



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of November 2, 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.

CONSENT AGENDA

5. Approve the minutes of the October 12, 2021 Workshop meeting and the October 19, 2021 Business Meeting.
6. Voluntary Annexation A21-01, Optimist Commons
7. DHIC Financing Resolution for Sportsmanship Crossing, LLC.
8. Municipal Concurrence for Setting the Speed Limit on Woods Creek Road

NEW BUSINESS

9. Utley Creek Greenway Phase I Connection (TOHS Proj. 14-021)

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION -

ADJOURNMENT

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

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Consent Agenda

Title: Approve the minutes of the October 12, 2021 Workshop meeting and the October 19, 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 October 12, 2021 and the Business meeting held October 19, 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. 10.12.21 minutes-draft
2. 10.19.21 minutes- draft

Mayor and Council Workshop

6 p.m. October 12, 2021

Holly Springs Law Enforcement Center and Zoom



MINUTES

The Holly Springs Town Council held a workshop meeting on Tuesday, October 12, 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 three Council members were present as the meeting opened, and one Council member was present via Zoom.

Council Members Present in the room: Mayor Sears, Mayor Pro Tem Dan Berry, and Councilman Aaron Wolff, Peter Villadsen, 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; LeeAnn Plumer, Director Parks and Recreation; Matt Beard, Parks and Recreation; Adam Huffman, Parks and Recreation; Antwan Morrison, Director of Finance; Chris Hills, Director of Development Services; John Mullis, Interim Director of Public Works; Aaron Levitt, Utilities and Infrastructure.

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

2. Unified Development Ordinance Follow Up

Chris Hills, Director of Development Services, said that this item was to provide Council with an overview to proposed changes in the UDO following the September workshop and to receive feedback on proposed modifications.

Sean Ryan, Development Services, said that regarding Chapters 2 and 3 of the UDO, at the last workshop, Council had indicated a desire for decreasing the gap in lot area between Rural Residential (RR) and Suburban Residential (SR), an option for larger lots, and to adjust the lot area ranges in SR. He showed proposed changes, reducing the minimum lot area in RR to 2 acres and increasing the minimum lot area in SR to 15,000 square feet, as well as changing the distribution of lot sizes in SR with conditional zoning. He showed what this could look like and what areas of town would be compatible with SR and RR zoning according to the Land Use and Character Plan Map. Other changes to Chapter 2 were technical clean ups.

Mr. Ryan asked for Council feedback. MPT Berry asked about a sliding scale in the NR district. Consensus of Council was to add a sliding scale to the NR similar to the SR.

In Chapter 3, Mr. Ryan said the key issues were dealing with quasi-judicial hearings and transitioning the Board of Adjustment to handle some quasi-judicial matters, with projects with greater community impact remaining a Council decision. The proposed modification would require Conditional Zoning for K-12 schools, Bars, Hotels and Inns, Motels, Landfills, and Resource extraction uses which would require Town Council approval. Uses that would remain Special Exception Uses would be community support facilities, child care centers, campgrounds, outdoor entertainment facilities, drive-thrus, electronic gaming operations, and group homes. These would require a quasi-judicial proceeding. Two options for dealing with quasi-judicial decisions could be: Option 1, determined by the Board of Adjustment, or Option 2,

determined by the Planning Board sitting as the Board of Adjustment if the two groups were merged.

There was discussion about the process of merging the Planning Board and Board of Adjustment, including how many members would be the final goal, how long the merge process would take, and the desire to have a Citizens Academy that would be a prerequisite for applying.

Mr. Ryan said that for Chapter 4, the key issue raised was to incorporate comments from the Tree Advisory Committee. Changes which staff suggests should be incorporated are to add a purpose statement that tree preservation helps in mitigating the effects of climate change, to eliminate the Open Space Credit for proximity to schools and parks; clarify Significant Natural Resource Areas to include species of special concern, threatened, or endangered; to encourage continuous canopy areas; to define Critical Root Zone; and to address the penalties for removal of trees. He addressed suggested changes that should not, or could not statutorily, be incorporated. He discussed the reorganization of the section on Open Space to be clearer and more consistent, and the addition of flexibility for tree preservation that has been previously handled through waivers.

Council discussed the penalty aspect and what the Town is statutorily permitted to do. John Schifano, Town Attorney, said that there are not many penalties allowed, but possibly delaying development could be looked at.

Mr. Ryan discussed the key issues for Chapter 11, including thresholds for review of subdivisions and development plans, and a Development Review Committee (DRC) versus a Technical Review Committee (TRC). He said a DRC was the common process in the region and would be a staff level committee that could provide a wider group of individuals to approve certain plans. Staff would suggest that in addition to the DRC there be a Land Use Advisory Committee (LUAC) that would function similarly to the current TRC and provide an opportunity for projects to seek input prior to submitting. This committee would have Town Council and Planning Board participation. The proposed modification would have all major subdivisions approved by Council in a quasi-judicial proceeding, with Development Plans under 40,000 square feet approved administratively by the DRC, and Town Council approving development plans in the Village District (DMX). Then either (option 1) the Planning Board could approve medium sized buildings, up to 75,000 square feet and Council approve buildings over 75,000 sq. ft., or (option 2) Council could approve both medium and larger buildings.

Council discussed what constitutes a major subdivision, and what a typical building in the between 20,000 sq. ft. and 40,000 sq. ft. would be used for. It was discussed that neighboring municipalities have higher thresholds and suggested that 50,000 sq. ft. might be a better benchmark, and the benefits of two rather than three options for developers.

Consensus was to go with Option 2, and to look at increasing the medium sized building threshold to 50,000 sq. ft.

Mr. Ryan said that over the entire UDO, staff is working on spelling, terminology and text consistency, reorganization and regrouping; clarifications; checking for alignment with the Land Use & Character Plan, and interdepartmental and legal review. He outlined next steps in the process, including a Public Hearing and adoption on November 16th, with a goal of the effective date of the new UDO being February 1, 2022, when the new zoning map will be approved.

Council discussed communication to property owners and how the changes will affect them. Chris Hills, Development Services, said that there will be lots of public outreach and discussion with residents and property owners.

Mr. Hills said that before Council moved to the next agenda item, he wanted to announce that Sean Ryan has been promoted to Planning Manager.

3. Cass Holt Road Park

Matt Beard, Parks and Recreation, said the purpose of this item was to provide Council with an update on the Cass Holt Road park design process, and present three concepts for feedback. He then introduced Zak Pierce from CLH Design. He introduced Bill Hamilton and Holly Waterman who would also present.

Mr. Pierce oriented the audience to the location of the property relative to other Town parks. He gave an overview of the Master Plan process, from information gathering, to creating possible concepts, to receiving community input on the concepts, to sending a final proposed Master Plan to Council, including phasing considerations. He showed the site area and what is nearby. Next, he discussed the site analysis, including existing structures (built and natural) and the topography of the land. Considerations of the site include protecting the existing pond, connectivity and pedestrian safety with the school site, improvements to Cass Holt Road, including road widening and a sidepath, and maintaining a minimum of 600 feet of separation between park entrance drives and the school drive. He said that the forested area provides options for conservation, trails, and education and the open fields provide flexibility for active and passive recreation opportunities, with a focus on viewsheds. He showed the size of the site by comparison with Ting Park.

Matt Beard, Parks and Recreation, updated Council on the outreach and input activities that have been conducted to date. Traditional public outreach techniques were modified to work in a COVID environment. He explained the need for a master plan, and that it would apply information from the Parks, Recreation, and Greenways Master Plan to this park. He gave an overview of key concepts learned from the Master Plan.

Mr. Hamilton discussed takeaways from the Community Input, including concerns about the site, values of the community, priorities, and opportunities. He listed popular amenities and activity ideas.

Ms. Waterman presented three possible concepts for the park. She said these would all require phasing, but that will be planned once a combined concept is decided upon.

Concept 1: Conservation and Community: This concept would use the existing buildings, and have a playground, nature play area, dog park, and picnic areas along with an amphitheater with event space, and greenway paths along the perimeter.

Concept 2: Play and Open Space: This concept would have a larger playground and a recreation center, a demonstration garden and a pump track, as well as outdoor workout space and mountain bike skills course and greenway paths along the perimeter.

Concept 3: Athletics, Adventure and Aquatics: This concept would have an aquatic center and recreation center, a playground with a splash pond, two multi-purpose fields, mini-golf and a skate park as well as picnic areas and greenway paths along the perimeter.

The three Concepts move from low impact on the site, to higher impact.

Mr. Pierce asked for feedback on the concepts at this time.

Council discussed parking and crosswalk safety. They discussed finding partners, and the need for structured facilities versus natural play areas, and whether the Town is focusing on Parks and Recreation as revenue generating, or will focus more on residents. Consensus was to look at more structured park and an aquatic feature, whether a splashpad, or a full aquatic center.

Mr. Beard said that next steps will include receiving feedback from Town Council and the Parks & Recreation Advisory Committee, a 2nd public engagement meeting on November 6th, community and staff stakeholder meetings and a second Council briefing in December, with a draft concept.

4. Yard Waste

John Mullis, Interim Public Works Director, said that the purpose of this item was to update Council on the Town's yard waste program and solicit feedback on potential operational adjustments. He explained the need for changes due to service demands and cost recovery; environmental and safety issues; aesthetics; and operational challenges, and then outlined the areas he would discuss. He showed Council examples of the problems caused by illegal dumping; impacts on stormwater and community appearance, especially as debris from grass is vacuumed up and get "vaporized." Material that is non-compliant damages equipment, and large piles of yard waste impede travel lanes and sidewalks. He discussed equity when some neighborhoods produce more yard waste than others, and the rising gap in cost recovery. He discussed the uncertainty of disposal rates and facilities and the rapid residential growth with its increased service demand, and other challenges.

Mr. Mullis explained the current operations and schedules, and the staffing and equipment needed to maintain current operations. He said that we currently bill \$4.00 per month, but estimated annual costs of the program produce a funding gap of \$5.90 per month per household. This funding gap has increased by 27% from 2019 to 2021, with the General Fund subsidizing 60% of program costs. This increase is the same as at our neighboring municipalities. He explained the Town's tagging system, and outlined the amount of non-compliant yard waste staff encounters. He discussed our peer communities, both their operations and their fees. He said options could be to move to a full bi-weekly schedule, the use of carts and leaf season use of equipment; addressing the pay model for excess yard waste; providing a convenience center and alternative disposal methods; and cost recovery for service demand. He suggested next steps of refining the service model and addressing costs in the FY23 budget, and community engagement with the neighborhoods most impacted by any change.

Council discussed how a cart system would work, that leaf season would not change, and that staff could work with Wake County to institute a composting program.

Council recessed for a brief break.

5. Customer Care Model

LeeAnn Plumer said the purpose of this item was to provide an overview and status update on the work of the 311 Steering Committee, and to confirm alignment with Town Council's objectives for the project. She defined a 311 Customer Care Model. It would be an inclusive way to empower customers and enhance the customer service experience and be a way to manage increasing service requests efficiently and effectively. It is a Smart cities strategy that promotes data collection, performance tracking, resource allocation, and transparency; reduces non-emergency 911 calls; and would be an information sharing resource for staff.

She said that the committee was multi-departmental, and members of the committee researched and interviewed people with Cary, Durham, Goldsboro, Greensboro, Salisbury, and Winston-Salem. Each of these municipalities operates a 311 Customer Care model in a different way, and showed such a system could be implemented in Holly Springs. She said that lessons learned are that it is most important to put people first, versus strictly metrics. Second, we should build the system gradually, starting with a single process and expanding. Staffing models could start with a dedicated supervisor with existing staff to begin, and then move to either an on-site center, or a work from home option. Communication methods would focus on phones, web, and app, and in-person, to serve residents today, and in the future. There needs to be

system integration planning (i.e. could CityWorks serve this purpose?) and a robust marketing plan to let the community know what it is and how to use it.

Next steps include evaluating the results of the upcoming community survey; further defining the vision and customer service philosophy; and identifying technology and staffing investment needs, with a goal of presenting a final report at the Winter Retreat.

Council discussed service models, how to handle service requests that are the responsible of third parties, and having a way for residents to track the progress of their request, and the development of an app or the use of integrated software that would include an app.

6. Sugg Farm House

Adam Huffman, Parks and Recreation, said that Council member Kelly and MPT Berry toured the house at Sugg Farm Park yesterday and today. He said the purpose of this item was to discuss the current condition of the house and to discuss options and recommended next steps. He said there are restrictions on the property due to the Triangle Land Conservancy (TLC) easement which gives limited building areas for the park. The Sugg Farm Park Master Plan in 2013 suggested preserving the building for office and storage, but it needs major renovations for accessibility and stabilization. The utilities were disconnected because of code violations and it has been uninhabited for 9 years. There are issues with the building due to degradation which create safety and aesthetic problems, and the house has become a target for vandalism. There have been four vandalism incidents in the last few months. There would likely be a significant cost to rehab the building, and it is unclear what the strategic value of the end result would be. There are trade-offs with other Parks and Rec priorities given limited Parks and Recreation reserves. Staff has completed due diligence with Police, Fire and Code Enforcement. There was an asbestos inspection, and none was found. Capital Area Preservation has inspected the house and has no problem with it being removed. Triangle Land Conservancy would need to be informed, but no approval from them is required.

He said options include selling it, which would not produce much revenue because a buyer will have to spend a lot of money to take it away. It could be removed. It could be rehabbed, but the Town would need to look at what its end use would be and consider the cost to bring it up to code. The Town would still be allowed to have 30,000 square feet of building in this area under the TLC easement.

Council discussed the upcoming road improvements, and the desire to make a decision about the house before that time. They discussed possible uses for the building and what upgrades would be needs versus wants. Staff said that in 2014 it was estimated to take \$70,000 to bring the building up to code, which would probably be \$150,000 now. It would cost \$15,000 to \$20,000 to remove it using public works employees. Council discussed how the neighbors of the park feel about the house, and the fact that it has become a target for vandals. Council requested that staff bring back estimates on what it would cost to rehab and to maintain the building for a few potential uses, including staffing.

OPEN DISCUSSION

Mayor Sears asked if there was any open discussion.

Council member Wolff said because it was a census year, redistricting is going on. It is ongoing and livestreamed. One of the maps that is being presented splits Holly Springs into three different House Districts. This is just one of many proposals, but the Town enjoys a situation

now where we are represented by one Senator and one House District. If it is the will of the Council, he said that he and MPT Berry could reach out to our representatives to say that we would prefer that Holly Springs not be divided. Consensus was that they should.

Closed Session: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(3) to consult with the attorney on a litigation matter, *Colony and Jaidip v. Holly Springs and Comtran*.

Motion by: Berry

Second by: Villadsen

Vote: Unanimous

Council member Wolff made a motion to leave closed session. It was seconded by Council member Kelly and passed unanimously.

5. Adjournment: There being no further business, Motion to adjourn was made by Council member Wolff seconded by Council member Villadsen and passed with a unanimous vote. The October 12, 2021 workshop meeting of the Holly Springs Town Council was adjourned at 9:26 pm.

Respectfully Submitted on Tuesday, November 2, 2021.


Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, October 19, 2021 in person and via video conferencing. Mayor Sears presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and 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*; Scott Chase, *Assistant Town Manager*; Daniel Weeks, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Mark Andrews, *Communications and Marketing*; Mathew Mutter, *IT*; Chris Hills, *Director, Development Services*; Cheryl Caines, *Development Services*; Sean Ryan, *Development Services*; Rachel Jones, *Development Services*; Elizabeth Goodson, *Development Services*; Bronwyn Bishop, *Development Services*; LeeAnn Plumer, *Director, Parks and Recreation*; Adam Huffman, *Parks and Recreation*; Matt Beard, *Parks and Recreation*; Kendra Parrish, *Executive Director of Utilities and Infrastructure*; Aaron Levitt, *Utilities & Infrastructure*; Rachel Ingham, *Utilities & Infrastructure*; Corey Petersohn, *Administration*; Irena Krstanovic, *Director, Economic Development*; Paul Liquorie, *Police Chief*; Cassie Hack, *Director, Communications*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Horace Ferguson, Pastor Emeritus of Holly Springs United Methodist Church.

