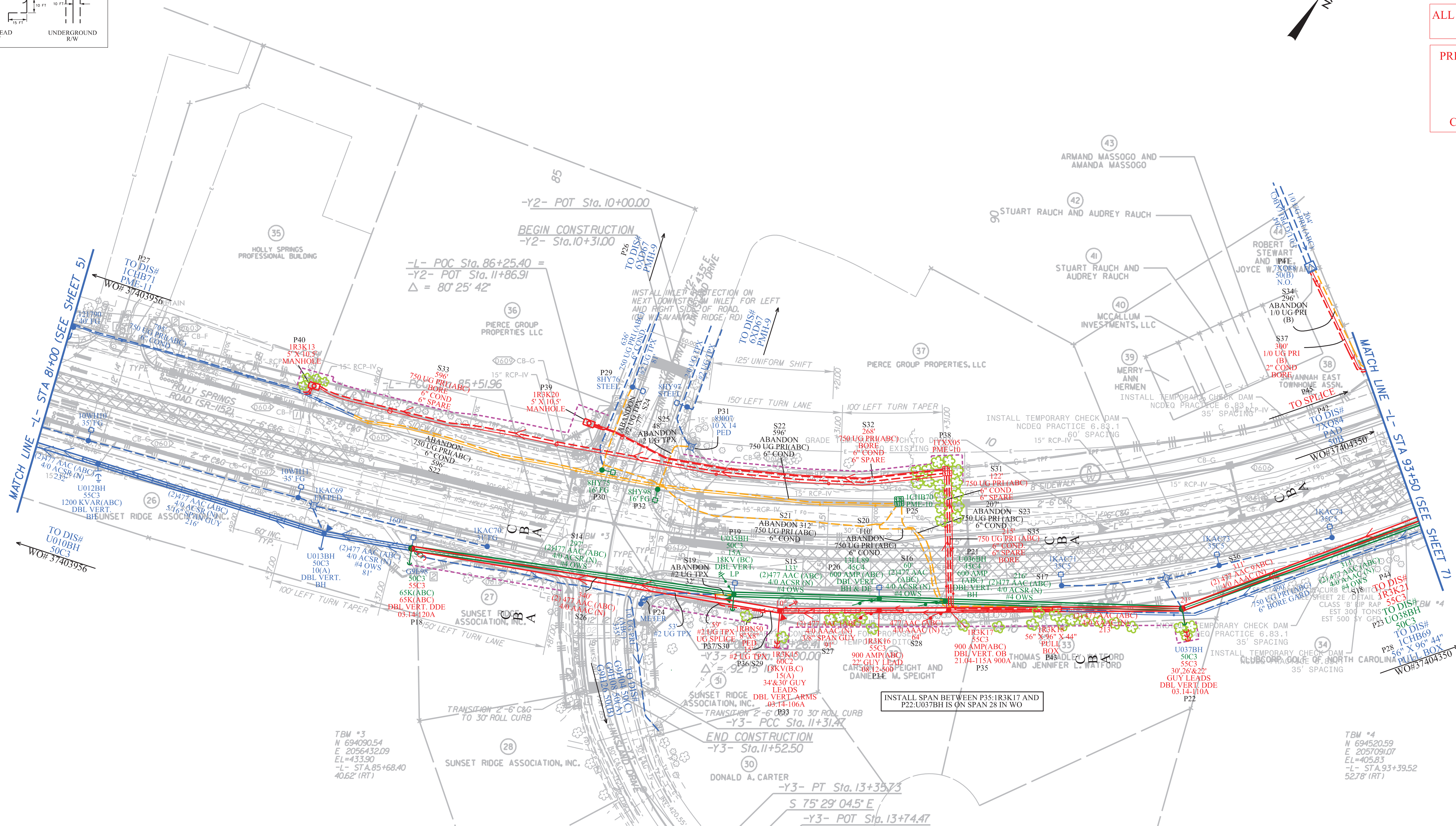


PIKE
ENGINEERING

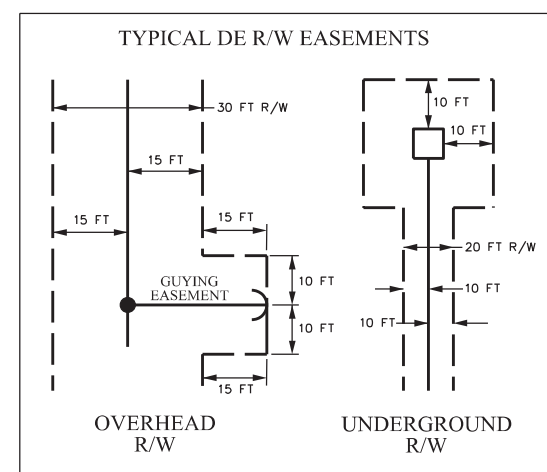
7001 PINECREST ROAD
RALEIGH, NC 27613
LICENSURE #: F-1217

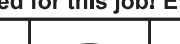
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	USP: SUBSTATION: HOLLY SPRINGS 230KV		?: FLAGGERS NEEDED		
	USP: 5020 Sunset Lake Rd., Apex, NC 27539		?:		
	USP:		?:		
	USP:		?:		
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	USP: SUBSTATION: HOLLY SPRINGS 230KV		?: FLAGGERS NEEDED		
	USP: 5020 Sunset Lake Rd., Apex, NC 27539		?:		
	USP:		?:		
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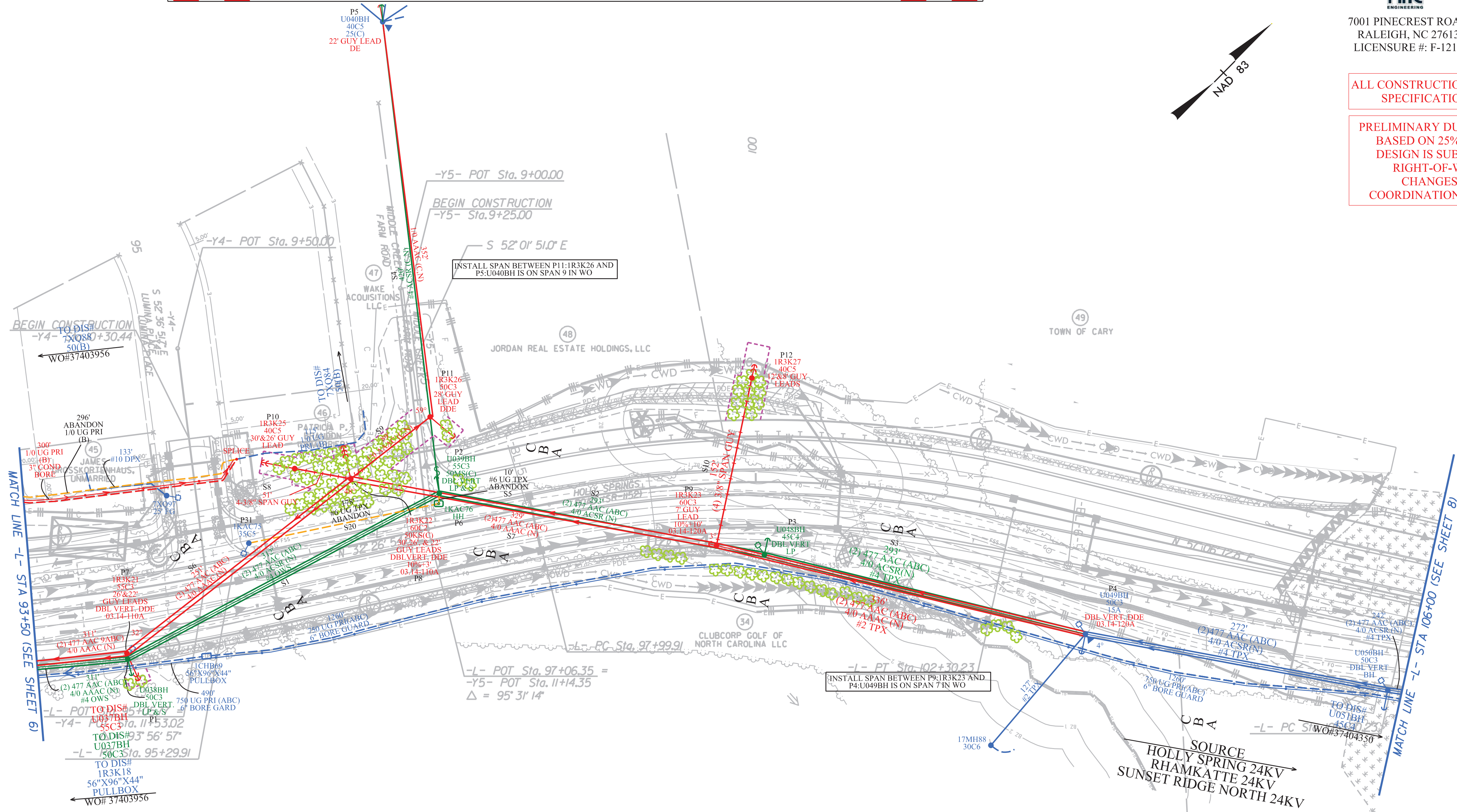
ALL TFOs ON THIS SHEET
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 DUKE ENERGY. PROGRESS	
Funding #: PFP329685	Designed By: Miles Parker
Work Order #: 37404350	Design Completed: 10-15-20
Address: Town of Holly Springs Holly Springs Rd. Widening Phase 2 1140 Holly Springs Rd. Holly Springs, NC 27540 Wake County	Scale: 1" = 50' Office Phone: 919-573-6747 Cell Phone: 919-306-4911 Sheet #: 7