4. Agenda Adjustment: The October 19, 2021 meeting agenda was adopted with changes, if any, as listed: pull item 15 for discussion.

Motion: Berry

Second: Wolff

Vote: Unanimous

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

The following written comments were received: none.

The following comments were received in person: Aaron Lurie expressed concern about the photograph policy that does not allow public photographers to restrict access to parts of parks and does not allow light equipment etc. He would like to work with the Town to rewrite the policy.

Recognitions

5. United States Tennis Association Award

Laura Weygandt, Western Wake Tennis Association, was joined by Meghan Rider, and Brian Rosenthal, RDU Tennis, and presented the Holly Springs Parks and Recreation Department

with the 2021 USTA North Carolina Outstanding Parks & Recreation Department Award. The award is presented to the Department that made the greatest impact on its community during the past year through programming, events, and partnerships. Ms. Weygandt thanked staff for work to support the sport of tennis. Mr. Rosenthal said RDU Tennis has been partnering with the town for 3 or 4 years. He thanked staff for all they have done to support the tennis program at Ting Park. Ms. Rider said she captained 14 teams in Holly Springs this year. She also thanked Parks & Rec staff, and Council for providing the facility.

6. Breast Cancer Awareness Month

Mayor Sears read the proclamation, and declared October as Breast Cancer Awareness Month in Holly Springs.

Public Hearings

7. 8420 James Rest Home Road Rezoning 21-REZ-02

Cheryl Caines, Development Services, said the purpose of this item was to rezone around 18.5 acres from R-30 to IT CU: Industry & Technology Conditional Use. She showed where the site is, along James Rest Home Road, off of New Hill Holleman Road. The site is currently zoned R-30 as are the surrounding parcels, and is designated Business & Industrial on the Future Land Use Map. The petition is to rezone it to IT CU: Industry & Technology Conditional Use.

Rachel Jones, Development Services, said that the nearest water and sewer is over three miles away, but a condition would be added that they must connect when they are available. She said that no roadway improvements would be required. However, the site drive and surrounding roadway would be improved to meet industry standards and NC Fire Code.

Ms. Caines said that Planning Board representative could not be present tonight, but the Planning Board recommended approval 8-0-1. Discussion included what types of materials would be stored on-site, and the timing of connecting to utilities.

Mayor Sears opened the Public Hearing and the following input was received:

Steven Kurtz and Chris Baley, applicants, said theirs is a local business of ISA certified Arborists. CS Tree Services is a TCIA Accredited Company. Mr. Kurtz said they propose using the property for office space and a parking area for trucks. They showed the current aerial view, and the planned use. Mr. Baley said a neighborhood meeting was held, and residents had no significant concerns. There was concern about the road supporting the trucks, and CS Tree Services agreed to monitor the road and do any work needed. There are currently 10 employees, with a plan to expand to 20. Construction would start in the spring of 2022. The three wooded parcels with no access will stay as they are.

Mr. Baley said they will place parking to the rear and side of the buildings to reduce visibility and provide screened fencing and landscape screening to adjacent properties. They will maintain a 20% tree preservation threshold.

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

Council member Kelly asked if there were going to be parameters to limit the number of buildings compared to the storage yard, and when the utilities would arrive.

John Schifano, Town Attorney said they would not be required to connect to utilities until they were available. When the Town runs a utility line to that area, connection would be required. Ms. Caines said in this zoning there is a maximum amount of area that they can use for outdoor storage specified in the UDO.

Action: Motion to adopt Rezoning Ordinance RZ21-06 to adopt statement of compatibility and to approve rezoning.

Motion by: Villadsen

Second by: Berry

Vote: unanimous

8. Green Oaks Tech Center PUD 21-PUD-01

Sean Ryan, Development Services, said this item was to conduct a legislative public hearing and to consider a request for a PUD rezoning, Master Plan and Development Agreement. Council may move forward, but the Development Agreement not being ready, they may wish to continue that until the November 16, 2021 meeting. He showed where the approximately 120 acre property is located, partially in the town limits, and partially in the ETJ, and said that an annexation petition was in process. The request is for rezoning to a Planned Unit Development (PUD) and approval of the PUD Master Plan. The Future Land Use Map designates this site as Innovation Village for mixed use modern business park, supporting major employment centers and supporting uses in a pedestrian friendly environment. The existing zoning is part BT, CU and part R-30.

The applicant proposes dividing the project into three districts: Innovation District for Research & Technology and office uses; Commercial District for neighborhood, local and regional commercial uses, in addition to Innovation District uses; and Southern Edge District, for office and industrial uses. There are two permitted Master Plans with this rezoning, one with these three districts, and one that is entirely Innovation District, to respond to Economic Development opportunities. The applicant would decide which of these at the time of Master Plan Submittal. The applicant proposes 11.93 acres of developed open space, 11.93 acres of tree preservation, for a total of 23.89 acres of total open space. He showed where this space could be, determined by the final development plan. Mr. Ryan showed examples of the types of architectural design elements that would be used in the Innovation District.

Rachel Jones, Development Services, said all necessary utility studies have been completed and showed where the sewer lines would be run. Potable and reclaimed water are available in this section. She said a Traffic Impact Analysis (TIA) was required and 11 intersections were studied. On-site improvements required are road widening across property frontages, new internal street network including extending Old Holly Springs Apex Rd. to Thomas Mill Rd., turn lanes at major access points, and a new traffic signal at the access across from Hensley Place. Off-site improvements will be phased along with the development and include the design and construction of the realignment of Old Holly Springs Apex Rd./Holly Springs New Hill Rd; paying a fee-in-lieu for widening NC 55; and contributing a fee-in-lieu toward improving the intersection of Old Holly Springs Apex Rd/Bennet Knoll Parkway.

Elizabeth Goodson, Development Services, outlined the major components of the draft Developer Agreement. She said the total expected project cost for the realignment is \$1.8 million. She explained the current fees-in-lieu that have been paid towards the Old Holly Springs Apex Rd & New Hill Rd. realignment, and those that are expected from future projects. She said that there is a funding gap of \$507,000 between those and the estimated total cost of the realignment. She said Green Oaks Tech Center is interested in paying their share, and in constructing the realignment.

Randy Harrington, Town Manager, requested feedback from Council as to whether they want to move the realignment earlier, or wait until 2026.

Consensus of Council was they wanted to move ahead on this realignment. Mr. Harrington said when that when this matter comes back on the 16th, they will continue to work with the applicant to bring something to Council on this realignment.

Matt Beard, Parks and Recreation, showed where proposed greenway trails would run along the Southern Edge District (and the creek) and then up to Holly Springs New Hill Road. He said staff is working with the developer to bring the sidepath out at a signalized intersection to provide safe crossing.

Council member McGrath asked if the sidewalk would be widened in front of Hensley. Mr. Beard said that sidewalk is wider than most, so at this point they would focus on getting the path connected, and could look at the width of the sidewalk later.

Mr. Ryan said that Planning Board voted to recommend with a vote of 7-1-1. The discussion was primarily focused on traffic, and the one dissenting vote was due to this concern.

MPT Berry asked for clarification on whether a use that is not listed in the PUD becomes a Special Exception Use, or is not permitted. Mr. Ryan said that if a use is not listed, it is not permitted.

Mayor Sears opened the Public Hearing and the following input was received:

Elizabeth McMillan with Crescent Communities, said staff's presentation was very thorough so she would move quickly. She gave an overview of Crescent Communities and said they hope to expand the commercial tax base of the Town. She said this was a full commercial plan, with no residential. She outlined the uses allowed in each of the three districts. She discussed the transportation improvements, as outlined by staff. She said they are committed to sustainability and wellness and will work with end users as they come in to the project.

Council member McGrath asked about the potential of a solar farm and asked if it would necessitate clear cutting this heavily wooded area. Ms. McMillan said they would maintain their commitment to tree preservation and open space, but wanted solar farm included as a permitted use in case a developer wanted it on their site.

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

Council member McGrath asked about the maximum height for buildings in the Innovation District. Mr. Ryan said he thought it would end up at 100 ft., but he was not sure. But it is not as high as the hospital, which is 140 or 150 feet.

Action: Motion to continue deliberation of Rezoning Ordinance RZ21-05 and consideration of the Developer Agreement for Green Oaks Tech Center to the November 16, 2021 meeting.

Motion by: Wolff

Second by: McGrath

Vote: unanimous

9. Voluntary Annexation A21-03, Friendship Development

Bronwyn Bishop, Development Services, said that this item is hold a legislative public hearing to consider annexation of approximately 240.75 acres in the Friendship Development site. The land is currently owned by Charles Daniel Baucom and Duke Energy Progress. She showed where the land is along Friendship Road and US 1.

Mayor Sears opened the Public Hearing and the following input was received: none.

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

Action: Motion to adopt Annexation Ordinance A21-03, annexing 240.75 +/- acres owned by Charles Daniel Baucom and Duke Energy Progress.

Motion by: McGrath

Second by: Kelly

Vote: unanimous

10. Friendship Development Rezoning 21-REZ-03

Sean Ryan, Development Services, said that this was a request to rezone approximately 225 acres from R-30 Residential to RT Research & Technology and CB Community Business. He showed the location of the property and that it was designated Business & Industry and Innovation Village on the Land Use and Character Plan, and is currently zoned R30 Residential. He explained what uses were supported by the proposed zoning.

Rachel Jones, Development Services, said that public utilities are being provided by the Developer in partnership with the Town's Design-Build utility extension project to the northwest area of Town. She said a Traffic Impact Analysis (TIA) was required and nine intersections were studied,

including multiple site access points off of Friendship Road. She showed where road improvements would be made along Friendship Road and Woods Creek Rd.

Matt Beard, Parks and Recreation, said the proposed greenway plan would include connections to Apex, because it is so close to their jurisdiction. Connections could include Humie Olive Road, the American Tobacco Trail and Pleasant Park.

Mr. Ryan said the Planning Board recommended approval with a vote of 8-0-1. Primary discussion was around traffic and solar panels.

Mayor Sears opened the Public Hearing and the following input was received:

Jon Keener with Trustwell Property Group said that the project would develop the area in accordance with the Town's adopted Future Land Use Plan and expand the business park to appropriate areas to create quality job growth for the community. He said this would streamline developing the land for large scale employers by providing the needed zoning and infrastructure to the region and create a retail and public amenity to benefit the business park and the surrounding community. He gave an overview of the Master Plan showing the Community Mixed Use area at the northern end of the property, and the location of the Amgen site. He outlined the community infrastructure benefits of preserving stream buffers, natural buffers both along all road ways and between properties, adding bike lanes, sidewalks and greenway connectivity, roadway improvements along Friendship Road, and the benefits of extending utilities to the area. He showed concept images of architectural styles for the area, as well as some current Holly Springs businesses.

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

MPT Berry if DOT road improvements were part of this plan. Mr. Keener said those are mostly coming with Amgen, but we are partnering with DOT in conjunction with what is going on here. MPT Berry said Friendship Rd. should be widened all the way, rather than becoming an hour glass. Council member Kelly asked if they had considered parking decks, to have less parking surface and more green space. Mr. Keener said that would come with site development plans as they come through.

Action: Motion to adopt Rezoning Ordinance RZ21-04 to adopt the statement of compatibility and approve rezoning for Friendship Development.

Motion by: McGrath

Second by: Berry

Vote: unanimous

11. Voluntary Annexation A21-04, Elementary School E-52

Bronwyn Bishop, Development Services, said that this item is to hold a legislative public hearing to consider the annexation of approximately 42.05 acres along Rex Road. The land is owned by the Wake County Board of Education who plans to use it for an elementary school that would serve students on this side of town.

Mayor Sears opened the Public Hearing and the following input was received: none.
There being no input, Mayor Sears closed the public hearing.

Margaret Sutter, Director of Real Estate Services, wake County Public Schools, said she was happy to be here. She introduced Kenneth Haywood, attorney for WCPS. They offered to answer any questions about this annexation. There were no questions.

Action: Motion to adopt Annexation Ordinance A21-04, annexing 42.05 +/- acres owned by Wake County Board of Education.

Motion by: Villadsen
Second by: Kelly
Vote: unanimous

Consent Agenda

The Council passed a motion to approve all items on the Consent Agenda, with the exception of item 15, which was pulled for discussion. The motion carried following a motion by Council member Berry, a second by Council member Villadsen and a unanimous vote. The following actions were affected:

12. Minutes – Council approved the minutes of the Business Meeting held October 5, 2021.

13. Bass Lake Spillway Design Contract – The Council approved the Bass Lake Spillway Design Contract with LJB Inc. in the amount of \$78,000.

14. Budget Amendment Report and Quarterly Budget Amendments - Council received the quarterly budget amendment report, approved the budget amendment transferring the net revenue from inspection related restricted revenues to the grants and special revenue fund, and adopted Ordinances 21-43, Street and Sidewalk Projects; 21-44, Grants and Special Revenue; and 21045 PAYGO Capital Projects. *Copies of the budget amendment, the Ordinances, and the report are attached to these minutes.*

Pulled for discussion.

15. Locally Administered Projects Program (LAPP) Grant Applications – MPT Berry asked to discuss this item largely to get an understanding of how the projects were prioritized.

Aaron Levitt, Utilities and Infrastructure, said that the application does not commit the Town to anything. If the Town is awarded a grant, that would be brought back to Council for approval. He explained that projects are chosen according to criteria that make them more likely to receive a grant. The sidewalk project was chosen because it is a short segment that connects two large areas of sidewalk, so it has a large impact for a smaller price tag. This makes it attractive to CAMPO.

Town Manager Randy Harrington said that we look first at projects that Council has articulated as high priority projects, but sometimes staff makes a judgment call in order to choose projects that are more likely to be accepted and receive a grant.

Council member McGrath said since CAMPO criteria have been migrated it is important for Council to understand how we synchronize. Mr. Levitt said staff actually works with CAMPO in advance and they make suggestions for which projects may score better than others and be more likely to receive funds.

Action: Motion to approve LAPP Grant application for the NC 55 Right Turn Lane – Green Oaks Parkway to Avent Ferry Road Transportation Bond Project, and the LAPP Grant application for the N. Main St. Sidewalk Connector, Arbor Creek Dr. to Anchor Creek Way, Bike/Pedestrian Project.

Motion by: Berry
Second by: McGrath
Vote: unanimous

NEW BUSINESS

16. Amendment to Local State of Emergency Declaration Ordinance

Randy Harrington, Town Manager, said that Council had requested changes to the Emergency Declaration Ordinance at their workshop on September 14th. He outlined the reasons for having an emergency declaration ordinance in the first place, and what authorities are granted to a municipality by the General Assembly regarding emergency declarations. He outlined two recommended amendments to the current Ordinance. The first would remove the necessity of a written recommendation by the Town Manager “upon consultation with the chief of police and fire chief” and the second would require the Mayor to report to Council at their next duly called meeting after the declaration, outlining the need for the declaration, the circumstances requiring the declaration, and the likely duration of the declaration. He said the language “Council may rescind, alter, or modify the declaration by majority vote at any duly called meeting.” had been added to articulate the right which Council has always had.

Council member McGrath said that unity of decision making is important. The written recommendation doesn’t need to be in there, but he would like to articulate in the Ordinance that it would be done in consultation with the Police and Fire Chiefs, rather than having a single person make it by right. He wants it to read “in consultation with . . .” Council member Kelly said that it is implied that any Mayor would consult the emergency services before issuing a declaration. Council member Wolff said he was fine with it as written. He said that what Council member McGrath brings up is best practice but doesn’t need to be codified. What we agreed on at the workshop is fine. Council member Villadsen said since the declaration is coming back to Council, Council can have their impact as well. It’s hard to put that in an ordinance without requiring it be in writing. MPT Berry said he takes comfort that it would be coming back to Council, so he doesn’t need it to be in writing that the Mayor would confer.

Action: Motion to adopt Ordinance 21-46 to remove the formal requirement for a state of emergency declaration recommendation to the Mayor by the Town Manager in Town Code Section 12-652(a) and add Section 12-652(i) to require the Mayor to provide a report to the Council at the next duly called Council meeting following a Mayoral state of emergency declaration.

Motion by: Berry

Second by: McGrath

Vote: unanimous

OTHER BUSINESS

Mayor Sears said don’t forget that the Hospital is opening on November 1st. It is ready and looks terrific. Also, don’t forget to vote on November 2nd. Your local votes are more important than votes in the Presidential election. Council member Wolff said that many people online are asking where early voting sites are. It’s in Apex and the lines aren’t long.

Council member Wolff then said that the Lt. Governor has made some unfortunate comments regarding LGBTQ people. He does not think those comments befit anyone holding public office. But the bigger problem is that those words have very real impacts. They embolden others to practice discrimination and make them feel unwanted. The most vulnerable are our youth, as we saw a few years ago here in Holly Springs. The Trevor Project says that 2 in 5, 40%, of LGBTQ youth have considered suicide. The risk is greatly reduced when their identity is accepted by all or most people. We need to help prevent suicide. We can’t make everyone recognize their identity, but Wake County has shown us the way, with their recent decision. Wake County has invited municipalities to sign on to this ordinance, to create a cohesive county-wide policy. Raleigh has accepted the invitation, and Apex wrote their own anti-discrimination policy back in June. He would move that we sign on to this Ordinance. It is the right thing to do to stand with marginalized communities. It is the right thing to do for Holly Springs. FUJIFilm told the County that they supported this, and other large companies looking to relocate make that a requirement. They do not want to move their employees to a place where they have fewer rights than where they were before. Let’s make Holly Springs a place where everyone feels welcome.

Council member McGrath asked what the implications would be, since he had not had the chance to read the County's Ordinance. John Schifano said he was impressed with the strength and the depth of the County Ordinance. It does a lot and possibly creates work for managers and attorneys. Employment law is a huge part of this ordinance. There is a large body of law in the Federal Court for these types of claims. We would need to be careful not to step into the EEOC's jurisdiction. He doesn't think the Wake County ordinance does that, or Apex's ordinance. They are written to "stay in their lane." The enforcement mechanism is a little challenging. The County ordinance sends a complainant to the manager to attempt reconciliation, and if that fails, to seek an injunction against the company. Some situations are clear-cut and egregious, and you would want to legislate those. Raleigh passed a resolution to adopt the County's Ordinance. This could create a lot of work for the County Manager and Attorney.

Council member Wolff said that's why he would like a motion for a resolution. By doing what Raleigh has done, it allows Wake County to enforce the law within Raleigh, so these actions are handled by the County. If we write the resolution correctly, it would not add to the Town's workload. Mayor Sears said he agreed, and he was comfortable with signing on to the county ordinance. Council member Kelly said the numbers are staggering, how many people identify as LGBTQ. It is thousands of people in Holly Springs. This is a huge initiative for our new hospital, given the suicide rates, and the number of youth who identify LGBTQ. The companies that are coming to us support this. She said she was in full support. Council member McGrath said if Wake County agrees that if we sign on to this that they enforce it, he would support it. He likes that it also includes other classes of people who are discriminated against. MPT Berry asked if businesses were accountable, or only the government. Mr. Schifano said it applies to everyone, with the exception of religious organizations.

Action: Motion to direct Town attorney to draft a Resolution for Council to consider signing on to Wake County's ordinance.

Motion by: Wolff

Second by: Kelly

Vote: unanimous

Council member Kelly said there have been some unpleasant malodor days from the landfill, and asked that people fill out the form if they smell it. The County and GFL are being more proactive, so please continue to engage. In good news, Holly Springs United Church of Christ is celebrating their 150th anniversary. Holly Springs First Baptist is celebrating their 155th anniversary this Sunday, and invites the community to celebrate with them.

Council member Villadsen asked if, with the State Fair in progress, the landfill was operating extended hours. John Mullis, Interim Public Works Director, said no. Council member McGrath said there is good progress on the eNose sensors and we should have more verifiable data soon.

Council member McGrath said that in some recent disturbing trends: 33,177 veterans have died due to suicide since September 11th. The rate is climbing and is concerning. And it is climbing among non-veterans too. To him CARE means Competence, Accountability, Resilience, and Empathy. He asked everyone to use this acronym to assist those who may have lost hope. He asked that everyone look out for their neighbors.

MANAGER'S REPORT

Randy Harrington, Town Manager, reported that leaf season pickup runs from November 1, 2021 to February 4, 2022 with bi-weekly pickup to accommodate heavier volumes of yard waste. Residents will receive six loose-leaf collections over the 12-week period. Residents should have received, or will shortly receive, a mailer showing their collection days. On the town website there is also a map that is clickable to help residents know when their collection day is. If residents can get the waste to the proper location on the curb, that helps us to pick it up more efficiently. He thanked staff for the work they do out in the community.

Second, he thanked the Mayor for the Breast Cancer awareness proclamation. One of our firefighters recently lost his wife to breast cancer. On Oct. 29th the Holly Springs Police Department and Fire Department will have a “battle of the badges” softball game at Ting, and the proceeds will go to the Harasti family. The game starts at 5 pm.

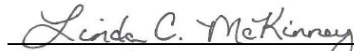
CLOSED SESSION: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(4) to discuss an economic development matter.

Motion to seal the closed session minutes was made by MPT Berry seconded by Council member Villadsen and passed with a unanimous vote.

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

Adjournment: MPT Berry made a motion to adjourn at 9:45 pm. It was seconded by Council member McGrath and passed with a unanimous vote.

Respectfully Submitted on Tuesday, November 2, 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#: 6.

Consent Agenda

Title: Voluntary Annexation A21-01, Optimist Commons

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Bronwyn Bishop, Development Services

Action(s):

Adopt Resolution 21-17 directing the Town Clerk to investigate the sufficiency of annexation petition A21-01 and set public hearing for November 16, 2021.

Explanation:

- The Town has received a petition for voluntary annexation of 13.17 +/- acres, located at 4900 Optimist Farm Rd.
- The owner of the property is Optimist Commons LLC.
- Staff has requested feedback from all departments and there were no issues with this annexation.

Background:

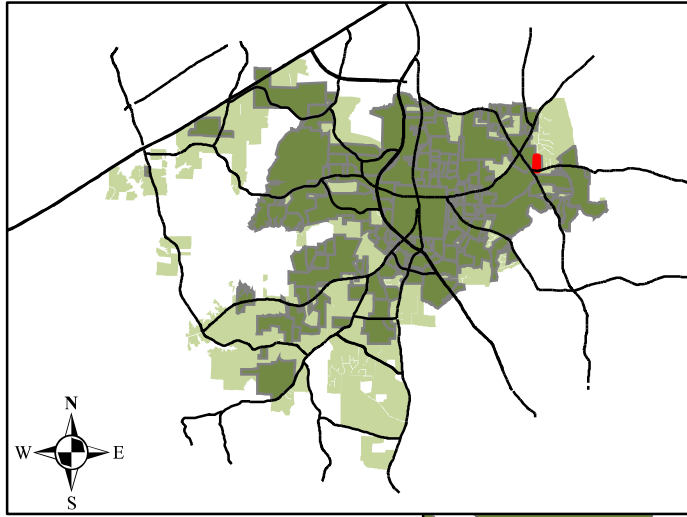
- Pursuant to NCGS § 160A-31(c) Council is required, upon receiving a petition for annexation, "to cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation: and to fix a date for a public hearing on the question of the annexation.

Funding Source(s):

N/A

Attachment(s):

1. A21-01 map
2. A21-01 Resolution of Sufficiency



Legend

- Parcels
- Annexation**
- Property Site**
- Subdivisions
- Lakes
- Town Limits
- ETJ
- Short Range
- Urban
- Service Area



THE TOWN OF

Holly Springs

Resolution No.: 21-17

Date Adopted: November 2, 2021

Annexation No.: A21-01

RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION

WHEREAS, a petition requesting annexation of an area described in said petition was received by the Town of Holly Springs; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Holly Springs deems it advisable to proceed in response to this request for annexation, subject to the Clerk's satisfactory investigation of the sufficiency of the petition; and

WHEREAS, the area proposed for annexation is described as follows:

Legal Description for Voluntary Annexation

COMMENCING AT A NORTH CAROLINA CONTINUOUSLY OPERATING STATION "NCRD" HAVING NC GRID NORTH AMERICAN DATUM 1983(NAD83) PUBLISHED COORDINATES OF NORTHING 733167.41 AND EASTING 2124896.39 US FEET; THENCE, S60°41'08"W, 72,718.02 FEET TO A ¾" IRON STAKE FOUND IN THE NORTHWEST CORNER OF THE OPTIMIST COMMONS, LLC. TRACT AS RECORDED IN DEED BOOK 17529 PAGE 2101 IN THE WAKE COUNTY DEED REGISTRY AND SHOWN AS TRACT 1 OF THE PEARL ADAMS HEIRS SUBDIVISION AS RECORDED IN BOOK OF MAPS 1990 PAGES 600 AND 601 IN SAID DEED REGISTRY, BEING ALSO IN THE EAST LINE OF THE JORDAN REAL ESTATE HOLDINGS, LLC. TRACT AS RECORDED IN DEED BOOK 14287 PAGE 696 AND BOOK OF MAPS 2016 PAGE 340 IN SAID DEED REGISTRY, BEING ALSO THE PLACE AND POINT OF BEGINNING HAVING NAD83 COORDINATES OF NORTHING 697564.64 AND EASTING 2061490.14 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE, ALONG THE NORTH LINE OF SAID OPTIMIST COMMONS, LLC. TRACT, S88°14'47"E, PASSING AN IRON STAKE AT 5.34 FEET AT THE SOUTHWEST CORNER OF LOT 15 OF THE FAIRVIEW WOODED ACRES SECTION 4 SUBDIVISION AS RECORDED IN BOOK OF MAPS 1975 PAGE 44 IN SAID DEED REGISTRY, ALSO PASSING THE CENTERLINE RIGHT OF WAY OF SOUTH BELL HAVEN STREET AT 235.35 FEET, FOR A TOTAL DISTANCE OF 383.97 FEET TO A ¾" IRON STAKE FOUND AT THE NORTHEAST CORNER OF TRACT 1 OF SAID PEARL ADAMS HEIRS SUBDIVISION, BEING

ALSO THE NORTHWEST CORNER TRACT 2 OF SAID PEARL ADAMS HEIRS SUBDIVISION, BEING ALSO THE POINT CHURCH OF THE TRIANGLE, INC. TRACT AS RECORDED IN DEED BOOK 17310 PAGE 2377 IN SAID DEED REGISTRY; THENCE, ALONG A LINE BETWEEN SAID LOTS 1 AND 2, S01°25'58"W, PASSING THE CENTERLINE OF A POWER TRANSMISSION RIGHT OF WAY EASEMENT AT 446.92 FEET, ALSO PASSING THE CENTERLINE OF A SANITARY SEWER EASEMENT AT 711.80 FEET, FOR A TOTAL DISTANCE OF 1496.04 FEET TO A ¾" IRON STAKE FOUND IN THE NORTHERN LINE OF THE OPTIMIST FARM ROAD, SR 1390, A 60 FOOT WIDE RIGHT-OF-WAY AS RECORDED IN DEED BOOK 6166 PAGE 124 IN SAID DEED REGISTRY; THENCE ALONG THE NORTH LINE OF SAID OPTIMIST FARM ROAD THE FOLLOWING TWO COURSES, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1302.00 FEET, AN ARC LENGTH OF 317.12 FEET AND A CHORD OF N87°18'33"W, 316.33 FEET TO AN IRON STAKE SET AT THE POINT OF TANGENCY; THENCE, N80°19'56"W, 68.41 FEET TO AN IRON STAKE SET AT A POINT OF WIDENING FROM A 60 FOOT RIGHT OF WAY TO A 100 FOOT RIGHT OF WAY OF SAID OPTIMIST FARM ROAD; THENCE, N01°25'58"E, 20.19 FEET TO A 1" IRON STAKE FOUND AT SAID 100 FOOT RIGHT OF WAY WIDTH OF SAID OPTIMIST FARM ROAD, BEING ALSO THE SOUTHEAST CORNER OF SAID JORDAN REAL ESTATE HOLDINGS, LLC. TRACT; THENCE, ALONG THE EAST LINE OF SAID JORDAN REAL ESTATE HOLDINGS, LLC. N01°25'58"E, PASSING THE CENTERLINE OF SAID POWER TRANSMISSION RIGHT OF WAY EASEMENT AT 619.77 FEET, ALSO PASSING THE CENTERLINE OF SAID SANITARY SEWER EASEMENT AT 934.25 FEET, FOR A TOTAL DISTANCE OF 1461.13 FEET TO THE PLACE AND POINT OF BEGINNING, CONTAINING 13.1997 ACRES, MORE OR LESS AS SHOWN ON A SURVEY FOR OPTIMIST COMMONS LLC. PREPARED BY MAERSTAN, PLLC. DATED NOVEMBER 20, 2019.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina, that:

Section 1. The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Holly Springs Town Council the result of her investigation.

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, November 16, 2021.

Section 3. Notice of the public hearing shall be published in the Raleigh News & Observer, newspapers having general circulation in the Town of Holly Springs, at least ten (10) days prior to the date of the public hearing.

Adopted this, the 2nd day of November 2021.

ATTEST:

Dick Sears, Mayor

Linda McKinney
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: DHIC Financing Resolution for Sportsmanship Crossing, LLC.

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: John Schifano, Town Attorney

Action(s):

Approve a Resolution supporting the financing by the Housing Authority of Wake County

Explanation:

- North Carolina Law requires a local government to approve a financing resolution for affordable housing within its jurisdiction.
- This is not a debt of the Town and does not in any way affect the Town's borrowing capacity.

Background:

- Sportsmanship Crossing is an affordable housing community of about 124 residential units and most recently recommended for approval at the October 26, 2021 Planning Board meeting.
- The Affordable Housing venture is part of the mixed-use development with MyCC Headquarters.
- The Town Council approved the rezoning and development agreement on this parcel on 4/6/2021, and this private financing is consistent with that action.

Funding Source(s):

N/A

Attachment(s):

1. 21-24 Authorizing Financing by Wake Co. Housing Authority for Affordable Housing



THE TOWN OF

Holly Springs

Resolution No. 21-24

Date Adopted: November 2, 2021

Effective Date: November 2, 2021

**RESOLUTION AUTHORIZING THE FINANCING BY THE HOUSING
AUTHORITY OF THE COUNTY OF WAKE OF AN AFFORDABLE
MULTIFAMILY HOUSING DEVELOPMENT WITHIN THE
BOUNDARIES OF THE TOWN OF HOLLY SPRINGS**

WHEREAS, the Town Council (the "Town Council") of the Town of Holly Springs, North Carolina (the "Town") met in Holly Springs, North Carolina at 7:00 p.m. on the 2nd day of November, 2021; and

WHEREAS, the Housing Authority of the County of Wake (the "Wake Housing Authority"), a public body and body corporate and politic organized and operating pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the "Act"), has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$17,000,000 (the "Bonds"), for the purpose of financing the acquisition, construction and equipping by Sportsmanship Crossing, LLC, a North Carolina limited liability company, or an affiliated or related entity, of a low income multifamily residential rental facility to be known as Sportsmanship Crossing (the "Development"); and

WHEREAS, the Development will consist of approximately 124 units, located on an approximately 8.9-acre site at 1317 N. Main Street in the Town of Holly Springs, Wake County, North Carolina; and

WHEREAS, in accordance with Section 157-39.1 of the Act, the Wake Housing Authority is authorized to finance affordable housing within the boundaries of the Town by issuing its bonds or notes to finance the same, but only if the Town Council has adopted a resolution authorizing the Wake Housing Authority to do so; and

WHEREAS, the Town acknowledges that the acquisition, construction and equipping of the Development will satisfy a need for affordable housing within the Town, and further the Town desires to consent to the issuance by the Wake Housing Authority of the Bonds to finance the Development within the borders of the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA:

1. The Town Council hereby consents to and approves the issuance by the Wake Housing Authority of its multifamily housing revenue bonds to provide financing for the acquisition, construction and equipping of the Development within the jurisdiction of the Town.