PRELIMINARY
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CONSTRUCTION

ALL CONSTRUCTION PER DUKE ENERGY PROGRESS SPECIFICATIONS, CODES AND MANUALS.

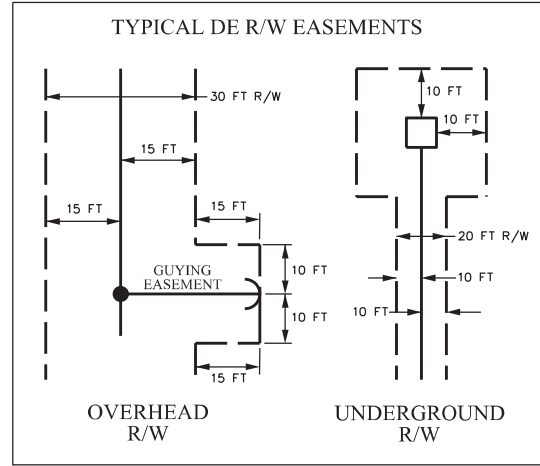
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NO.	DATE	REVISION	BY	CK	APP

LEGEND

- INSTALL (RED)
- REMOVE (GREEN)
- EXISTING TO REMAIN (BLUE)
- ABANDON (ORANGE)
- TEMPORARY (YELLOW)
- PERMANENT UTILITIES EASEMENT
- AERIAL UTILITIES EASEMENT



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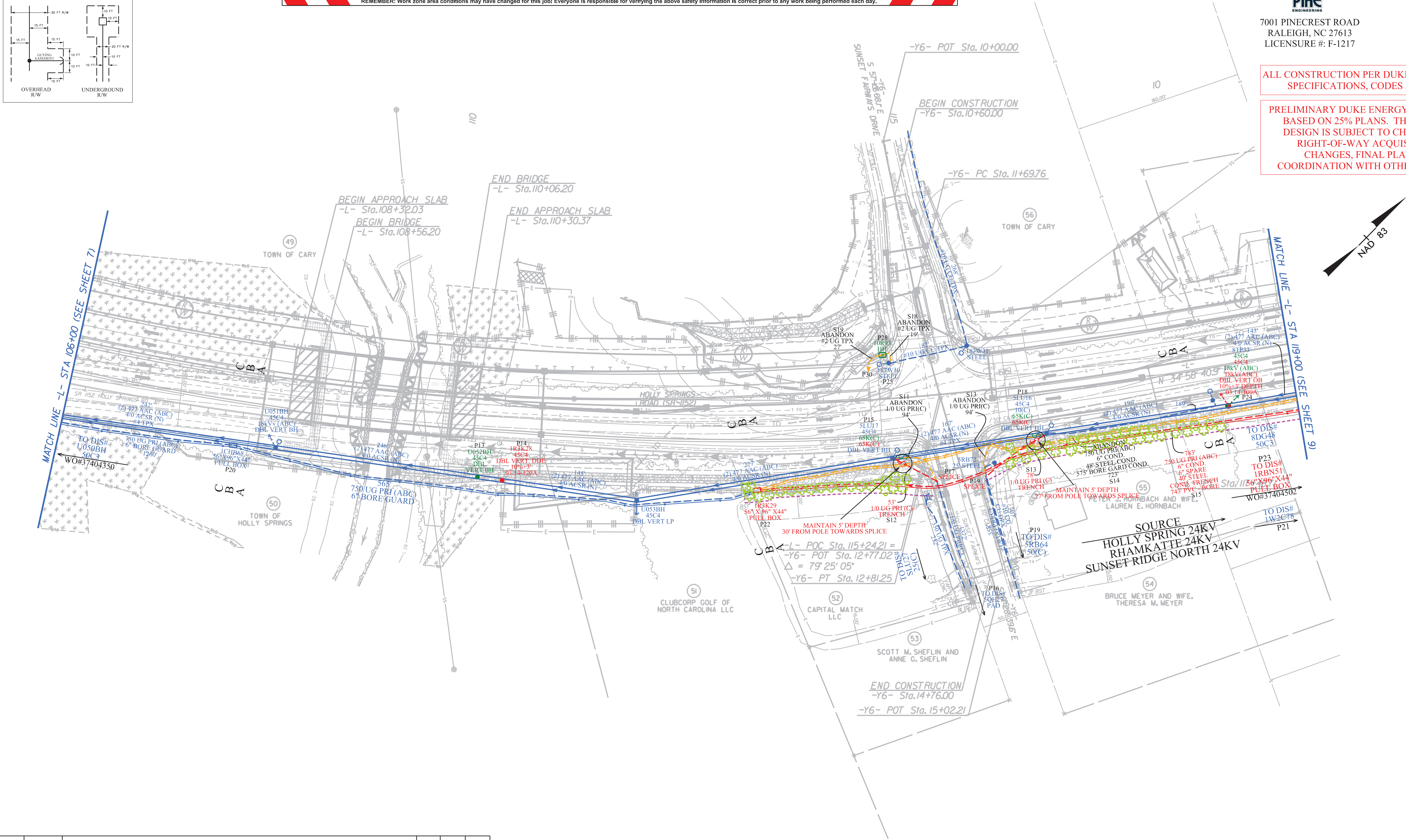
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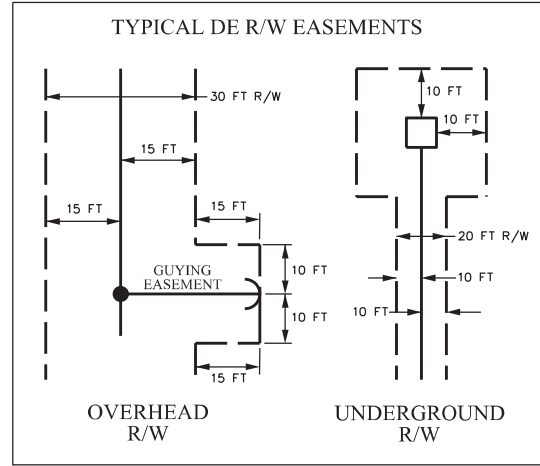
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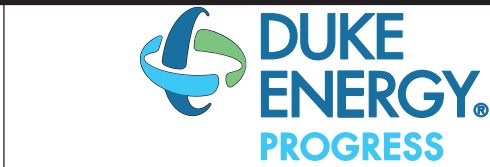
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Funding #: PFP329685
Work Order #: 37404502
Address:
Town of Holly Springs
Holly Springs Rd. Widening Phase 2
1140 Holly Springs Rd.
Holly Springs, NC 27540
Wake County