2. The Town Council's approval is solely to satisfy the requirements of the Act and shall in no event constitute (i) an endorsement of the Bonds; (ii) zoning or site plan approval of the Development; (iii) or a debt obligation of the Town. This approval shall not be construed as approval of the Development for any other purpose, including, but not limited to, zoning, land use, financial assistance, or any other aspect of the Development that may require consent from or approval by the Town.

3. This resolution shall take effect immediately.

Council Member _____ moved the passage of the foregoing resolution and Council Member _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: _____

Nays: _____

Not voting: _____

* * * * *

CERTIFICATION

I, Linda McKinney, Town Clerk of the Town of Holly Springs, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the Town Council for the Town of Holly Springs, North Carolina, in regular session convened on November 2, 2021.

WITNESS my hand and the corporate seal of the Town of Holly Springs, North Carolina, this the 2nd day of November, 2021.

Linda C. McKinney
Town Clerk

(SEAL)



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda

Title: Municipal Concurrence for Setting the Speed Limit on Woods Creek Road

Strategic Priority Area: Safe & Friendly

Staff Resource: Linda McKinney, Town Clerk, Dirk Siebenbrodt, Utilities and Infrastructure

Action(s):

Adopt Ordinance 21-47 setting the speed limit of 35 mph on a section of SR 1154 (Woods Creek Rd.) from a point approximately 0.95 miles west of SR1153 (Old Holly Springs Apex Rd.) westward to a point approximately 0.539 miles east of SR 1149 (Friendship Rd.) and a speed limit of 45 MPH on SR 1154 from SR 1153 to the point approximately 0.95 miles west of SR 1153.

Explanation:

- NCDOT is requesting the town adopt Ordinance 21-47 changing the speed limit to 35 mph on a section of NC SR 1154 (Woods Creek Rd.).
- On July 20, 2021, Council adopted Ordinance 21-29 setting the speed limit to 45 mph on SR 1154.
- In October, 2021, NCDOT requested the section described in Ordinance 21-47 be changed to 35 mph, due to the planned construction of an elementary school on SR 1154.
- To remain consistent, NCDOT will adopt a rural speed ordinance setting a speed limit of 35 mph for the section of SR 1154 from a point approximately 0.95 miles west of SR 1153 (Old Holly Springs Apex Rd.) westward to a point approximately 0.539 miles east of SR 1149 (Friendship Rd.) and 45 MPH for the section from SR 1153 to a point approximately 0.95 miles west of SR 1153.

Background:

- The governing body of the Town of Holly Springs is authorized pursuant to Article 8 of Chapter 160A of the NC General Statutes to enact ordinances such as speed regulation in order to protect the health, safety, and welfare of the citizens of Holly Springs and the motoring public.
- This speed reduction is being requested by NCDOT due to the construction of an elementary school on Woods Creek Road.

Funding Source(s):

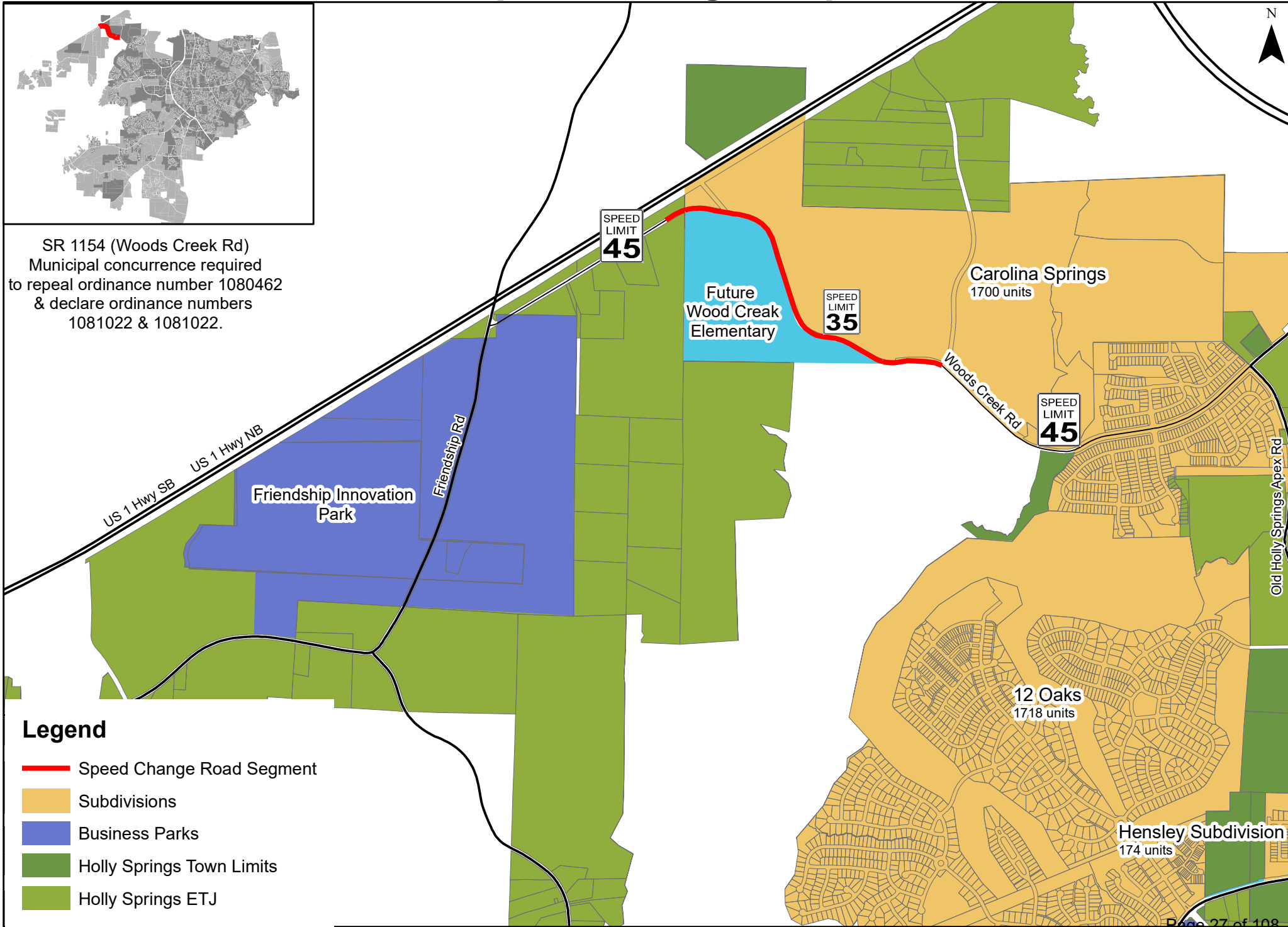
N/A

Attachment(s):

1. NCDOT_SpeedChange_1025 Map
2. NCDOT municipal concurrence package
3. 21-47 Speed limit on section of Woods Creek Road

Town Council Business Meeting
November 2, 2021

NCDOT Speed Change Request



ORDINANCE REQUEST

Ordinance Number **1081022**

County **Wake**

Recommendation

☒ **Speed Limit**

- ☐ Rural
- ☐ Rural - Subdivisionwide
- ☒ Municipal - City/Town of **Holly Springs**
- ☐ Temporary
- ☐ School Speed Zone
- ☐ Work Zone
- ☐ Work Zone Penalty

☐ **Turns**

- ☐ No Right Turn on Red
- ☐ No Right Turn
- ☐ No Left Turn
- ☐ No U-Turn

☐ **Routes**

- ☐ US Route Change
- ☐ NC Route Change
- ☐ SR Route Change

☐ **Parking**

- ☐ No Parking
- ☐ No Parking/Tow Away Zone

☐ **Truck**

- ☐ Truck Route
- ☐ Trucks Prohibited Route
- ☐ Trucks Information Station

☐ **Miscellaneous**

- ☐ One Way Street
- ☐ No Hunting from ROW
- ☐ No Fishing from Bridge
- ☐ No Jumping or Diving from Bridge
- ☐ No Stopping, Standing or Parking on ROW
- ☐ No Fishing from Highway ROW
- ☐ No Loitering on Highway ROW
- ☐ No Motorized Vehicle Zone

☒ **Declare** / ☐ **Repeal The Following Ordinances**

On Road: SR 1154

Begin Point: SR 1153

End Point: A point approximately 0.95 mile west of SR 1153

Segment Length: 0.95 ☒ miles ☐ feet Speed Limit: Car 45 mph Truck 45 mph

Description: On road SR 1154 (Woods Creek Rd) from SR 1153 (Old Holly Springs Apex Rd) to a point approximately 0.95 mile west of SR 1153.

Reasons for Recommendations: This ordinance will be replacing ordinance number 1080462.

Division Approval: _____ Title: _____ Date: _____

Region Approval: _____ Title: _____ Date: _____

ORDINANCE REQUEST

Ordinance Number **1081023**

County **Wake**

Recommendation

☒ **Speed Limit**

- ☐ Rural
- ☐ Rural - Subdivisionwide
- ☒ Municipal - City/Town of **Holly Springs**
- ☐ Temporary
- ☒ School Speed Zone
- ☐ Work Zone
- ☐ Work Zone Penalty

☐ **Turns**

- ☐ No Right Turn on Red
- ☐ No Right Turn
- ☐ No Left Turn
- ☐ No U-Turn

☐ **Routes**

- ☐ US Route Change
- ☐ NC Route Change
- ☐ SR Route Change

☐ **Parking**

- ☐ No Parking
- ☐ No Parking/Tow Away Zone

☐ **Truck**

- ☐ Truck Route
- ☐ Trucks Prohibited Route
- ☐ Trucks Information Station

☐ **Miscellaneous**

- ☐ One Way Street
- ☐ No Hunting from ROW
- ☐ No Fishing from Bridge
- ☐ No Jumping or Diving from Bridge
- ☐ No Stopping, Standing or Parking on ROW
- ☐ No Fishing from Highway ROW
- ☐ No Loitering on Highway ROW
- ☐ No Motorized Vehicle Zone

☒ **Declare** / ☐ **Repeal The Following Ordinances**

On Road: SR 1154

Begin Point: A point approximately 0.95 mile west of SR 1153

End Point: A point approximately 0.539 mile east of SR 1149

Segment Length: 0.95 ☒ miles ☐ feet Speed Limit: Car 35 mph Truck 35 mph

Description: On road SR 1154 (Woods Creek Rd) from a point approximately 0.95 mile west of SR 1153 (Old Holly Springs Apex Rd) westward to a point approximately 0.539 mile east of SR 1149 (Friendship Rd).

Reasons for Recommendations: This ordinance will be replacing ordinance number 1080462.

Division Approval: _____ Title: _____ Date: _____

Region Approval: _____ Title: _____ Date: _____

ORDINANCE REQUEST

Ordinance Number **1080462**

County **Wake**

Recommendation

☒ **Speed Limit**

- ☐ Rural
- ☐ Rural - Subdivisionwide
- ☒ Municipal - City/Town of **Holly Springs**
- ☐ Temporary
- ☐ School Speed Zone
- ☐ Work Zone
- ☐ Work Zone Penalty

☐ **Turns**

- ☐ No Right Turn on Red
- ☐ No Right Turn
- ☐ No Left Turn
- ☐ No U-Turn

☐ **Routes**

- ☐ US Route Change
- ☐ NC Route Change
- ☐ SR Route Change

☐ **Parking**

- ☐ No Parking
- ☐ No Parking/Tow Away Zone

☐ **Truck**

- ☐ Truck Route
- ☐ Trucks Prohibited Route
- ☐ Trucks Information Station

☐ **Miscellaneous**

- ☐ One Way Street
- ☐ No Hunting from ROW
- ☐ No Fishing from Bridge
- ☐ No Jumping or Diving from Bridge
- ☐ No Stopping, Standing or Parking on ROW
- ☐ No Fishing from Highway ROW
- ☐ No Loitering on Highway ROW
- ☐ No Motorized Vehicle Zone

☐ **Declare** / ☒ **Repeal The Following Ordinances**

On Road: SR 1154

Begin Point: A point approximately 0.59 mile east of SR 1149

End Point: SR 1153

Segment Length: 1.849 ☒ miles ☐ feet Speed Limit: Car 45 mph Truck 45 mph

Description: On SR 1154 (Woods Creek Rd) between 0.59 mile east of SR 1149 (Friendship Rd) and SR 1153 (Old Holly Springs Apex Rd).

Reasons for Recommendations: This ordinance will be replaced with ordinance number 1080xxx.

Division Approval: _____ Title: _____ Date: _____

Region Approval: _____ Title: _____ Date: _____

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1081022

Division: 5 **County:** WAKE

Municipality: HOLLY SPRINGS

Type: Municipal Speed Zones

Road: SR 1154

Car: 45 MPH

Truck: 45 MPH

Description: On road SR 1154 (Woods Creek Rd) from SR 1153 (Old Holly Springs Apex Rd) to a point approximately 0.95 mile west of SR 1153.

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20_____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1081023

Division: 5 **County:** WAKE

Municipality: HOLLY SPRINGS

Type: School Speed Zone - Municipal

Road: SR 1154

Car: 35 MPH

Truck: 35 MPH

Description:

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20_____.

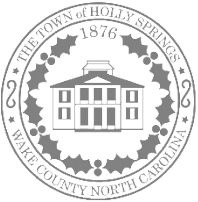
(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____



THE TOWN OF

Holly Springs

Ordinance Number: 21-47

Date Adopted: November 2, 2021

Effective Date: November 2, 2021

AN ORDINANCE Establishing Speed Limit of 35 MPH on a section of SR 1154, Woods Creek Road, between SR 1153 Old Holly Springs Apex Road, and SR 1149 Friendship Road

WHEREAS, the governing body of the Town of Holly Springs is authorized pursuant to Article 8 of Chapter 160A of the North Carolina General Statutes to enact ordinances such as speed regulation in order to protect the health, safety, and welfare of the citizens of Holly Springs and the motoring public in the area; and,

WHEREAS, a state-controlled road known as Woods Creek Road (SR1154) currently has a posted speed limit of 45 MPH between SR 1153 Old Holly Springs Apex Road and SR 1149 Friendship Road; and

WHEREAS, the Town Council and Staff are of the opinion based on traffic and engineering analysis of this area that the speed limit should be set at 35 MPH for a section of this road; and

WHEREAS, the Town Council and Staff are of the opinion based on traffic and engineering analysis of this area that the speed limits should be established as set forth below.

PART I: A speed limit of 35 MPH shall be established on SR 1154 (Woods Creek Rd.) between a point approximately 0.95 miles west of SR 1153 Old Holly Springs Apex Road, westward to a point approximately 0.539 miles east of SR 1149 Friendship Road

PART II: EFFECTIVE DATE. This ordinance shall become effective upon adoption.

PART III: ADOPTION CERTIFICATION. I hereby certify that this is a true and correct copy of the speed limit ordinance as adopted by the TOWN COUNCIL of the TOWN OF HOLLY SPRINGS, North Carolina, on the 2nd day of November, 2021.

WITNESS my hand and the official seal of Town of Holly Springs, this the 2nd day of November, 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

New Business

Title: Utley Creek Greenway Phase I Connection (TOHS Proj. 14-021)

Strategic Priority Area: Economic Prosperity & Diversity

Engaged, Healthy, & Active Community

Responsible & Balanced Growth

Safe & Friendly

Staff Resource: Aaron Levitt, Utilities and Infrastructure

Action(s):

Award and authorize the Town Manager to sign and execute the following contracts (all contingent upon NCDOT concurrence):

- Utley Creek Greenway Connection Construction Engineering & Inspections (CEI) Contract to SEPI, Inc. in the amount of \$176,030.28.
- Utley Creek Greenway Connection NCDOT Oversight Fee in the amount of \$185,232, 10% of the sum of the construction cost and CEI costs.
- Utley Creek Greenway Connection Construction Contract to Narron Contracting Inc. in the amount of \$1,457,645.96 (plus \$218,647 in contingency).