Designed By: Miles Parker
Design Completed: 10-15-20
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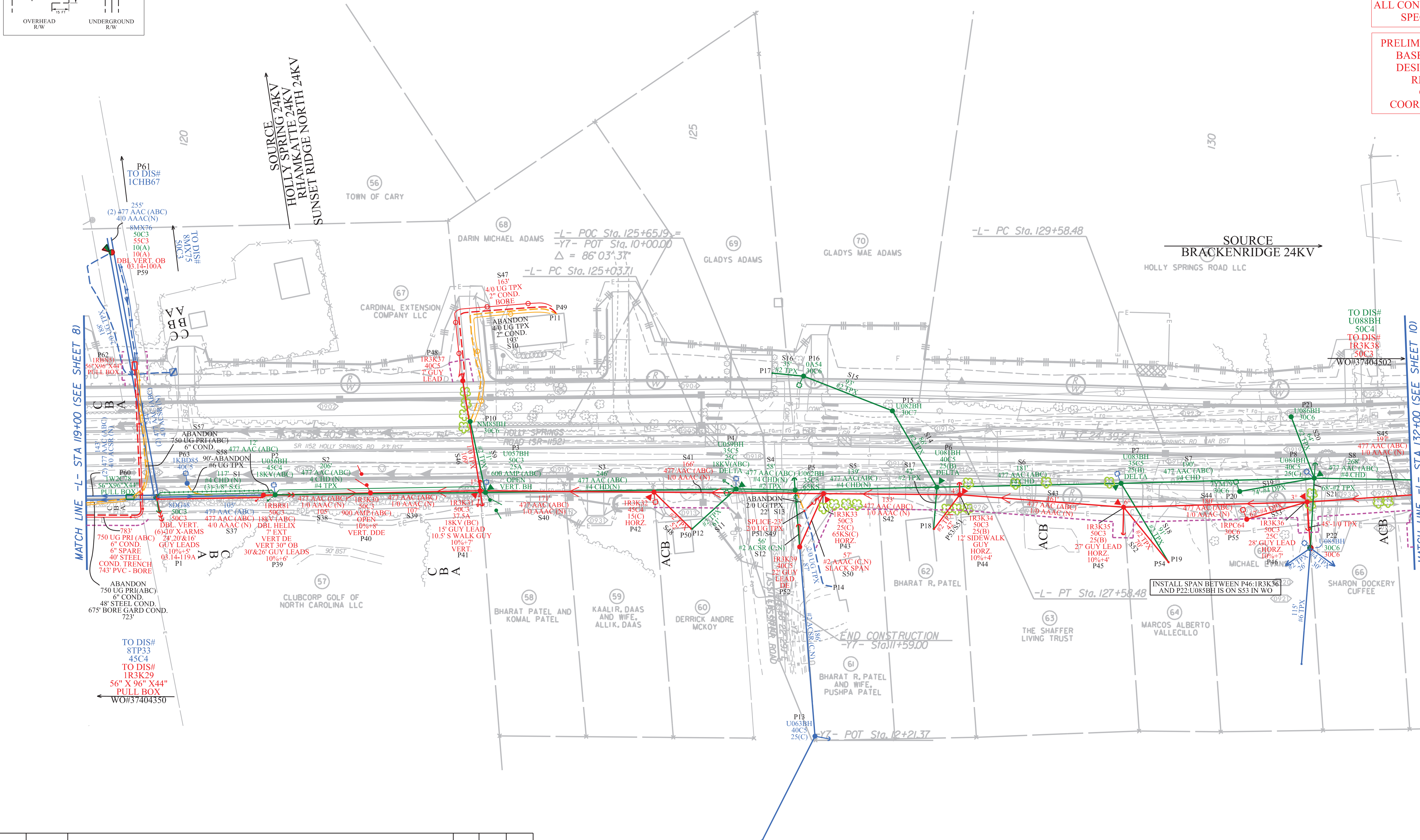
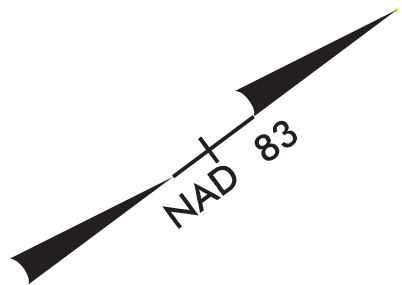


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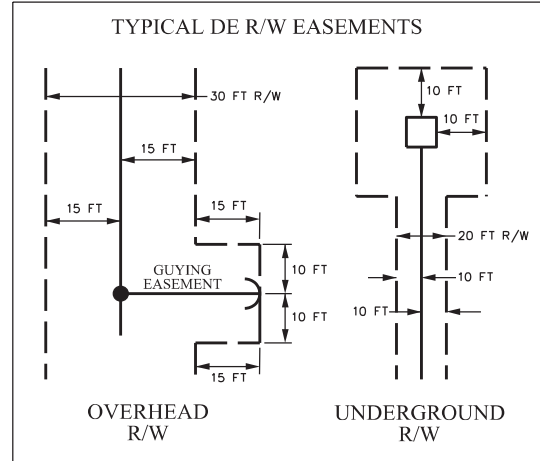
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PERSONAL ACCOUNTABILITY

ACTIVE CAREER

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USP:

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DUKE ENERGY

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Page 234 of 263



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

New Business

Title: Northeast Gateway Master Plan Consultant Contract

Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth

Staff Resource: Sean Ryan, Development Services

Action(s):

Authorize the Town Manager to negotiate and execute the contract for the Northeast Gateway Master Plan with Houseal Lavigne Associates and approve the project budget for a total not to exceed \$106,500.

Explanation:

- Staff recommends the contract for the Northeast Gateway Master Plan be awarded to Houseal Lavigne Associates.
- Houseal Lavigne Associates has the demonstrated skills and experience to successfully complete the various aspects of this project, including public engagement, land use scenario planning, and development of the resulting project plan document formatted for paper and electronic use.
- The total cost for the project is \$106,500. The consulting contract is for \$99,975.00, which includes 2 optional tasks to perform a fiscal impact analysis and utility needs analysis of the proposed plan. The remaining \$6,500 is for public meeting notifications and expenses.
- Public engagement will be a critical element of this project and the consultant team will utilize a full array of techniques to reach across demographic and interest groups in the town.
- The project is expected to begin in early September and be finished in approximately 12 months.

Background:

- The Northeast Gateway area is the northeastern entrance or "gateway" to Holly Springs and has been designated as a Regional Center, surrounded by Mixed-Use Centers and Mixed Residential Neighborhoods, in Village Holly Springs Section 1: Land Use & Character Plan. The project area contains approximately two square miles centered at the future interchange of NC I-540 and Holly Springs Road and generally extends south to Optimist Farm Road, east to Pierce Olive Road, north to Stephenson Road and Ness Drive, and west to Sunset Lake Road.
- The Land Use and Character plan describes the project area as a hub for entertainment and employment that includes a mix of business, entertainment, civic and cultural activities with a mix of housing types within and surrounding the center.
- The Northeast Gateway Master Plan will assist the Town to determine the appropriate mix of commercial, office, and residential uses for development, make recommendations for multimodal transportation, provide standards and guidelines for streetscape design, open space, and architectural features, and help identify

Town Council Business Meeting
August 17, 2021

priorities, timelines and strategies to assist the Town in making decisions about the timing and location of development in the project area.

- The Northeast Gateway Master Plan (NC 540 Plan) was approved in the Fiscal Year 2020-21 budget for \$81,500.00 and placed in the PAYGO fund. The cost difference to fund the Northeast Gateway Master Plan is proposed from reallocated, existing PAYGO funds (comprised of \$19,305 from prior year expired and unused Downtown Development Incentive funds and \$5,695 from the Facility Maintenance & Repair account. This reallocation would not increase the Town budget.
- The Request for Proposals (RFP) was issued in May 2021, proposals were received from four consultant teams, and the top three firms were invited to interview. Interviews were conducted with the two top ranked teams after one of the firms was removed from consideration following a mutual determination that the proposed approach could not be met within the town's budget.
- The firms were evaluated on a number of criteria, including the consulting team's relevant experience, proposed project strategy, and writing and graphic skills demonstrated in work samples.
- Following interviews, the selection committee is recommending Houseal Lavigne Associates.