Explanation:

- The Utley Creek Greenway project consists of approximately 1,500 linear feet of new 10' wide asphalt trail construction and 1,350 linear feet of repair and repaving of the existing trail between West Ballentine Street in the Avent Acres neighborhood and the existing Morgan Park Trail behind the Morgan Park neighborhood, that traverses through the existing pedestrian tunnel under NC 55.
- The project will also include a total of 100 linear feet of prefabricated steel bridge construction (2 @ 50 feet), clearing, grading, drainage improvements, erosion control measures, paving, signage, and other related items in accordance with these specifications and plans.
- The Town received 3 bids for this project. Staff recommends awarding the construction contract to the lowest responsive responsible bidder, Narron Contracting Inc. in the amount of \$1,457,645.96 (plus \$218,647 in contingency).
- The NCDOT Oversight Fee of \$185,232 is required by NCDOT due to the grant partnership and funding from Federal Highway Administration (FHWA).
- The SEPI, Inc. fee of \$176,030.28 is required to provide construction engineering and inspections services throughout the project to ensure compliance with CMAQ requirements.
- Construction is expected to begin mid-February 2022, with anticipated completion in Fall 2022.

Background:

- The need for this greenway connection was identified in the TOHS Comprehensive Transportation Plan (CTP) and is in alignment with the most recently approved Greenways Master Plan.
- Funding for this project will be partially reimbursed with federal funding through the Congestion Mitigation and Air Quality Improvement Program (CMAQ), administered by the FHWA.
- The project is currently funded at \$1,557,820 which includes \$580,000 in grant funding. The new project estimate is \$2,303,084, an increase of \$745,264 as a result of the current bidding climate.
- Staff will be submitting to NCDOT for a 50-50 cost-share on the amount over the original grant application. Staff advises waiting until the end of the project to make this request. Staff anticipates receiving up to an additional \$789,042 in grant funding.
- This approach requires the Town to front the entire \$745,264. Finance staff has identified savings from the recently completed Parks and Recreation Bass Lake Dam capital project to cover the revised Utley Creek Greenway Phase I project budget until a final grant funding cost-share agreement is submitted to NCDOT.

Funding Source(s):

- Parks & Recreation Reserves
- Savings from closing out Parks and Recreation Bass Lake Dam capital project.
- CMAQ grant.
- Additional, final cost-share reimbursement request to be submitted to NCDOT.

Attachment(s):

1. Construction Contract
2. Bid Tabulation
3. Bid Recommendation
4. CEI Contract
5. Project Map
6. UC Greenway Ph1 - Friday Briefing

Narron Contracting, Inc
P.O. Box 909
Clayton, NC 27528
919-803-8331
License # 62426
Federal # 20-5645094
Heavy Highway/Unlimited
Van Narron 919-422-6338

BID PROPOSAL

Town of Holly Springs/ Utley Creek Greenway Connection / Project No. 14-021

Town of Holly Springs
Attn: Brent Quick, CLGPO
Finance Department
128 South Main Street
Holly Springs, NC 27540

Bid Date: Tuesday, October 12, 2021 @ 2:00 pm

**PROJECT NAME: C-5604JA
UTLEY CREEK GREENWAY CONNECTION**

DATE OF ADVERTISING: September 14, 2021

DATE OF BID OPENING: October 13, 2021

NAME OF BIDDER: Narron Contracting, Inc.

ADDRESS: P.O. Box 909

Clayton, NC 27528

NC LICENSE NO.: # 62426

BID DEPOSIT 5%: Bid Bond

TOTAL BID: 1,457,645.96

MWBE PERCENTAGE: 15%

CONTRACTOR SIGNATURE: 

Town of Holly Springs
CONTRACT PROPOSAL

NCDOT TIP NUMBER: C-5604JA

WBS NUMBER: 43714.1.6, 43714.2.6, 43714.3.6

FEDERAL-AID NUMBER: CMAQ-0510(009)

COUNTY: Wake

DESCRIPTION: UTLEY CREEK GREENWAY CONNECTION – The project generally includes 1,500 linear feet of new 10' wide asphalt trail construction (10-foot wide asphalt, 2 foot shoulders), 100 linear feet of prefabricated steel bridge construction (2 @ 50 feet), associated clearing, drainage, erosion control, signage and approximately 1,350 linear feet of repair and repaving of existing asphalt trail.

DATE OF ADVERTISEMENT: September 14, 2021

NON-MANDATORY PRE-BID MEETING: September 30, 2021 at 11:00 am

BID DEADLINE: October 12, 2021 at 2:00 pm

BID OPENING: October 13, 2021 at 2:00 pm

***** NOTICE *****

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. FOR CONTRACTS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

Narron Contracting, Inc.

NAME OF BIDDER

P.O. Box 909 / Clayton, NC 27528

ADDRESS OF BIDDER

DELIVER BIDS TO: Attn: Brent Quick, CLGPO Town of Holly Springs Finance Department 128 South Main Street Holly Springs, NC 27540	OR	MAIL BIDS TO: Attn: Brent Quick, CLGPO Town of Holly Springs Finance Department P.O. Box 8 Holly Springs, NC 27540
--	-----------	--

ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.

PROPOSAL FORM

PROPOSAL FOR THE CONSTRUCTION OF:
C5604JA – UTLEY CREEK GREENWAY CONNECTION

IN THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA

DATE: October 12, 2021

TOWN OF HOLLY SPRINGS
WAKE, NORTH CAROLINA

Ladies and Gentlemen:

The undersigned bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the General Conditions, the Special Conditions, the Plans and Specifications, all of which are acknowledged to be a part of the proposal, and the Proposal Form; and he has also carefully examined the site of the proposed work. The undersigned bidder agrees to bind himself on award to him by the Town Council of the TOWN OF HOLLY SPRINGS under this proposal, to execute within fourteen (14) days, in accordance with such award, a contract with necessary surety bonds, of which contract this proposal and the plans and specifications shall be a part, to provide all necessary machinery, tools, labor, and other means of construction, and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said project within the time limit specified below.

In addition to all other agreements and assurances, the undersigned bidder understands and hereby agrees as follows:

(1) If this contract is awarded to him, he must, upon completion of this contract, or at any other time requested, furnish to the Town an accurate itemized statement of North Carolina Sales Tax paid on materials, supplies, equipment and any other items charged to this contract, and otherwise fully comply with the "Procedure for Reporting North Carolina Sales Tax Expenditures", attached.

(2) The bidder further agrees to begin work no sooner than January 1, 2022 and no later than March 1, 2022 after notice to proceed has been given.

(3) The bidder represents and agrees to complete the entire C-5604JA project in two-hundred and forty (240) calendar days.

Submitted this 12th day of October, 2021.

Name of bidder: Narron Contracting, Inc.

Address: P.O. Box 909 / Clayton, NC 27528

C-5604JA

Utley Creek Greenway Connection

ADDITIONAL BIDDER'S CERTIFICATION

Acceptance of Terms

In submitting this Proposal, the undersigned agrees that this bid will remain in effect for a period of ninety (90) days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Proposal, and that the undersigned agrees to complete the work in accordance with the Contract Documents.

Non-Collusion in Bidding

The Bidder specifically agrees to abide by all applicable provisions of Article 3 of Chapter 133 of the North Carolina General Statutes. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by Law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Type of Business

The undersigned hereby represents that it is a _____ Corporation _____ (corporation, partnership, an individual or limited liability company). If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of North Carolina and it is authorized to do business in this State.

Narron Contracting, Inc.

Firm Name

10-12-2021

Date



Authorized Signature

President

Title

C-5604JA Utley Creek Greenway Connection

Name of Project

P.O. Box 909 / Clayton, NC 27528

Address of Firm

C-5604JA

Utley Creek Greenway Connection

BASE PROPOSAL

UTLEY CREEK GREENWAY CONNECTION

NCDOT TIP: C-5604JA

(BID FORM)

BID FOR UNIT PRICE CONTRACT

Bidder agrees to perform all work described in the specifications and shown on the Contract Drawings for the unit prices listed below.

UTLEY CREEK GREENWAY CONNECTION

Line #	Item #	Sec #	Description	Quantity	Units	Unit Cost	Amount
1	0000100000-N	800	MOBILIZATION	1	LS	69411.71	69411.71
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS	30000.00	30000.00
3	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM (EA) (COLLAPSIBLE BOLLARD)	5	EA	2500.00	12500.00
4	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM (EA) (FIXED BOLLARD)	6	EA	1000.00	6000.00
5	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM (EA) (LITTER RECEPTACLES)	3	EA	1800.00	5400.00
6	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM (LF) (TIMBER RAILING)	575	LF	82.00	47150.00
7	0043000000-N	226	GRADING	1	LS	212000.00	212000.00
8	0050000000-E	226	SUPP CLEARING & GRUBBING	1	ACR	2500.00	2500.00
9	0057000000-E	226	UNDERCUT EXCAVATION	700	CY	65.00	45500.00
10	0192000000-N	260	PROOFROLLING	1	HR	500.00	500.00
11	0194000000-E	265	SELECT GRANULAR MATERIAL, CLASS III	700	CY	65.00	45500.00
12	0196000000-E	270	GEOTEXTILE SOIL STABILIZATION	1100	SY	6.00	6600.00
13	0318000000-E	300	FND CONDT MATL MINOR STRS	30	TON	100.00	3000.00
14	0320000000-E	300	FND CONDT GEOTEXTILE	90	SY	10.00	900.00
15	0335200000-E	305	15" DRAINAGE PIPE CULVERTS	204	LF	88.00	17952.00
16	0335850000-E	305	48" DRAINAGE PIPE CULVERTS	64	LF	300.00	19200.00
17	1220000000-E	545	INCIDENTAL STONE BASE	50	TON	60.00	3000.00
18	1498000000-E	610	ASP CONC INTR CRS I19.0C	600	TON	105.00	63000.00

19	1519000000-E	610	ASP CONC SURF CRS S9.5B	300	TON	105.00	31500.00
20	1575000000-E	620	ASP FOR PLANT MIX	50	TON	655.00	32750.00
21	2209000000-E	838	ENDWALLS	7.5	CY	1900.00	14250.00
22	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	4	EA	4500.00	18000.00
23	2364000000-N	840	FRAME WITH TWO GRATES, STD. 840.16	4	EA	1000.00	4000.00
24	2472000000-N	840	GENERIC DRAINAGE ITEM (EA) FRENCH DRAIN	1	EA	7500.00	7500.00
25	2605000000-N	848	CONCRETE CURB RAMPS	5	EA	3500.00	17500.00
26	2830000000-N	858	ADJ MANHOLES	1	EA	1200.00	1200.00
27	3628000000-E	876	RIP RAP, CLASS I	50	TON	110.00	5500.00
28	3649000000-E	876	RIP RAP, CLASS B	310	TON	105.00	32550.00
29	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	2200	SY	8.00	17600.00
30	4025000000-E	901	CONTR FURN, TYPE ***SIGN (E)	125	SF	30.00	3750.00
31	4072000000-E	903	SUPPORT, 3-LB STEEL U-CHANNEL	116	LF	9.00	1044.00
32	4082000000-E	903	SUPPORT, WOOD	63	LF	18.00	1134.00
33	4102000000-N	904	SIGN ERECTION, TYPE E	20	EA	300.00	6000.00
34	4273000000-N	907	GENERIC SIGNING ITEM (EA) PROJECT IDENTIFICATION SIGN	1	EA	1980.00	1980.00
35	4363000000-N	SP	GENERIC SIGNING ITEM (LF) SUPPORT, STEEL	21	LF	15.00	315.00
36	4710000000-E	1205	24" WIDE THERMO 120 MILS	130	LF	25.00	3250.00
37	4810000000-E	1205	PAINT PVMT MARKINGS 4"	60	LF	20.00	1200.00
38	5045000000-N	1404	LIGHT STANDARDS, TYPE MTLs (MH 16', AL 4")	2	EA	4200.00	8400.00
39	5070000000-N	SP	STANDARD FOUNDATION (TYPE RJ)	2	EA	1850.00	3700.00
40	5080000000-N	SP	LIGHT STANDARD LUMINAIRE (TYPE RDW 25W LED)	2	EA	950.00	1900.00
41	5150000000-E	1409	ELECTRICAL DUCT, TYPE BR (SURFACE MOUNT), SIZE 3/4"	324	LF	38.00	12312.00
42	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD (BURIED), SIZE 2"	75	LF	45.00	3375.00
43	5170000000-E	1410	2 - #8 W/G FEEDER CIRCUIT IN 3/4" CONDUIT	972	LF	2.25	2187.00
44	5205000000-E	1410	2 - #8 W/G FEEDER CIRCUIT IN 2" CONDUIT	225	LF	2.25	506.25

45	5240000000-N	1411	ELECTRICAL JUNCTION BOXES (PC18)	4	EA	1000.00	4000.00
46	5240000000-N	1411	ELECTRICAL JUNCTION BOXES (PC36)	1	EA	2000.00	2000.00
47	5240000000-N	1411	ELECTRICAL JUNCTION BOXES (BR4)	4	EA	1500.00	6000.00
48	5270000000-N	SP	GENERIC LIGHTING ITEM (LED UNDERPASS LUMINAIRE)	5	EA	900.00	4500.00
49	5270000000-N	SP	GENERIC LIGHTING ITEM (POWER RISER)	1	EA	17500.00	17500.00
50	6000000000-E	1605	TEMPORARY SILT FENCE	5630	LF	3.80	21394.00
51	6006000000-E	1610	EROS CONTRL STONE CL A	125	TON	88.00	11000.00
52	6009000000-E	1610	EROS CONTRL STONE CL B	480	TON	88.00	42240.00
53	6012000000-E	1610	SEDIMENT CONTROL STONE	1255	TON	72.00	90360.00
54	6015000000-E	1615	TEMPORARY MULCHING	5.5	ACR	1500.00	8250.00
55	6018000000-E	1620	SEED FOR TEMP SEEDING	500	LB	8.00	4000.00
56	6021000000-E	1620	FERT FOR TEMP SEEDING	3	TON	1600.00	4800.00
57	6029000000-E	SP	SAFETY FENCE	200	LF	4.00	800.00
58	6030000000-E	1630	SILT EXCAVATION	450	CY	25.00	11250.00
59	6036000000-E	1631	MATting FOR EROS CONTROL	545	SY	4.00	2180.00
60	6037000000-E	SP	COIR FIBER MAT	100	SY	15.00	1500.00
61	6038000000-E	SP	PERM SOIL REINF MAT	440	SY	10.00	4400.00
62	6042000000-E	1632	1/4" HARDWARE CLOTH	425	LF	10.00	4250.00
63	6045000000-E	SP	15" TEMPORARY PIPE	70	LF	58.00	4060.00
64	6046000000-E	1636	TEMPORARY PIPE FOR STREAM CROSSING	25	LF	200.00	5000.00
65	6070000000-N	1639	SPECIAL STILLING BASINS	2	EA	1000.00	2000.00
66	6071020000-E	SP	POLYACRYLAMIDE (PAM)	65	LB	25.00	1625.00
67	6071050000-E	SP	1-1/2" SKIMMER	1	EA	1800.00	1800.00
68	6084000000-E	1660	SEEDING AND MULCHING	6	ACR	2600.00	15600.00
69	6087000000-E	1660	MOWING	6	ACR	350.00	2100.00
70	6090000000-E	1661	SEED FOR REPAIR SEEDING	100	LB	12.00	1200.00

71	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	2200.00	550.00
72	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	150	LB	8.00	1200.00
73	6108000000-E	1665	FERTILIZER TOPDRESSING	4	TON	1800.00	7200.00
74	6111000000-E	SP	IMPERVIOUS DIKE	33	LF	200.00	6600.00
75	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	150.00	1500.00
76	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	13	EA	200.00	2600.00
77	6132000000-N	SP	CONCRETE WASHOUT STRUCTURE	4	EA	700.00	2800.00
STRUCTURE ITEMS							
78	8804000000-N	SP	GENERIC CULVERT ITEM (LS) (GRAFFITI REMOVAL, RESTORATION, AND PROTECTIVE COATING FOR PEDESTRIAN CULVERT)	1	LS	20000.00	20000.00
79	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION 17+73.00 -L2-	1	LS	15000.00	15000.00
80	8154000000-N	420	REINFORCED CONCRETE DECK SLAB	1000	SF	23.50	23500.00
81	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	32	CY	1500.00	48000.00
82	8210000000-N	422	BRIDGE APPROACH SLABS, STATION 13+50.00 -L1-	1	LS	10000.00	10000.00
83	8210000000-N	422	BRIDGE APPROACH SLABS, STATION 17+73.00 -L2-	1	LS	10000.00	10000.00
84	8217000000-E	425	REINFORCING STEEL (BRIDGE)	4567	LB	5.00	22835.00
85	8364000000-E	450	HP12X53 PILES	105	LF	247.00	25935.00
86	8391000000-N	450	STEEL PILE POINTS	12	EA	600.00	7200.00
87	8860000000-E	SP	GENERIC STRUCTURE ITEM (LS) (PREFABRICATED STEEL PEDESTRIAN BRIDGE WITH REINFORCED CONCRETE DECK AT STA.13+50.00 -L1-)	1	LS	77700.00	77700.00
88	8860000000-E	SP	GENERIC STRUCTURE ITEM (LS) (PREFABRICATED STEEL PEDESTRIAN BRIDGE WITH REINFORCED CONCRETE DECK AT STA.17+73.00 -L2-)	1	LS	77700.00	77700.00

TOTAL 1,457,645.96

Contractor Narron Contracting, Inc.