Funding Source(s):

- Approved funding in the PAYGO Capital Project Fund

Attachment(s):

1. CONTRACT Holly Springs Northeast Gateway 080521



THIS AGREEMENT dated ____ of August, 2021, between the Town of Holly Springs, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and Houseal Lavigne Associates (herein after called the "Contractor")

Town hereby desires to enter into a contract for services with the Contractor and the Contractor agrees to enter into this contract and perform the Services as set forth below, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF CONTRACTOR

The services of the Contractor shall be performed in the manner as described in Exhibit A (the "Proposal") as attached hereto and incorporated by reference. Contractor agrees to employ such personnel as may be needed to deliver services in the manner and time prescribed herein. Such personnel shall be employees of the Contractor, said Contractor being an independent contractor of the Town. The parties acknowledge the ongoing COVID-19 pandemic and agree that the Contract Price does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, the Contractor and the Town will prepare a change order by mutual consent that reflects the actual cost increase incurred by the Contractor as a result of any government-issued declaration of emergency.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Contractor and shall not impede the work of the Contractor except as necessary. Any additional Town responsibilities shall be listed in Exhibit A.

PAYMENT

The Town shall pay the Contractor the contract sum of in the following manner:

1. A Lump Sum amount payable monthly based on the percentage of work completed by task as described in Attachment A in accordance with the fee schedule in Attachment B.
2. Additional services, if requested in writing by the Town will be paid on the basis of Time and/or Materials as described in Exhibit C.

TIME FOR RENDERING SERVICES

The times for rendering the services are set forth in Attachment D or as otherwise set forth below:

Substantial completion date is expected in September 2022

GENERAL CONSIDERATIONS

1. Standards of Performance

- 1.1. The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.
- 1.3. Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Contractor's scope of services, times of performance, or compensation.
- 1.4. Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

2. Termination

- 2.1. The mutual obligations of the Parties contained in this Agreement may be terminated:
 - 2.1.1. For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.
 - 2.1.2 Upon Mutual Agreement.

3. Controlling Law

- 3.1. This Agreement is to be governed by the law of the State in which the project is located.
- 3.2. Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

4. Notices

4.1. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service, as well as by email. All notices shall be effective upon the date of the receipt.

4.1.1. For the Town:

Randy Harrington, Town Manager
PO Box 8
Holly Springs, NC 27540
(919) 552-6221
Randy.harrington@hollyspringsnc.us

For the Contractor:

John Houseal, FAICP
Houseal Lavigne Associates
188 West Randolph Street, Suite 200
Chicago, Illinois 60601
(312) 372-1008 ext 101
JHouseal@hlplanning.com

5. Severability

5.1. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6. Waiver

6.1. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

7. Attorney's Fees

7.1. In the event of a breach of this agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this agreement.

8. INSURANCE & INDENMIFICATION REQUIREMENT

8.1 Contractor shall provide general liability insurance for a minimum of \$3,000,000 per occurrence, \$5,000,000 aggregate for the complete term of the contract. Additionally, the Contractor shall supply workman's compensation insurance coverage to all employees within the statutory limits. Contractor shall supply proof of coverage to the Town within 10 days of execution of this contract and shall list "Town of Holly Springs" as additional insured to all general liability policies for the duration of the contract term. A certificate of insurance shall be attached hereto as Exhibit B.

8.2 The Contractor agrees to indemnify and hold the Town and its officers, and employees harmless (but not defend) from and against any and all losses, damages, settlements, costs, professional fees, or other expenses or liabilities arising out of or relating to any and all obligations, actions, proceedings, to the extent caused by the negligent performance hereof.

9. E-Verify.

9.1 Contractor hereby agrees to comply with N.C.G.S. § 64-25, et. seq. regardless of Contractor's status as an independent contractor and not an employee with the Town. The E-Verify Affidavit shall be attached hereto as Exhibit C.

10. Prohibition against sex offenders. Vendor is being granted access to the Town's park system and/or town facilities (collectively "Facility") during hours of operation. Vendor hereby agrees that it shall not employ or otherwise allow to perform any aspect of the Contract any person who is a registered sex offender for any scope of work requiring such employee or contractor of the vendor to access any area of the Facility. Vendor shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, contractor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Vendor shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times. Vendor additionally agrees to indemnify and hold the Town harmless for any act or omission that may arise out of the operation of the Contract, the ACP, or any parole agreement among the parties that arise from, directly or indirectly, the Vendor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

11. Limit of Liability. The total amount of all claims the Town may have against the Contractor under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$400,000 (for claims of breach of contract, negligent misrepresentation, or professional liability; and limited to any applicable insurance coverage for any negligence, general liability, or willful misconduct claims. As the Town's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Contractor and not against any of the Contractor's employees, officers or directors, absent willful gross negligence on behalf of the aforementioned. Neither the Town nor the Contractor shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

12. Dispute Resolution. In addition to and prior to litigation, the parties shall endeavor to settle disputes first by negotiation between the parties, and, if negotiation is unsuccessful, then by non-binding mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

13. Deliverables.

The deliverables are described in Attachment A, and shall be provided to the Town in MS Word or other fully editable format.

14. Non Appropriations:

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE TOWN FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE TOWN TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE TOWN TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE TOWN IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE TOWN IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.

15. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Proposal and Scope of Work, which includes the following attachments, each of which are incorporated by reference to this Contract:

Attachment A: Scope of Work

Attachment B: Project Fees and Expenses

Attachment C: Rate Table

Attachment D: Project Schedule

Attachment E: Client Responsibilities

Exhibit B – Contractor’s Certification of Insurance listing Town as additional insured

Exhibit C – E-Verify Affidavit

Scope of Work

Task 1: Project Initiation

To “kick-off” the planning process off on the right foot, meetings will be conducted with key Town Staff and elected and appointed officials prior to engaging the Holly Springs community and starting work on the *Northeast Gateway Master Plan*.

Formation of a Master Plan Advisory Committee (MPAC)

We recommend the formation of a Master Plan Advisory Committee (MPAC) to provide a public face to the planning process and demonstrate a commitment on behalf of the *Town* to seek meaningful input. The MPAC should serve as a community sounding board, meeting at key points along the process to discuss issues and overall planning direction and provide feedback for consideration by the various adopting bodies. Participation by members of the Town Council and Planning Board on the MPAC will also help develop champions for the plan within both adopting bodies and will help ensure that the plan update and visioning process moves smoothly. Meetings will be conducted with the MPAC at key intervals throughout the planning process.

1a: Staff Coordination Meeting

We will host a web meeting with Town Staff at the beginning of the process to 1) review the project scope of work and data needs; 2) discuss project goals, timeline, and key deliverables; 3) identify key issues and discuss recent property dynamics; 4) review administrative procedures; and 5) clarify any outstanding matters. Our intent is to function as a unified and integrated team alongside Town Staff. Conference calls and/or web meetings with Town Staff will be held bi-weekly, or as agreed to by the Town Project Manager and Project Team, throughout the project to ensure a consistent communication process.

1b: Project Kick-Off & Study Area Tour

The Project Team will meet with key Town Staff prior to any other meetings or outreach. This staff meeting will allow the Town's Project Manager and the Project Team to review and discuss issues pertaining to the scope of work, project schedule, review consultant and client responsibilities, and other issues pertaining to the contract. It will also give the Project Team an opportunity to discuss with Town staff how existing plans and studies will tie into the new planning process, and what needs to be revisited. This meeting should also include a tour of the study area, to allow Town Staff and the Project Team to experience the study area together and discuss conditions on site.

1c: Master Plan Advisory Committee Initiation Workshop (MPAC Mtg #1)

A project initiation meeting will be held with the MPAC to set the foundation for the planning process and review and discuss the overall direction for the Northeast Gateway study area. The purpose of this meeting will be to: (a) discuss the committee's role for the Master Plan update; (b) review overall project objectives and work program; (c) review a preliminary schedule for the project; and (d) solicit initial input regarding desired future development and key planning considerations.

1d: Joint Town Council & Planning Board Working Session

The Project Team will facilitate a roundtable discussion with Holly Springs elected and appointed officials to introduce the project team and solicit their concerns and aspirations for the study area. As the community's policy makers, it is important that the Town Council and Planning Board have a chance to communicate and discuss their issues and concerns with the Project Team, as well as each other, at the beginning of the process. Recognizing that these bodies meet on separate nights, the Project Team proposes holding a special work session and conducting these on the same night.

The primary purpose of this work session is to gather ideas from Town officials, ensuring that the Master Plan accurately captures the shared sentiments of the leaders of the community. This working session will provide a unique opportunity to jointly

discuss the foundation of the Master Plan process, the overall direction and policy issues facing the community, and begin the discussion of the future vision of the community.