(Print)

BID FOR ALTERNATE**Timber Decking in lieu of Concrete Decking for bridges****UTLEY CREEK GREENWAY CONNECTION
NCDOT TIP: C-5604JA**

Bidder agrees to perform all work described in the specifications and shown on the Contract Drawings for the unit prices listed below.

The owner may decide to use timber decking for the bridges in lieu of concrete decking. If the owner elects to use timber decking in lieu of concrete decking, then the total bid amount for the Alternate will be the sum of additional bid items minus items deducted from the base bid. The base bid will be used to determine the low bidder. The decision on whether or not to include any alternates will be made after the low bidder has been determined.

For the Alternate, the price for deduct items 3-5 shall match the corresponding price for pay items in the base bid. The Total for the Alternate may be a negative number.

UTLEY CREEK GREENWAY CONNECTION - ALTERNATE

Line #	Item #	Sec #	Description	Quantity	Units	Unit Cost	Amount
ADDS							
1	8860000000-E	SP	GENERIC STRUCTURE ITEM (LS) (PREFABRICATED STEEL PEDESTRIAN BRIDGE WITH TREATED TIMBER DECK AT STA.13+50.00 -L1-)	1	LS	75500.00	75500.00
2	8860000000-E	SP	GENERIC STRUCTURE ITEM (LS) (PREFABRICATED STEEL PEDESTRIAN BRIDGE WITH TREATED TIMBER DECK AT STA.17+73.00 -L2-)	1	LS	75500.00	75500.00
TOTAL OF ADDS (LINE ITEM 1-2):							151000.00
DEDUCTS							
3	8154000000-E	420	REINFORCED CONCRETE DECK SLAB	1000	SF	23.50	23500.00
4	8860000000-E	SP	GENERIC STRUCTURE ITEM (LS) (PREFABRICATED STEEL PEDESTRIAN BRIDGE WITH REINFORCED CONCRETE DECK AT STA.13+50.00 -L1-)	1	LS	77700.00	77700.00
5	8860000000-E	SP	GENERIC STRUCTURE ITEM (LS) (PREFABRICATED STEEL PEDESTRIAN BRIDGE WITH REINFORCED CONCRETE DECK AT STA.17+73.00 -L2-)	1	LS	77700.00	77700.00
TOTAL OF DEDUCTS (LINE ITEM 3-5):							-178900.00

TOTAL FOR ALTERNATE (TOTAL OF ADDS MINUS TOTAL OF DEDUCTS): -27,900.00

Contractor Narron Contracting, Inc.

(Print)

C-5604JA

Holly Springs, North Carolina

SIGNATURE SHEET – BID

Prior to submitting this proposal, each Bidder shall carefully examine the site and familiarize (himself, themselves, itself) with the existing conditions on the project area affecting the cost of the work, and with the Contract documents (which includes Advertisement, the form of Proposal, form of Bid Bond, form of Contract (Agreement), Addenda (if any), General Conditions, Project Special Provisions (to include the required insurance limits and Technical Specifications), and form of Surety Bonds and plans, details, drawings, on file in Town Hall, hereby proposes to furnish all supervision, labor, equipment, materials and services required to construct and complete the Work, all in accordance with the above listed documents at and for the Contract sum as determined by the unit prices or lump sum bid for work in place for the items and quantities on the following pages.

The foregoing quantities shown in the Schedule of Prices are considered to be approximate only and are given as the basis for comparison of bids. The Engineer may increase or decrease the quantity of any item or portion of the work, or eliminate any item or portion of the work, as may be deemed necessary or expedient. An increase or decrease in the quantity of any item or elimination of any item will not be regarded as sufficient ground for an increase or decrease in any unit prices, nor in the time allowed for completion of the work, except as provided for in the contract.

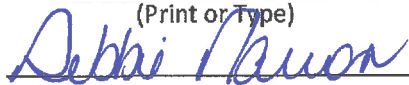
Section Numbers refer to the appropriate section of the 2018 Standard Specifications of the North Carolina Department of Transportation. PSP refers to the appropriate section of the Project Special Provisions.

Accompanying this Proposal is a Surety Bond with Warrant of Attorney to confess judgment, or other satisfactory surety, or Certified Check drawn on a responsible banking institute, payable to the order of the Town of Holly Springs for five percent of this Proposal is accepted and the undersigned shall fail to execute a Contract with the conditions of this Proposal, within ten (10) days after the Contract is mailed for execution, as provided in the Standard Specifications; otherwise, said deposit is to be returned to the undersigned.

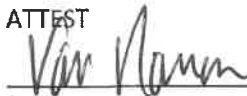
SIGNATURE OF BIDDER

Name of Firm: Narron Contracting, Inc.

(Print or Type)

Signature of Bidder:  (SEAL)

ATTEST


(Secretary, if Corporation)

Address of Bidder:

P.O. Box 909

(Print or Type)

Clayton, NC 27528

ACKNOWLEDGEMENT OF ADDENDA:

No.: #1Date: October 05, 2021

No.: _____

Date: _____

Contract No. _____

Rev. 11-1-12

County Wake

M-4

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 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.

SIGNATURE OF CONTRACTOR

Narron Contracting, Inc.

Full name of Corporation

P.O. Box 909 / Clayton, NC 27528

Address as Prequalified

Attest

Van Narron
Secretary/Assistant Secretary
Select appropriate title

By

Debbie Narron
President/Vice President/Assistant Vice President
Select appropriate title

Van Narron

Print or type Signer's name

Debbie Narron

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

12th day of October 2021.

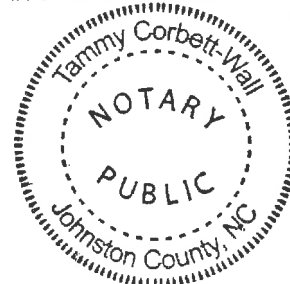
Tammy Corbett-Wall
Signature of Notary Public

of Johnston County

State of North Carolina

My Commission Expires: March 01, 2026

NOTARY SEAL



Contract No. _____

Rev. 11-1-12

County Wake

M-4

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Municipality, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

Contract No. _____
County Wake

M-4

Rev. 11-1-12

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

**STATE OF NORTH CAROLINA
E-VERIFY AFFIDAVIT
COUNTY OF WAKE TOWN OF HOLLY SPRINGS**

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the Town of Holly Springs;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

X After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

___ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

X After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

___ Employ less than twenty-five (25) employees in the State of North Carolina.

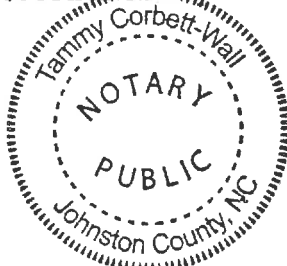
Specify subcontractor: _____

This the 12th day of October, 2021.


Affiant

Sworn to and subscribed before me, this the 12th day of October, 2021.

[OFFICIAL SEAL]



 Notary Public

My Commission Expires: March 01, 2026

Contract No.
County

Wake

Rev. 7-25-17

BID BOND
CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Narron Contracting, Inc.
Full name of Corporation

P.O. Box 909 / Clayton, NC 27528
Address as prequalified

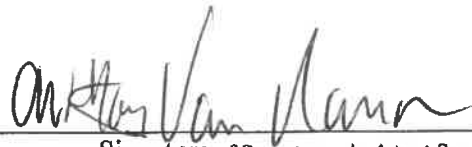
By


Signature of President, Vice President, Assistant Vice President
Select appropriate title

Debbie Narron
Print or type Signer's name

Affix Corporate Seal

Attest


Signature of Secretary, Assistant Secretary
Select appropriate title

Van Narron
Print or type Signer's name

M-2

LISTING OF DBE SUBCONTRACTORS				Sheet 1 of 1
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Narron Contracting, Inc. Address P.O. Box 909 Clayton, NC 27528	7	Grading	212000.00	212000.00
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor \$ 212,000.00

Percentage of Total Contract Bid Price 15 %

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

Rev 11-4-13

222

STATE OF NORTH CAROLINA
TOWN OF HOLLY SPRINGS
HOLLY SPRINGS, NC

BID BOND

Principal: Narron Contracting, Inc.
Name of Principal Contractor
Surety: North American Specialty Insurance Company
Name of Surety
Contract Number: Utley Creek Greenway Connection County: Wake
Date of Bid: October 12, 2021

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the TOWN OF HOLLY SPRINGS in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the TOWN OF HOLLY SPRINGS shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the TOWN OF HOLLY SPRINGS makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the TOWN OF HOLLY SPRINGS as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the 12th day of October, 2021



North American Specialty Insurance Company
Surety
By Angela Y. Buckner
General Agent or Attorney-in-Fact Signature
Angela Y. Buckner Attorney-in-Fact
Print or type Signer's Name
Surety Phone No. 603-644-6600

TIP No.
County

Utle Creek Greenway Connection
Wake

Rev. 11-1-12

BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Narron Contracting, Inc.

Full name of Corporation

PO Box 909, Clayton, NC 27528

Address as prequalified

By



Signature of President, Vice President, Assistant Vice President
Select appropriate title



Print or type Signer's name

Affix Corporate Seal

Attest



Signature of Secretary, Assistant Secretary
Select appropriate title



Print or type Signer's name

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Angela Y. Buckner

Principal: Narron Contracting, Inc.
Obligee: TOWN OF HOLLY SPRINGS
Bond Description: Utley Creek Greenway Connection

Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook SS:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of October, 2021.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



Advertised: September 14, 2021
Addendum No.1: October 5, 2021

ADDENDUM NO.1
C-5604JA UTLEY CREEK GREENWAY CONNECTION PROJECT
TOWN OF HOLLY SPRINGS PROJECT NO. 14-021

I. Addressed Contractor Questions/Comments:

Item 1:

- Project Manual, Invitation to Bid, addition of Pages 231-245, Applications for Progress Payment.

ITEM 1 AS SHOWN ABOVE IS HEREBY INCORPORATED INTO THE PROJECT SPECIFICATIONS, AND ALL REFERENCED REVISIONS TO THE PROJECT DRAWINGS ARE HEREBY INCORPORATED INTO PROJECT DRAWINGS.

II. Acknowledgement of Addendum

Bidder is reminded to acknowledge receipt of this Addendum No. 1, dated October 5th, 2021, on page F-1 of the Bid Proposal.

III. Reminder to Bidders of the Required Bid Form

Bidder is reminded of the Project requirement that was stated on the Signature Sheet – Bid:

“Prior to submitting this proposal, each Bidder shall carefully examine the site and familiarize (himself, themselves, itself) with the existing conditions on the project area affecting the cost of the work, and with the Contract documents (which includes Advertisement, the form of Proposal, form of Bid Bond, form of Contract (Agreement), **Addenda** (if any), General Conditions, Project Special Provisions (to include the required insurance limits and Technical Specifications), and form of Surety Bonds and plans, details, drawings, on file in Town Hall, hereby proposes to furnish all supervision, labor, equipment, materials and services required to construct and complete the Work, all in accordance with the above listed documents at and for the Contract sum as determined by the unit prices or lump sum bid for work in place for the items and quantities on the following pages.”

This Addendum No. 1 is submitted this 5th day of October, 2021.

Please contact me with any questions or comments in this regard.

Thank you,

A handwritten signature in blue ink, reading "Dirk Siebenbrodt".

Dirk Siebenbrodt, P.E.
Project Engineer
Utilities & Infrastructure Department
Town of Holly Springs
128 South Main Street
Holly Springs, NC 27540
Tel.: (919) 557-3931
Email: dirk.siebenbrodt@hollyspringsnc.gov

cc: Kendra D. Parrish, PE, CFM, Executive Director of Utilities
Aaron S. Levitt, PE, Principal Engineer
Project file paper/electronic/correspondence file

Utley Creek Greenway Connection, NCDOT TIP: C-5604JA
TOHS Project 14-021

Line #	Item #	Sec #	ITEM DESCRIPTION	UNIT	QUANTITY
1	0000100000-N	800	MOBILIZATION	LS	1
2	0000400000-N	801	CONSTRUCTION SURVEYING	LS	1
3	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM (EA)(COLLAPSIBLE BOLLARD)	EA	5
4	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM (EA)(FIXED BOLLARD)	EA	6
5	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM (EA)(LITTER RECEPTACLES)	EA	3
6	0000930000-E	SP	GENERIC MISCELLANEOUS ITEM (LF)(TIMBER RAILING)	LF	575
7	0043000000-N	226	GRADING	LS	1
8	0050000000-E	226	SUPP CLEARING & GRUBBING	ACR	1
9	0057000000-E	226	UNDERCUT EXCAVATION	CY	700
10	0192000000-N	260	PROOFROLLING	HR	1
11	0194000000-E	265	SELECT GRANULAR MATERIAL, CLASS III	CY	700
12	0196000000-E	270	GEOTEXTILE SOIL STABILIZATION	SY	1100
13	0318000000-E	300	FND CONDIT MATL MINOR STRS	TON	30
14	0320000000-E	300	FND CONDIT GEOTEXTILE	SY	90
15	0335200000-E	305	15" DRAINAGE PIPE CULVERTS	LF	204
16	0335850000-E	305	48" DRAINAGE PIPE CULVERTS	LF	64
17	1220000000-E	545	INCIDENTAL STONE BASE	TON	50
18	1498000000-E	610	ASP CONC INTR CRS I19.0C	TON	600
19	1519000000-E	610	ASP CONC SURF CRS S9.5B	TON	300
20	1575000000-E	620	ASP FOR PLANT MIX	TON	50
21	2209000000-E	838	ENDWALLS	CY	7.5
22	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	EA	4
23	2364000000-N	840	FRAME WITH TWO GRATES, STD. 840.16	EA	4
24	2472000000-N	840	GENERIC DRAINAGE ITEM (EA)FRENCH DRAIN	EA	1
25	2605000000-N	848	CONCRETE CURB RAMPS	EA	5
26	2830000000-N	858	ADJ MANHOLES	EA	1
27	3628000000-E	876	RIP RAP, CLASS I	TON	50
28	3649000000-E	876	RIP RAP, CLASS B	TON	310
29	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	SY	2200
30	4025000000-E	901	CONTR FURN, TYPE ***SIGN (E)	SF	125
31	4072000000-E	903	SUPPORT, 3-LB STEEL U-CHANNEL	LF	116
32	4082000000-E	903	SUPPORT, WOOD	LF	63
33	4102000000-N	904	SIGN ERECTION, TYPE E	EA	20
34	4273000000-N	907	GENERIC SIGNING ITEM (EA)PROJECT IDENTIFICATION SIGN	EA	1
35	4363000000-N	SP	GENERIC SIGNING ITEM (LF)SUPPORT, STEEL	LF	21
36	4710000000-E	1205	24" WIDE THERMO 120 MILS	LF	130
37	4810000000-E	1205	PAINT PVMT MARKINGS 4"	LF	60
38	5045000000-N	1404	LIGHT STANDARDS, TYPE MTLs(MH 16", AL 4")	EA	2
39	5070000000-N	SP	STANDARD FOUNDATION(TYPE RI)	EA	2
40	5080000000-N	SP	LIGHT STANDARD LUMINAIRE(TYPE RDW 25W LED)	EA	2
41	5150000000-E	1409	ELECTRICAL DUCT, TYPE BR (SURFACE MOUNT), SIZE 3/4"	LF	324
42	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD (BURIED), SIZE 2"	LF	75
43	5170000000-E	1410	2 - #8 W/G FEEDER CIRCUIT IN 3/4" CONDUIT	LF	972
44	5205000000-E	1410	2 - #8 W/G FEEDER CIRCUIT IN 2" CONDUIT	LF	225
45	5240000000-N	1411	ELECTRICAL JUNCTION BOXES(PC18)	EA	4
46	5240000000-N	1411	ELECTRICAL JUNCTION BOXES(PC36)	EA	1
47	5240000000-N	1411	ELECTRICAL JUNCTION BOXES(BR4)	EA	4
48	5270000000-N	SP	GENERIC LIGHTING ITEM(LED UNDERPASS LUMINAIRE)	EA	5
49	5270000000-N	SP	GENERIC LIGHTING ITEM(POWER RISER)	EA	1
50	6000000000-E	1605	TEMPORARY SILT FENCE	LF	5630
51	6006000000-E	1610	EROS CONTRL STONE CL A	TON	125
52	6009000000-E	1610	EROS CONTRL STONE CL B	TON	480
53	6012000000-E	1610	SEDIMENT CONTROL STONE	TON	1255
54	6015000000-E	1615	TEMPORARY MULCHING	ACR	5.5
55	6018000000-E	1620	SEED FOR TEMP SEEDING	LB	500
56	6021000000-E	1620	FERT FOR TEMP SEEDING	TON	3
57	6029000000-E	SP	SAFETY FENCE	LF	200
58	6030000000-E	1630	SILT EXCAVATION	CY	450
59	6036000000-E	1631	MATTING FOR EROS CONTROL	SY	545
60	6037000000-E	SP	COIR FIBER MAT	SY	100
61	6038000000-E	SP	PERM SOIL REINF MAT	SY	440
62	6042000000-E	1632	1/4" HARDWARE CLOTH	LF	425
63	6045000000-E	SP	15" TEMPORARY PIPE	LF	70
64	6046000000-E	1636	TEMPORARY PIPE FOR STREAM		

UNIT COST	TOTAL
\$80,000.00	\$80,000.00
\$46,000.00	\$46,000.00
\$4,500.00	\$22,500.00
\$4,500.00	\$27,000.00
\$2,500.00	\$7,500.00
\$55.00	\$31,625.00
\$300,000.00	\$300,000.00
\$4,200.00	\$4,200.00
\$35.00	\$24,500.00
\$250.00	\$250.00
\$35.00	\$24,500.00
\$5.00	\$5,500.00
\$50.00	\$1,500.00
\$8.00	\$720.00
\$75.00	\$15,300.00
\$285.00	\$18,240.00
\$45.00	\$2,250.00
\$160.00	\$96,000.00
\$160.00	\$48,000.00
\$550.00	\$27,500.00
\$2,000.00	\$15,000.00
\$3,000.00	\$12,000.00
\$950.00	\$3,800.00
\$2,500.00	\$2,500.00
\$5,000.00	\$25,000.00
\$1,500.00	\$1,500.00
\$150.00	\$7,500.00
\$135.00	\$41,850.00
\$6.00	\$13,200.00
\$18.00	\$2,250.00
\$10.00	\$1,160.00
\$25.00	\$1,575.00
\$225.00	\$4,500.00
\$2,500.00	\$2,500.00
\$18.00	\$378.00
\$75.00	\$9,750.00
\$3.50	\$210.00
\$4,750.00	\$9,500.00
\$1,850.00	\$3,700.00
\$1,125.00	\$2,250.00
\$35.00	\$11,340.00
\$40.00	\$3,000.00
\$2.25	\$2,187.00
\$5.00	\$1,125.00
\$975.00	\$3,900.00
\$2,600.00	\$2,600.00
\$1,350.00	\$5,400.00
\$900.00	\$4,500.00
\$15,125.00	\$15,125.00
\$4.00	\$22,520.00
\$135.00	\$16,875.00
\$135.00	\$64,800.00
\$50.00	\$62,750.00
\$900.00	\$4,950.00
\$5.00	\$2,500.00
\$1,800.00	\$5,400.00
\$4.50	\$900.00
\$20.00	\$9,000.00
\$5.00	\$2,725.00
\$8.00	\$800.00
\$9.00	\$3,960.00
\$15.00	\$6,375.00
\$60.00	\$4,200.00
\$80.00	\$2,000.00
\$800.00	\$1,600.00
\$12.00	\$780.00
\$900.00	\$900.00
\$5,000.00	\$30,000.00
\$150.00	\$900.00
\$5.00	\$500.00
\$2,500.00	\$625.00
\$5.00	\$750.00
\$1,200.00	\$4,800.00
\$140.00	\$4,620.00
\$95.00	\$950.00
\$50.00	\$650.00
\$1,300.00	\$5,200.00
\$30,000.00	\$30,000.00
\$35,000.00	\$35,000.00
\$15.00	\$15,000.00
\$3,800.00	\$121,600.00
\$7,500.00	\$7,500.00
\$7,500.00	\$7,500.00
\$10.00	\$45,670.00
\$45.00	\$4,725.00
\$300.00	\$3,600.00
\$90,000.00	\$90,000.00
\$90,000.00	\$90,000.00
	\$1,705,010.00
	172.79%

FSC II, LLC dba Fred Smith Company	
UNIT COST	TOTAL
\$77,000.00	\$77,000.00
\$40,000.00	\$40,000.00
\$1,600.00	\$8,000.00
\$1,500.00	\$9,000.00
\$1,450.00	\$4,350.00
\$94.00	\$54,050.00
\$374,179.97	\$374,179.97
\$7,500.00	\$7,500.00
\$30.00	\$21,000.00
\$1,000.00	\$1,000.00
\$51.30	\$35,910.00
\$2.00	\$2,200.00
\$55.00	\$1,650.00
\$2.00	\$180.00
\$81.00	\$16,524.00
\$240.00	\$15,360.00
\$57.93	\$2,896.50
\$98.08	\$58,848.00
\$127.00	\$38,100.00
\$580.00	\$29,000.00
\$2,700.00	\$20,250.00
\$3,000.00	\$12,000.00
\$1,100.00	\$4,400.00
\$5,000.00	\$5,000.00
\$2,800.00	\$14,000.00
\$2,050.00	\$2,050.00
\$150.00	\$7,500.00
\$75.00	\$23,250.00
\$2.00	\$4,400.00
\$14.75	\$1,843.75
\$8.50	\$986.00
\$17.95	\$1,130.85
\$110.00	\$2,200.00
\$620.00	\$620.00
\$12.75	\$267.75
\$16.00	\$2,080.00
\$5.00	\$300.00
\$3,800.00	\$7,600.00
\$1,250.00	\$2,500.00
\$650.00	\$1,300.00
\$25.00	\$8,100.00
\$25.00	\$1,875.00
\$1.25	\$1,215.00
\$1.25	\$281.25
\$680.00	\$2,720.00
\$1,600.00	\$1,600.00
\$1,000.00	\$4,000.00
\$625.00	\$3,125.00
\$12,500.00	\$12,500.00
\$2.35	\$13,230.50
\$60.00	\$7,500.00
\$40.00	\$19,200.00
\$35.00	\$43,925.00
\$750.00	\$4,125.00
\$5.00	\$2,500.00
\$1,400.00	\$4,200.00
\$1.95	\$390.00
\$30.00	\$13,500.00
\$7.50	\$4,087.50
\$10.00	\$1,000.00
\$8.00	\$3,520.00
\$6.95	\$2,953.75
\$70.00	\$4,900.00
\$25.00	\$625.00
\$1,700.00	\$3,400.00
\$12.00	\$780.00
\$3,800.00	\$3,800.00
\$1,500.00	\$9,000.00
\$125.00	\$750.00
\$8.00	\$800.00
\$1,800.00	\$450.00
\$6.00	\$900.00
\$1,500.00	\$6,000.00
\$480.00	\$15,840.00
\$100.00	\$1,000.00
\$100.00	\$1,300.00
\$1,270.00	\$5,080.00
\$66,013.46	\$66,013.46
\$5,000.00	\$5,000.00
\$42.73	\$42,730.00
\$4,000.00	\$128,000.00
\$25,000.00	\$25,000.00
\$25,000.00	\$25,000.00
\$6.00	\$27,402.00
\$43.00	\$4,515.00
\$200.00	\$2,400.00
\$63,974.93	\$63,974.93
\$63,974.93	\$63,974.93
	\$1,574,610.14
	159.57%

[illegible][illegible]

LINE ITEM			ITEM DESCRIPTION	UNIT	QUANTITY
1			GENERIC STRUCTURE ITEM (LS) (PREFABRICATED STEEL PEDESTRIAN BRIDGE WITH TREATED TIMBER DECK AT STA.13+50.00 -L1-)	LS	1
	8860000000-E	SP			
2			GENERIC STRUCTURE ITEM (LS) (PREFABRICATED STEEL PEDESTRIAN BRIDGE WITH TREATED TIMBER DECK AT STA.17+73.00 -L2-)	LS	1
	8860000000-E	SP			
			ALTERNATE BID TOTAL OF ADDS (Line Item 1-2)		

Lanier Construction Co., Inc.	
UNIT COST	TOTAL
\$110,000.00	\$110,000.00
\$110,000.00	\$110,000.00
	\$220,000.00

FSC II, LLC dba Fred Smith Company	
UNIT COST	TOTAL
\$84,250.00	\$84,250.00
\$84,250.00	\$84,250.00
	\$168,500.00

Narron Contracting, Inc.	
UNIT COST	TOTAL
\$75,500.00	\$75,500.00
\$75,500.00	\$75,500.00
	\$151,000.00

Engineer's Estimate	
UNIT COST	TOTAL
\$73,100.00	\$73,100.00
\$73,100.00	\$73,100.00
	146,200.00

LINE ITEM			ITEM DESCRIPTION	UNIT	QUANTITY
3	8154000000-E	420	REINFORCED CONCRETE DECK SLAB	SF	1000
4			GENERIC STRUCTURE ITEM (LS) (PREFABRICATED STEEL PEDESTRIAN BRIDGE WITH REINFORCED CONCRETE DECK AT STA.13+50.00 -L1-)		
	8860000000-E	SP		LS	1
5			GENERIC STRUCTURE ITEM (LS) (PREFABRICATED STEEL PEDESTRIAN BRIDGE WITH REINFORCED CONCRETE DECK AT STA.17+73.00 -L2-)		
	8860000000-E	SP		LS	1
			ALTERNATE BID TOTAL OF DEDUCTS (Line Item 3-5)		

Lanier Construction Co., Inc.	
UNIT COST	TOTAL
\$15.00	\$15,000.00
\$90,500.00	\$90,500.00
\$90,500.00	\$90,500.00
	\$196,000.00

FSC II, LLC dba Fred Smith Company	
UNIT COST	TOTAL
\$42.73	\$42,730.00
\$63,974.93	\$63,974.93
\$63,974.93	\$63,974.93
	\$170,679.86

Narron Contracting, Inc.	
UNIT COST	TOTAL
\$23.50	\$23,500.00
\$77,700.00	\$77,700.00
\$77,700.00	\$77,700.00
	\$178,900.00

Engineer's Estimate	
UNIT COST	TOTAL
\$40.00	\$40,000.00
\$69,200.00	\$69,200.00
\$69,200.00	\$69,200.00
	178,400.00

	ALTERNATE BID TOTAL OF ADDS MINUS TOTAL OF DEDUCTS:	\$24,000.00	-\$2,179.86	-\$27,900.00	-\$32,200.00
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BASE BID + ALTERNATE BID	\$1,729,010.00	\$1,572,430.28	\$1,429,745.96	\$954,557.47
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Note:

Unit Bid Prices are the actual prices received by the County on the 3rd Day of Oct. 2021





October 13, 2021

Kendra D. Parrish, PE
Executive Director of Utilities & Infrastructure Services
PO Box 8
128 S Main Street
Holly Springs, NC 27540

**RE: Recommendation of Award
C-5604JA Utley Creek Greenway Connection, TOHS Project No. 14-021**

Dear Kendra,

Bids were opened for the above-named project on 10/13/21. Based on the Certified Bid Tabulation from the October 13, 2021 bid opening, after reviewing the bid bond, and completing the full evaluation form 12023, it appeared that Narron Contracting, Inc. was the apparent low bidder for the Utley Creek Greenway Connection Project with a base bid of **\$1,457,645.96** and an alternate bid of \$1,429,745.96.

After further review, Town staff has decided to remain with the base bid, although it is \$27,900 over the alternate bid. This decision is based on the fact that the base bid includes concrete decking for its greenway bridges versus the timber decking in the alternate bid and therefore provides a more durable decking surface that will not need replacement as early as timber decking.

Therefore, I recommend awarding the Utley Creek Greenway Connection Project to Narron Contracting Inc. for the total amount of **\$1,610,000** (including 10% contingency of **\$152,354.04**).

Please let me know if you have any questions or concerns. Thank you.

Sincerely,

Dirk Siebenbrodt, P.E.
Project Engineer

DS/dra

Cc: Randy Harrington, Town Manager
Scott Chase, Assistant Town Manager
John Schifano, Town Attorney
Aaron Levitt, PE, Principal Engineer
Project file paper/electronic/correspondence

Town of Holly Springs
CONTRACT FOR PROFESSIONAL SERVICES
Holly Springs – Utley Creek Greenway C-5604JA – Construction Engineering and Inspection
Services

This contract is made and entered into as of the _____ of _____ **2021**, by the Town of Holly Springs ("Town") and SEPI Engineering & Construction ("Consultant"), organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose.

- A. The Town of Holly Springs wishes to engage a professional engineering firm to provide engineering services for project construction engineering and inspection and construction materials testing services (herein called Services) for the following project:
- B.

**Holly Springs – Utley Creek Greenway (C-5604JA) Construction Engineering
and Inspection Service Holly Springs, NC**

The Town of Holly Springs has selected the Consultant to provide said services.

- C. The Consultant has demonstrated evidence of experience, ability, competence, and reputation to perform such Professional Engineering Services.

The Town and Consultant, for consideration hereinafter stipulated, mutually agree the Consultant will perform the Professional Engineering Services required to provide construction engineering, inspection, and materials testing services on the aforementioned projects descriptions.

Sec. 2. Services and Scope to be performed.

A. General

1. Commencement of Work: Work under this contract shall commence as soon as possible.
 - a. The Consultant shall submit a proposed time schedule indicating estimated dates for beginning and completing the scope of work with percentages associated with the percent of work represented.
 - b. Any alteration or modifications of the work performed under this contract shall be made only after written agreement between the Consultant and the Town Project Representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.
2. Public Relations: The Towns to provide project information to affected property owners and businesses prior to the commencement of work.
3. Supervision: The contract will be under the direct supervision of the Town's Project Representative. Consultant shall consult with the Project Representative concerning details of

scheduling of all work.

B. Work Included in this section

Work to be completed by the Town of Holly Springs

1. The Town will provide the Consultant all available information on the project history and intent, including but not limited to NCDOT agreements, property owner contacts and project commitments.
2. The Town will provide to the Consultant all previous performed survey or conceptual design data for the project. The Town will facilitate acquiring such information from other engineering or surveying firms. The Town will provide to the Consultant a set of the Project Plans and Project Specifications (Project Manual) approved for Construction.
3. The Town will provide and/or advise the Consultant of all relative Town policies and procedures which will affect the composition, structure and organization of the contract documents.