Task 2: Community Engagement

We will prioritize and are fully behind the Town's commitment to inclusive and meaningful community engagement. Our proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing the *Northeast Gateway Master Plan*. Community outreach is included throughout the entire planning process, with this task providing the initial participation efforts and laying the foundation for the remaining tasks.

Outreach summaries will be prepared at the end of each event of our engagement effort. The summaries will be sent to Town Staff for review and posted to the project website. Outreach summaries will be compiled and incorporated into the Existing Conditions Memorandum (Task 3). Further detail on Houseal Lavigne's experience in public involvement and engagement is included in the next section of the proposal.

2a: Project Website

At the onset of the project, we will design and host an interactive project website that is linked to the Town's existing website. We are committed to using the internet to maximize the participation and communication between the Town and its residents. An interactive project website provides a home base for information regarding the Master Plan. This website will be used to promote and popularize the planning process and be used to post project schedules and meeting dates; display graphics, interactive maps, and draft documents; address frequently asked questions; host map.social; and provide an online community questionnaire.

2b: Online Community Questionnaire

To provide another means for community participation, we will prepare an online questionnaire for the residents and business owners to offer community-wide opinion on a range of topics and issues. The business component of the questionnaire will include opportunity to provide specific input on those issues and concerns most important to the Town's business community. The online community questionnaire will be easily accessible on the project website. At the close of the questionnaire response period, we will review and summarize results as a gauge of community issues, key themes, and principles.

2c: map.social (Online Map-Based Engagement Platform)

We will feature map.social, a web-based community issues mapping tool. Developed by Houseal Lavigne, this tool allows users to identify, map, and comment on geographic areas of concern and valued community amenities. map.social simplifies the mapping process and familiarizes users with all areas of the community in a manner that is exciting, interactive, and effective. Input from users allows us to create a composite map of community issues to assist with the establishment of community goals and policies. map.social will be posted on the project website and the Town will publicize the map.social link using email lists, social media, and postcards.

2d: Key Stakeholder Interviews and Small Focus Group Discussions

Key stakeholder interviews and focus group discussions allow us to gain insight into the community that we might otherwise not be able to obtain. Key stakeholder interviews are conducted with one to two participants. Small focus groups are made up of two to four participants gathered around a specific topic. Approximately six confidential meetings will be conducted to obtain additional information regarding local issues and potentials. The Project Team will work with Town Staff and elected officials to identify those to be interviewed. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the community. Interviewees could include selected property owners, new or lifelong residents, local business owners, school district officials, adjacent communities, and representatives from other government agencies, institutions, and/or civic groups. The interviews will be conducted in-person during scheduled visits related to other outreach events or via telephone/teleconference as needed.

2e: Pop-up Engagement and Short Form Survey (material development)

Immersive outreach methods utilize an approach centered on bringing “planning to the people.” Pop-up engagement events can be used to popularize the planning process, drive residents to the project website, map.social, and short questionnaires to gain insight on community issues and desires. The Project Team will prepare collateral such as flyers, posters, postcards, and idea boards that can be used by Town staff to facilitate pop-up engagement events and promote the Master Plan throughout the community in an impactful and engaging manner.

If desired, a short-form survey can also be developed for circulation at pop-up events to provide a simplified mechanism for capturing community input. Availability of community events will not drive the timing of the planning process. Instead, pop-up engagement will be appropriately tailored to accommodate planned phasing and timing of the planning process. Our Project Team has experience providing pop-up engagement in a variety of contexts from festivals, parks, and farmers markets.

2f: Community Engagement Key Themes and Takeaways Summary

This step will conclude in a memo that summarizes the key themes and takeaways from all community outreach events. The memo will provide focus and direction for subsequent update activities and serve as the cornerstone of the consensus building process. The memo will be incorporated into the Existing Conditions Memorandum delivered as part of Task 3.

Task 3: Existing Conditions

This step entails assessment and analysis of existing conditions and influences anticipated to have relevance and impact on the *Northeast Gateway Master Plan*, and a discussion of findings with the Town Council and Planning Board. This initial assessment of existing conditions is essential to ensure planning recommendations are realistic, appropriate, and market viable.

3a: Existing Conditions Memorandum

We will review relevant existing conditions having impact and influence on the study area, including land use, zoning and development regulations, transportation, community facilities and infrastructure. Key stakeholders and property owners may also be engaged and interviewed in this step.

The Existing Conditions review will be focused on identify the factors influencing future development within the study area as well as constraints that may limit development or must be addressed as development occurs. The Existing Conditions review will include an evaluation of the following components:

- Existing Land Use and Development;
- Transportation and Multi-Modal Functionality;
- Supporting Infrastructure (water and wastewater capacity needs); and
- Open Space and Environmental Features.

A concise memorandum will be prepared that addresses the conditions and considerations having bearing and influence on the development of *Northeast Gateway Master Plan*. The draft memorandum will be reviewed and discussed with Town staff, and appropriate revisions made, prior to providing it to Town Council and Planning Board.

3b: Identification of Key Opportunity Sites

Findings from the existing conditions assessment will be used to identify key opportunity sites for potential redevelopment. The preliminary list of sites will be evaluated Town Staff along with the MPAC and refined to identify the sites for which detailed conceptual models will be developed as part of Task 5.

3c: Town Staff Review and Discussion

Town staff and the Project Team will review the Existing Conditions Memorandum ahead of its distribution to the MPAC. The review process may include one round of revisions we will also work to ensure that substantive comments provided by Town Staff are integrated into the ensuing Plan development. This meeting will be a conference call/screenshare with Town staff.

3d: Master Plan Advisory Committee (MPAC Mtg #2)

The Project Team will meet with and present the Existing Conditions Memorandum to the MPAC to gather feedback and input. The Project Team will work with staff to ensure that this meeting is conducted during the same trip as the community visioning as Task 4.

Task 4: Preliminary Land Use & Development Plan

This step includes the preparation of the Preliminary Land Use & Development Plan, including initial key recommendations for land, development, transportation, and facilities. The Preliminary Land Use & Development Plan will respond to the conditions and influences assessed and discussed in previous steps and address the issues priorities discussed initially by Town officials. The Preliminary Land Use & Development Plan will identify the overall land use and development character of the study area, including the type, location, scale, and intensity of potential development.

4a: Northeast Gateway Visioning Workshop

The Visioning Workshop will focus on future development potential within the study area and will allow stakeholders to tell us what they think, before plans and recommendations are crafted. The Project Team, Town Staff, and the MPAC will gather with area residents, property owners, business representatives, and other stakeholders to define the desired future for the Northeast Gateway area.

The workshop will begin with a large group exercise where participants will work together to discuss development constraints and influences. Participants will then “breakout” into small groups for a mapping exercise where they will put pen to paper and work to develop their “vision” for the study area. The workshop will conclude with general agreement regarding the constraints and influences, key planning themes and principles, long-term role and character of each Northeast Gateway quadrant.

If social distancing requirements limit the size of groups, we will work with Town staff to agree on a format that adheres to state and local requirements. We recognize that even if legal requirements do not limit event size or format, it may be in the best interest of the project to promote an engagement format that responds to a reluctance among stakeholders to participate in large group events, particularly for vulnerable populations. If in-person workshops are not feasible due to social distancing requirements, we will work with Town staff to shift to a virtual solution.

4b: Preliminary Land Use & Development Plan

Based on the outcome of the previous steps, the Preliminary Land Use & Development Plan will include recommendations and policies for all four quadrants of the study area. The Preliminary Land Use & Development Plan will form the core of the Master Plan and will define functional subareas within the study area. Desired use mix, development character and intensity will be

defined for each functional subarea to maintain the appropriate balance of residential and non-residential uses, including various housing types, retail and commercial opportunities, and a wide-range of employment options within the Town.

4c: Development Typologies

Based on the findings of the master analysis, visioning, and preliminary land use framework, we will prepare a menu of development typologies appropriate for the study area. For each development typology the Project Team will provide a statement of intent, imagery of similar development from within the region, and an outline of potential design considerations specific to the development type. The typologies will range from various housing types, to commercial and entertainment, and R&D, and when taken collectively they will represent the full breadth of land use and development envisioned for the Northeast Gateway area.

4d: Town Staff Review and Discussion

The Project Team will meet with and present the draft Vision and Guiding Principles, Preliminary Land Use Plan, and Development Typologies prior to distribution to the MPAC. This meeting will be a conference call/screenshare.

4e: Master Plan Advisory Committee (MPAC Mtg #3)

A joint web meeting with Town Council and Planning Board will be conducted to review and discuss the Preliminary Framework Plan. Appropriate revisions will be made based on MPAC feedback. This meeting will be a conference call/screenshare.

Task 5: Draft Master Plan & Detailed Conceptual Models

This step will include development of the draft Master Plan as well as detailed conceptual models for two to three key sites. The 3D models will be driven by the Preliminary Land Use Plan and the Development Typologies.

5a: Draft Master Plan

Based on work and the results of the previous steps in the planning process, the draft *Northeast Gateway Master Plan* will be prepared for review and discussion. The draft Master Plan will be highly illustrative and include maps, graphics, photographs, and concise text as needed to clearly and effectively communicate community planning and development concepts and recommendations and the overall character of desired development.

- **Development and Urban Design Framework.** Building from the preliminary land use plan, this framework will provide recommendations to guide sustainable growth, land use, housing types and densities, infill development, development character, building location/massing, and approximate square footage/density. Working with Town staff, the Project Team will provide recommendations that reflect water and wastewater capacity needs.
- **Transportation and Circulation Framework.** This framework will prioritize pedestrian mobility and safety and overall access and circulation. This Framework will identify how linkages can be created between various uses and properties in and around study area and identify connections to regional facilities. The framework will provide recommendations for multi-modal transportation functionality and maintaining appropriate development transitions within and between the project area and the surrounding residential neighborhoods.
- **Streetscape Framework.** This framework will address streetscape, place-making, and gateway opportunities. This framework will identify strategies for beautifying the study area and strengthening sense of place.
- **Implementation Framework.** This framework will identify priorities, timelines, and strategies to assist the Town in making decisions about the timing and location of development in the project area.

5b: Detailed Conceptual Models (2-3 sites)

Based on sites identified during Task 3 we will develop detailed conceptual models illustrating potential site configurations will be developed for the redevelopment sites identified as part of Task 3. The 3D models will establish use programs, parcel division, lot/building orientation and layout, parking layout, access, circulation, buffering, landscaping, and open space/detention. The total

number of concepts to be development (two or three) will vary depending on complexity of the design exercise and size of the selected sites.

5c: Town Staff Review and Discussion

Town staff and the Project Team will review the Draft Master Plan and Detailed Conceptual Models. The review process may include one round of revisions prior to distribution to the MPAC. This meeting will be a conference call/screenshare.

5d: Master Plan Advisory Committee (MPAC Mtg #4)

The Project Team will meet with and present the Draft Master Plan and Detailed Conceptual Models to the MPAC to gather feedback and input. This meeting will be a conference call/screenshare.

Task 6: Regulatory Strategy Framework

This task will include the preparation of a Regulatory Strategy Framework that incorporates policy directions established in the previous tasks and that will deliver desired development character. The Regulatory Strategy Framework will identify specific components of the Master Plan that could benefit from amendments to the Town's current zoning and development regulations.

6a: Preliminary Regulatory Strategy Framework

The Regulatory Strategy Framework will be produced for review and discussion and will address possible amendments to zoning and development regulations aimed at delivering and accommodating development of desired character that is consistent with the Master Plan. These zoning and development regulation amendments may include, but not be limited to, permitted and special uses, development/design standards, use-specific conditions, and development review and approval processes and standards. The Regulatory Strategy Framework will summarize key issues related use and development of property within the study area and to redevelopment of the study area and underscore the need for potential amendments to the Town's development regulations.

6b: Design Manual/Pattern Book

This task will involve the development of a pattern book that sets guidelines and standards for the public realm including streetscape design, parking, and open space, as well as architectural patterns that establish the residential and commercial/mixed-use architectural styles for the project area.

6c: Town Staff Review and Discussion

Town staff and the Project Team will review the draft Preliminary Regulatory Framework prior to distribution to the MPAC. This meeting will be a conference call/screenshare with Town staff.

6d: Master Plan Advisory Committee (MPAC Mtg #5)

The Project Team will meet with and present the draft Preliminary Regulatory Framework to the MPAC to gather feedback and input.

Task 7: Preparation of Final Master Plan & Design Manual

Based on feedback from the previous Tasks, we will prepare the *Northeast Gateway Master Plan* document for review and consideration. The Master Plan will be prepared as a standalone document accompanied by a memorandum that summarizes the overall planning process and key recommendations.

7a: Open House

An Open House will be conducted to allow residents and stakeholders to review the draft Master Plan, ask questions, and provide feedback prior to the Master Plan being presented and considered at a public hearing.

7b: Joint Town Council and Planning Board Meeting

A joint web meeting with Town Council and Planning Board will be conducted to review and discuss the draft *Northeast Gateway Master Plan*. Appropriate revisions will be made based on discussion, feedback, and direction given.

7c: Final Plan and Adoption

The final *Northeast Gateway Master Plan* will be presented for consideration and adoption by the Planning Board and Town Council via the required public hearing and adoption process. The final document will be designed to be used both digitally and in paper form. The final document will be provided in an editable format and maps created in ArcGIS Pro will be provided to Town staff.

Optional Tasks

Utility Planning

Tetra Tech proposes to conduct a high-level assessment of the water and wastewater capacity needs based on land use recommendations provided in the Master Plan, interviews with and data obtained from Town personnel on the existing system, and planned utility projects. The projected demands will be based on industry standard assumptions for water usage and wastewater generation by development type.

The cost of including Tetra Tech on our team and providing an additional utility analysis is \$5,000. Modeling of the water and/or wastewater system can be performed for an additional fee.

Fiscal Impact Analysis

Our proposed approach to the fiscal impact analysis will employ an average-cost approach. This methodology will utilize current municipal per capita costs to estimate future expenditures related to the future growth in population and employment resulting from future development and redevelopment. This approach will allow us to establish the Town's baseline economic productivity and will serve as a point of comparison for the projected fiscal impact of proposed land use changes and zoning map amendment recommendations.

- **Background Research.** We will review all relevant fiscal information, including the Town's most current operating budget.
- **Market Overview.** We will provide a broad overview of the local real estate market. The primary purpose of the market overview is to develop assumptions for the modeling of the fiscal impact analysis.
- **Fiscal Impact Analysis.** We will project new municipal revenue that will likely be generated by each future land use scenario and then assess those estimates against projected expenses related to the provision of incremental Town services. It should be noted that this analysis does not consider the potential fiscal impacts of capital costs (e.g., public infrastructure) or one-time revenue sources (e.g., impact fees).
- **Documentation & Review.** Once we have completed the tasks described above, we will prepare a technical memorandum that summarizes our findings.

The cost for the Fiscal Impact Analysis is \$20,000.



Project Fees and Expenses

The budget to undertake our scope of work is a not to exceed amount of **\$99,975** including optional tasks and project-related expenses (travel, printing, presentation materials, mileage, etc).

Tasks	Cost
Task 1: Project Initiation	\$ 4,685
Task 2: Community Engagement	\$ 5,265
Task 3: Existing Conditions	\$ 9,175
Task 4: Preliminary Land Use & Development Plan	\$ 12,015
Task 5: Draft Master Plan & Detailed Conceptual Models	\$ 18,435
Task 6: Regulatory Strategy Framework	\$ 8,795
Task 7: Preparation of Final Master Plan & Design Manual	\$ 7,055
Optional Task: Utility Planning	\$ 5,000
Optional Task: Fiscal Impact Analysis	\$ 20,000

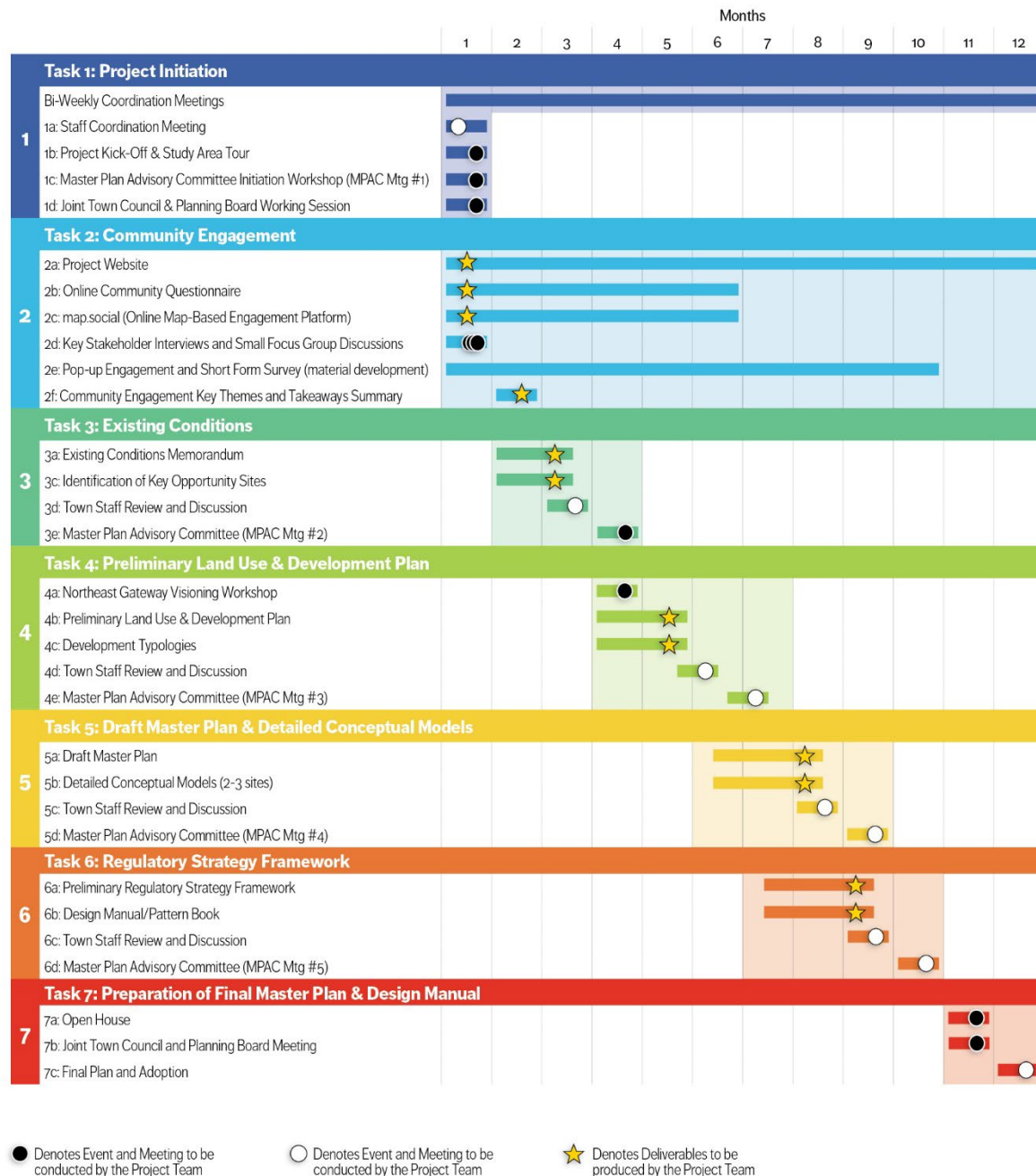
Total Professional Fees (including optional tasks)	\$ 90,425
Total Direct Expenses	\$ 9,550
TOTAL COST (including optional tasks and expenses)	\$ 99,975

Rate Table

Houseal Lavigne	Hourly Rate
Principal	\$250 – \$230
Senior Project Manager	\$180
Project Manager	\$145
Planner II	\$145-130
Planner I	\$110 - \$105

Project Schedule

The timeline below provides an overall framework to complete each step outlined in our proposed Scope of Work, assuming an overall 12-month timeline.



Client Responsibilities

Planning consultants play a key role in offering a fresh, outside perspective and knowledge of cutting-edge best practices from throughout the country, however there will be no substitute for the on-the-ground knowledge of Town staff in creating meaningful and impactful recommendations. With that in mind, Houseal Lavigne strives to develop strong relationships with our clients and to be considered an extension of staff. Our Project Team will coordinate with Town staff throughout the process to ensure that the final product reflects this spirit of collaboration.

- **Past Plans & Studies.** Provide links to past plans and studies as well as a high-level overview of pertinent plan components/recommendations to ensure efficient use of resources in reviewing documents.
- **Existing Conditions Data.** Provide access to existing conditions data and GIS data to assist in review of existing conditions. Staff will provide the Project Team Town standards for GIS data management and map making protocols.
- **Staff Review.** The Project Team will provide drafts of interim deliverables and the plan document prior to distributing to other groups for review. Staff will provide feedback and commit to a 1-2 hour virtual meeting to review comments.
- **Community Engagement Assistance.** The Project Team will be responsible for the development of electronic copies of all flyers, hand-outs, and other collateral for community engagement. Staff will lead the production and delivery of these materials as mailings, eblasts, local postings, etc. Staff will participate in consultant-led events as needed or as much as Town staff wants to be involved.
- **Coordination Meetings.** Town staff will attend biweekly updates with staff. Staff will assist the Project Team in organizing monthly meetings with the town staff, advisory group, and elected officials.

[Signature Page Follows]

TOWN OF HOLLY SPRINGS

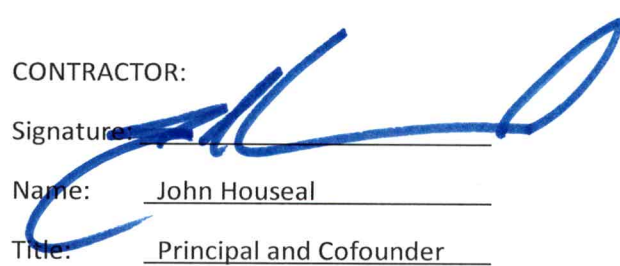
BY: _____

Randy J. Harrington, Town Manager

WITNESS: _____

Town Clerk

CONTRACTOR:

Signature: 

Name: John Houseal

Title: Principal and Cofounder

WITNESS:

Signature: 

Title: Principal

Approved as to form:

Town Attorney

This instrument has been pre-audited in the manner
Prescribed by the Local Government Budget and Fiscal
Control Act

Director of Finance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  ROBERT A SORENSEN CLU AGENT 300 S COUNTY FARM RD UNIT D WHEATON IL 60187		CONTACT NAME: MARGARITA CANTU PHONE (A/C, No, Ext): 630-588-9590 ext: 225 FAX (A/C, No): 630-588-9626 E-MAIL ADDRESS: margarita.cantu.ii4h@statefarm.com	
INSURED HOUSEAL LAVIGNE ASSOCIATES, LLC 188 W RANDOLPH ST, SUITE 200 CHICAGO IL 60601-2901		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: State Farm Mutual Automobile Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25143 25178	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

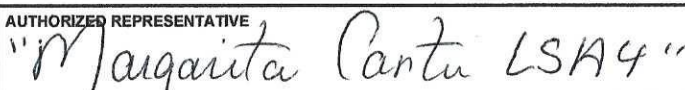
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BUSINESS PROPERTY \$ 565,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	93-KH-X607-4	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	464 3243-C23-13 599 2013-F01-13 464 3244-C23-13N	03/23/2021 06/01/2021 03/23/2021	09/23/2021 12/01/2021 09/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	Y	Y	93-BT-V535-8	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	93-KU-Z761-2	09/01/2020	09/01/2021	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TOWN OF HOLLY SPRINGS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

TOWN OF HOLLY SPRINGS 128 S MAIN STREET PO BOX 8 HOLLY SPRINGS NC 27540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF ILLINOIS

)

)

AFFIDAVIT OF CONTRACTOR'S

COUNTY OF COOK

)

COMPLIANCE WITH E-VERIFY

I, JOHN HOUSEAL (the individual attesting below), being duly authorized by and on behalf of HOUSEAL LANGRISH ASSOC (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or

b. NO X

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

This 28 day of JULY, 2021

Signature of Affiant

Print or Type Name: JOHN HOUSEAL

State of Illinois

County of Cook

Signed and sworn to (or affirmed) before me, this the 28

day of July, 2021

My Commission Expires:

10-13-24

Notary Public

(Affix Official/Notarial Seal)



CONTRACT FOR SERVICES



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

New Business

Title: Condemnation Resolution for Oakview Innovation Park Gravity Sewer Line

Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth

Staff Resource: John Schifano, Town Attorney

Action(s):

Approve Resolution 21-20 to Authorize Eminent Domain action to acquire easements for a new gravity sewer line.

Explanation:

- The Town is installing a new gravity sewer main to serve a large undeveloped area of the Town near Holly Springs New Hill Road and Green Oaks, adjacent to the Town's business park.
- This unserved area has been a planned expansion area for many years.
- One tract, approximately 12 acres in size, is owned by Mario L. Donnell. Various attempts to reach Mr. Donnell has proven unsuccessful and therefore the town attorney is seeking Council authority to initiate an eminent domain action.

Background:

- A new gravity line feeding into the regional Holly Springs Business Park Pump Station will open a large basin up for development, which has long been the plan of the Town's long term comprehensive planning efforts.
- A minimal underground easement on a 12 acre tract, following a creek, is necessary to install the gravity line.
- The effect of the easement will have minimal negative impact to the undeveloped, unused 12 acre tract's development potential because of its location, and will provide service to the tract for future use.
- The Town will pay fair market value for the easement as a result of the eminent domain process.

Funding Source(s):

Sewer reserves

Attachment(s):

1. 21-20 Donnell Condemnation Resolution



THE TOWN OF
Holly Springs

Resolution No.: 21-20

Date Adopted: August 17, 2021

Effective Date: August 17, 2021

**RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL
AUTHORIZING CONDEMNATION PURSUANT TO CHAPTER 40A OF THE NORTH
CAROLINA GENERAL STATUTES AND SESSION LAW 2005-57 (HOUSE BILL 393) TO
ACQUIRE CERTAIN PROPERTY
OF THOSE PERSONS LISTED ON THE ATTACHED EXHIBIT "A"**

WHEREAS, the governing body of the Town of Holly Springs hereby determines that it is necessary and in the public interest to acquire certain property owned by those persons listed on Exhibit "A" for the following public purpose: 1) Extension of gravity sewer and/or force main to construct, install, improve, remove, replace, inspect, repair, maintain and use a system of pipelines or mains for the purpose of conveying potable water, sanitary sewer, or re-use water, together with all appurtenant facilities and equipment necessary or convenient thereto, in, upon, and across the property; 2) Temporary construction easements as indicated in the legal descriptions; and 3) Right of way as indicated; ("Legal Interests 1, 2, & 3", below) and;

WHEREAS, the proper officials or representatives of the Town of Holly Springs have been unable to acquire the needed interest in this property by negotiated conveyance;

WHEREAS, the Town is authorized pursuant to N.C. Gen Stat §40A utilizing the procedures contained in N.C. Gen Stat § 136 to acquire such interests in property for the public purpose heretofore stated;

NOW THEREFORE, BE IT RESOLVED by the governing body of the Town of Holly Springs that

1. The Town of Holly Springs shall acquire by condemnation, for the purposes stated above, the property and interest described on "Exhibit A"; and;
2. The attorneys representing the Town of Holly Springs are directed to initiate the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described

Adopted by the Holly Springs Town Council on this, the 17th day of August, 2021.

Town of Holly Springs by

ATTEST:

Dick Sears, Mayor

Linda McKinney, Town Clerk



EXHIBIT A

Exhibit A, Page 1

Tract: 0

Owner : DONNELL, MARIO L

Owner Address: 1911 Drexmore Ave

Greensboro, NC 27406-3212

Property Address: 11623 Holly Springs New Hill Road
Apex, NC 27539

A. Description of Entire Tract Effected By Taking:

PIN: 0639837443

Tax ID: 0062830

Legal Description: BEING that approximate 0 acre tract known by the above Wake County PIN and TaxID, and being further described in a Deed found at Deed Book 13-E3781, Page , Wake County Registry.

B. Interest Acquired By Eminent Domain Description of Area Affected:

Legal Interest Conveyed:	Utility & Greenway Easement
a perpetual right and easement over the property described in the legal description attached hereto for wetlands, conservation, public active or passive greenspace, utility purposes, greenway for public pedestrian and bicycle egress and ingress, park, recreational, water shed, or land preservation purposes. Grantee shall have the right to grant easements or rights-of-way across the property for utilities, roadways, or other public purposes. Grantee shall have the right to promulgate rules and regulations for the use of the property by the public, provided the property is used for the purposes stated herein. Grantee, upon acceptance, shall assume liability for any tort occurring as a result of the public use of the easement area in the same manner as it would for its real property held in fee simple. Grantor further grants unto the Grantee reasonable access to the above-described property over any remaining contiguous property owned by Grantor for the purpose of developing and maintaining the greenway from time to time; provided, Grantee shall, to the extent possible, utilize existing roads for such purposes and shall repair any damage resulting from such access. Grantor further grants unto the Grantee the right to convey the management, ownership, or use of said easement to other entities, including but not limited to private land trusts, Grantors do hereby grant unto the Town a perpetual right and easement over the property hereinafter described for wetlands, conservation, public active or passive greenspace, utility purposes, greenway, park, recreational, water shed, or land preservation purposes. Grantee shall have the right to grant easements or rights-of-way across the property for utilities, roadways, or other public purposes. Grantor further grants unto the Grantee the right to convey the management, ownership, or use of said easement to other entities, including but not limited to private land trusts, the State of North Carolina, or the US Army Corp of Engineers.	
Legal Description of area conveyed	
SEWER EASEMENT ON PROPERTY OF MARIO L. DONNELL	

19,669 SQUARE FEET or 0.452 ACRE

COMMENCING on an Existing Iron Rod, having North Carolina State Plane Coordinates of N:693,511.52', E:2,039,696.29', said point being the northeastern most property corner of the property described;

Thence North 87°50'03" West, 201.32 feet to the POINT OF BEGINNING

Thence along and with the new easement line the following seven courses and distances:

South 28°24'59" West, 179.47 feet to a point;

South 83°25'23" West, 211.59 feet to a point;

North 88°27'42" West, 67.38 feet to a point;

North 43°37'38" East, 63.26 feet to a point;

North 83°25'23" East, 203.66 feet to a point;

North 28°24'59" East, 128.78 feet to a point;

South 87°50'03" East, 55.75 feet to the POINT AND PLACE OF BEGINNING containing 19,669 SQUARE FEET or 0.452 ACRE, more or less.

SquareFoot:

19669

C. Statement of Authority

The Town of Holly Springs hereby acquires the above described estates in the land of the defendant(s) pursuant to N.C.G.S. 40A-3(b)(4) for the establishing, extending, enlarging, or improving sanitary sewer lines and systems.

Project Description: Gravity Sewer Line for Oakview (Donnell Tract



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

New Business

Title: COVID-19 Vaccination Vacation Leave Incentive

Strategic Priority Area: Organizational Excellence

Safe & Friendly

Staff Resource: Randy Harrington, Town Manager

Action(s):

Authorize the Town Manager to Amend the Town's Personnel Policy to provide a one-time 24-hour vacation leave incentive for full-time employees who demonstrate proof of full COVID-19 vaccination by September 30, 2021.

Explanation:

- Since March of 2020, the Town has worked closely with County and State health officials to mitigate the spread of COVID-19 in our community.
- The recent rise in the "Delta variant" COVID-19 virus has resulted in a strain that is 2.5 times more infectious than previous COVID-19 virus strains.
- Infection rates and hospitalizations are significantly rising in the County and State, and the Centers for Disease Control now labels Wake County as a "high" community spread area.
- Scientific, medical studies continue to show that COVID-19 vaccines continue to be the most effective strategy for reducing the spread of COVID-19 and avoiding hospitalizations and severe sickness if an individual contracts the virus.
- This action would provide a 24-hour vacation leave incentive to full-time Town employees who can demonstrate proof of full COVID vaccination by September 30, 2021. If the vacation incentive hours go unused during 2021, employees would be allowed a one-time roll over into the 2022 calendar year.

Background:

- Wake County and area municipalities have recently been evaluating a variety of incentives to encourage COVID-19 vaccination among employees. The various considerations range from 2-5 days of added vacation leave, direct payment incentives between \$250-\$1000, and requirement of proof of vaccination for new hires.
- Administratively, the Town Manager plans to reinstate the COVID Administrative Leave bank option up to 80 hours in the event an employee has to miss work due to a COVID infection, high risk COVID exposure, or to care for an immediate family member with COVID. Only fully vaccinated employees would be eligible for this Administrative Leave bank.

Funding Source(s):

Town Council Business Meeting
August 17, 2021

No direct financial payments, but vacation leave would be an accrued liability until used.

Attachment(s):

None