Work to be completed by the Consultant

1. The Consultant shall be responsible for providing Services required for construction engineering and inspection services. Specific tasks anticipated in the completion of these services are included in Attachment A – Scope of Services.

C. Care

1. All Services will be performed in a professional manner consistent with current industry standards. The Consultant will be responsible for the accuracy and thoroughness of the services and deliverables. The Consultant will be responsible for servicing the construction documents as needed to satisfy the intent of this Contract. Work beyond the Scope of Services defined herein will be handled as additional services and will require Town approval and authorization prior to prosecution.
2. All Services shall be performed in accordance with the established standard procedures and practices of the Town. The Town shall provide and/or advise the Consultant of all relative Town's policies and procedures which will affect the composition, structure and organization of the contract documents.
3. All Services shall be performed in accordance with the established standard procedures and practices of the NCDOT as it relates to work within the NCDOT Right-of-Way. Prior to furnishing any Services, the Consultant shall be familiar with those departmental standard procedures and practices as set forth in the Project Special Provisions, NCDOT Standard Specifications (2012), Design Standard Drawings, and Construction Manual with informal procedures and practices for encroachments used by NCDOT.

D. Traffic Control

1. When performing field work on or adjacent to public streets or roadways, the construction contractor shall be solely responsible for pedestrian and vehicular safety and control within

the project site and provide the necessary warning devices, barricades and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the Town of Holly Springs in coordination with the appropriate departments. Traffic control design and plans is the sole responsibility of the Construction contractor and shall be accomplished in conformance with the MUTCD (Manual on Uniform Traffic Control Devices).

E. Applicable Specifications and Standards

1. NCDOT Standard Specifications for Roads and Structures, July 2018
2. NCDOT Roadway Standard Drawings, July 2018
3. 2018 North Carolina Supplement to the Manual on Uniform Traffic Control Devices.
4. Project Special Provisions

F. Submittals

Consultant shall submit the following:

1. The list will be included in Attachment A: Scope of Services

G. Deliverables

1. The list will be included in Attachment A: Scope of Services

H. Other

I. Completion

1. The project will be deemed complete by the delivery of the following:
 - a. Contractor has finished tasks outlined in the projects scope
 - b. Final as built drawings for review
 - c. All project field records including daily diaries, pay records, and materials received reports

Sec. 3 Complete Work without Extra Cost. Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all CEI labor, materials & testing, equipment for material & testing, transportation to perform the work.

Sec. 4. Compensation. Your total contract award shall not exceed **\$176,030.28** with a duration of Two-Hundred and Forty (**240**) consecutive calendar days from Notice to Proceed. Compensation for the project will be on an hourly basis for labor in accordance with the rates established in the Fee Estimate included herein Attachment B and as approved by the Town. Direct Costs will be compensated at the established rates in the Fee Estimate. Invoices will be submitted electronically to the Town on a monthly basis with payment due NET 30 upon receipt and acceptance.

Sec. 5. Consultant's Billings to Town. Consultant shall submit original pay requests to the Town project

manager by the first week of each month to expedite payment. It is suggested that the consultant meet with the City's project manager prior to submitting the pay request to verify work completed, and amount of the invoice. The pay request shall contain the following items:

- a. Project Identification
- b. Consultant Identification
- c. Client Information
- d. Purchase Order Number
- e. Vendor Number
- f. Date of Invoice
- g. Invoice Number
- h. Work period for this invoice
- i. Request for payment this invoice
- j. Remaining balance for project
- k. Hours worked

Upon receipt of the above the Town will verify the amounts and if all of the forms are correct and the amounts correct, the Consultant can expect payment 30 days after invoice.

Sec. 6. Insurance.

The Consultant awarded this contract will be required to furnish the Town of Holly Springs evidence of Insurance coverage for the following: Workman's Compensation, Commercial General Liability, Business Auto Liability and Professional Liability Insurance.

SEPI maintains Workers Compensation Insurance and General Liability Insurance coverage of \$2,000,000 for our Firm. SEPI will provide proof of insurance.

Town Clerk and Finance Officer of City

Client Name: Town of Holly Springs
Contact Name: Dirk Siebenbrodt, PE
Address: P. O. Box 8 – 128 South Main
Street, Holly Springs, NC 27540

Sec. 7. Performance of Work by Town. If the Consultant fails to perform the Work in accordance with the schedule referred to in Sec. 2. above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the Town shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Attachments. The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: Scope of Work (Including Submittals/Deliverables)
Attachment B: Fee Estimate

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment which materially alters the standard terms contained herein must be reviewed pursuant to the City's Contract Review Procedure.

Sec. 9. Notice.

- (a) All notices and other communications required or permitted by this contract shall be in writing, and shall be given either by email, personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

Owner:

Town of Holly Springs
Town Manager
Address: P. O. Box 8 – 128 South Main
Holly Springs, NC 27540

To the Consultant:

Neil Lassiter
Program Manager
1 Glenwood Avenue
Suite 600
Raleigh, NC 27603
919-789-9977
nlassiter@sepiinc.com

- (b) Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 10. Indemnification. To the maximum extent allowed by law, the Consultant shall defend, indemnify,

and save harmless the Town of Holly Springs, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Consultant or sub-Consultants or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Town its agents, officers, or employees. In performing its duties under this section, the Consultant shall at its sole expense defend the Town of Holly Springs, its agents, officers, and employees with legal counsel reasonably acceptable to the City. As used in this subsection - "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Sec. 11. Miscellaneous.

(a) EEO Provisions. During the performance of this Contract the Consultant agrees as follows:

The Consultant shall not discriminate against any employee or applicant for employment because of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability. The Consultant shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability.

(b) No Third Party Right Created. This contract is intended for the benefit of the Town and the Consultant And not any other person.

(c) Principles of Interpretation. In this contract, unless the context requires otherwise: (I) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(d) Modifications. A modification of this contract is not valid unless signed by both parties.

IN WITNESS WHEREOF, the Town of Holly Springs and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

Town of Holly Springs:

Town Manager

SEPI Engineering & Construction:

**C. E. Lassiter, Jr., PE
Senior Vice President**

By: _____
Signature

Print

By: _____
Signature

Print

Witness:

By: _____
Signature

Print

Witness:

By: _____
Signature

Print

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

(Signature of Finance Officer)

Town of Holly Springs

Attachment A



RALEIGH

1 Glenwood Ave
Suite 600
Raleigh, NC 27603
O: 919.789.9977
F: 919.789.9591

CHARLOTTE

11020 David Taylor Dr
Suite 300
Charlotte, NC 28262
O: 704.714.4880
F: 704.714.4885

WILMINGTON

5030 New Centre Dr
Suite B
Wilmington, NC 28403
O: 910.523.5715
F: 910.523.5716

CHARLESTON

460 King St
Suite 200
Charleston, SC 29403
O: 843.804.8486
F: 843.203.9049

BEAUFORT

2015 Boundary St
Suite 233
Beaufort, SC 29902
O: 843.929.6854

July 8, 2021

Dirk Siebenbrodt, PE
Project Engineer
Utilities and Infrastructure Unit
Town of Holly Springs
PO Box 8
128 South Main Street
Holly Springs, NC 27540

Subject: **Holly Springs – Utle Creek Greenway - (C-5604JA) - Construction Engineering and Inspection Services – Holly Springs, NC**

Dear Mr. Hypes,

SEPI Engineering & Construction, Inc. (SEPI) is pleased to provide the **Town of Holly Springs** with a scope and fee proposal for Professional Construction Engineering and Inspection Services for the **Holly Springs Utle Creek Greenway (C-5604JA) Project**. This estimate is based upon our understanding of the project information and scope of work as provided by the **Town of Holly Springs**.

SEPI offers our clients a wide spectrum of services and we pride ourselves on being a full-service civil engineering and construction management firm with a 20-year history of providing professional engineering consulting services throughout North Carolina and the southeastern United States. Our services include site/civil engineering; land planning; surveying; environmental; planning; roadway design; traffic engineering; water resources; environmental remediation; construction engineering and inspection; and operations and maintenance. Our multi-disciplined structure enables SEPI to provide full consulting services for every step of a project from inception to implementation. SEPI is a certified Women's Business Enterprise (WBE) in North Carolina, South Carolina, and Florida. Our corporate office is located in Raleigh, with branch offices located in Wilmington NC, Charlotte NC, Charleston SC, and Beaufort SC.

Scope and Fee

Our scope of services includes your potential desire to have selected construction management duties, material verification, materials testing, claims avoidance, and project closeout associated with this project, performed to minimum NCDOT specifications. The scope of this project would include the following:



- * Standard proctor value on the subgrade;
- * In place density testing on the subgrade in accordance with NCDOT protocols;
- * In place density testing on the aggregate base in accordance with NCDOT protocols;
- * Preparation of 7 and 28 day cylinders and strength testing of field samples of concrete samples;
- * Nuclear gauge density testing of asphalt. In the event nuclear gauge is not used, asphalt cores will be taken;
- * Conduct all concrete field testing (which includes concrete air entrainment and concrete slump);
- * Produce concrete test cylinders and deliver to third party laboratory for testing. We have provided an estimate of cost to perform these services and is included in this fee proposal;
- * Perform sampling for all appropriate materials on the project;
- * Monitor sedimentation and erosion control devices and document revisions to include in project "as-builts";
- * Monitor traffic control plans for compliance;
- * Monitor utility conflicts and relocations;
- * Inspect asphalt repair/laydown operations;
- * Maintain daily project documentation in accordance with minimum NCDOT standards;
- * Perform claims avoidance for client;
- * Provide project closeout.

SEPI construction technicians will have all equipment necessary to conduct their work in their possession at all times. All equipment will be well maintained, recently calibrated, and in good working order. SEPI will provide appropriate vehicle for requirements of project. SEPI will provide reliable computer with WIFI capability.

The Construction Technician has the ability to inspect construction phases for roadway/structure construction projects under the direct supervision of the SEPI construction project manager but also responds to inquiries from **TOHS staff**, or other supervisory personnel. The work by the Construction Technician is predicated upon the requirement to act and make decisions in coordination with the **Town** for all project issues and to foster partnering relationships with the **Town of Holly Springs**, contractors, the general public, or other project stakeholders. The Construction Technician will monitor the work of contractors to ensure quality control and contractor compliance of moderate complexity. The technician will perform on site construction materials sampling and testing. The inspector will be flexible in his responsibilities and will use the direction of the engineer to incorporate plan changes and/or non-conformance of the contractor. This technician also maintains diaries and other project documentation. The technician will also provide cost documentation of pay quantities accurately and in a manner satisfactory to the **Town** and in accordance with NCDOT standard procedures.

The SEPI Construction Manager's function is to manage the assigned elements of a construction project to assure quality of the contractor's compliance with the plans and contract documents, attend preconstruction meetings, attend monthly progress meetings, prepare reports, approve pay



applications from contractor, manage project personnel staffing, project inspection, claims avoidance, project closeout, and contract administration.

The fees noted below include travel time and management/coordination/ administration. Any direct expenses required beyond those considered customary will be reviewed with the **Town of Holly Springs** for approval prior to expense.

Introduction:

SEPI Engineering & Construction (SEPI) will be assisting the **Town of Holly Springs** on Construction Engineering and Inspection and Construction Materials Sampling and Testing services for the subject project.

Description of Work Required:

Based upon information provided by the **Town of Holly Springs**, a construction technician is needed for the inspection of the construction of the **Utley Creek Greenway Project in Holly Springs – (C-5604JA)**. Scope of work will include inspection of subgrades; compaction testing of fill soils; concrete material sampling and testing; nuclear gauge testing of aggregate base material and asphalt; trail grading inspection; drainage; monitoring sedimentation and erosion control devices; monitoring traffic control; monitor utility conflicts and relocations; inspection of asphalt repair/laydown; signage; pavement markings; pay verification of contract items; preparation of monthly pay estimates; conduct wage interviews; review Buy American Specifications; conduct payroll certifications; claims avoidance; project closeout; and provide technical support for items needed to certify project has been completed to FHWA requirements for reimbursement and in accordance to minimum **Town of Holly Springs** and NCDOT standards. Estimate has also been provided to perform on site construction material testing and sampling services in support of this project.

Scope of work also includes conducting Preconstruction Conference; conducting progress meetings; preparing minutes from said meetings; developing change orders; developing Requests for Information (RFIs); and negotiating contract revisions.

Project Administration:

- 1.1 General Administration
- 1.2 Project construction administration will be directed by the **Town of Holly Springs (TOHS)**
- 1.3 SEPI will take direction from **TOHS** on schedule;
- 1.4 SEPI will coordinate all contractor communications with **TOHS** Project Manager
- 1.5 SEPI fee is generally based upon on an average 40 hours/week. Actual time invoiced will be based upon time on the project and performing duties associated with **TOHS** project.



1.6 SEPI will observe and inspect project per project contract, plans, permits, NCDOT Standards and Specifications, and any governing **Town of Holly Springs** specifications.

General Design:

2.1 Project Quantities - SEPI will follow design plans (and any field plan revisions) to calculate quantities and document material received in accordance with NCDOT standard practices and will be based upon the latest version of the Standard Specifications and Project Special Provisions (2018).

2.2 Project Special Provisions - SEPI will observe and interpret the project special provisions for this project using the most current revisions in the contract document.

2.3 Engineering Review - SEPI will review contractor shop drawings but will not approve shop drawings. SEPI will review field installation procedures.

Construction Engineering and Inspection Services:

3.1 Daily Inspection - SEPI will observe daily operations of contractor per NCDOT standards and specifications.

3.2 Project Diaries - SEPI will document daily operations of contractor per NCDOT standards and specifications, and in accordance to the NCDOT Construction Manual with the approved daily report form. All needed forms will be identified prior to project to ensure correct documentation is used.

3.3 Materials Received - SEPI will record all material received per NCDOT standards specifications and in accordance with the NCDOT Construction Manual, unless otherwise noted.

3.4 Maintain Pay Record Book - SEPI will record and document pay items per NCDOT standards, specifications, and the NCDOT Construction Manual, unless otherwise noted.

3.5 Coordinate Material Testing - SEPI will coordinate all laboratory testing with a certified testing laboratory.

3.6 Subgrade Evaluation - SEPI will observe and inspect subgrade operations, including performing density tests.

3.9 Material Testing - where appropriate and identified by scope, SEPI will provide field testing per NCDOT standards and specifications and within frequencies specified in the NCDOT Minimum Sampling Guide. All testing technicians assigned to this project will be certified by NCDOT. Proof of NCDOT certifications will be provided to the **Town of Holly Springs Project Manager**.

QA/QC:

4.1 As part of SEPI's QA/QC process, SEPI's Project Manager will conduct project inspections to ensure compliance and quality of work.

4.2 On-Site PM Review - This will be done as needed for a documentation review

4.3 Coordination with job progress will be part of the QC process.

4.4 4 Progress Meetings will be held with **TOHS**, contractor, and other stakeholders.





Project Schedule:

5.1 SEPI will coordinate the monitoring of work associated with this project when the scope and fee is approved by **TOHS**.

Exclusions:

6.1 If additional services are needed, this will be further negotiated.

Invoicing:

7.1 SEPI will send invoices on a monthly basis.

Estimate

Our Labor Structure Fee Schedule is:

Refer to the attached NCDOT estimate spread sheet.

Scope of work will include compaction testing of fill soils, and either nuclear gauge testing or core samples of asphalt as needed. The SEPI inspector will provide concrete testing and inspection and lab testing services through our Sub-contractor for determining the compressive strength of the concrete. We will inspect grading; drainage; ABC base installation; asphalt surfacing and repair; utility installation; pavement markings and signage; seeding; and document control.

Construction Technician(s) – 1638 hours; Project Manager – 16 hours; Construction Materials Laboratory Testing \$5,000

Total Not-to-Exceed Cost with labor and directs - \$176,030.28

Construction technician time is based on a six-month (6) construction/closeout period.

Statement of Firm Being on Register.

SEPI is properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveys and carries the requested professional liability insurance coverage.

We have the financial capacity to undertake this assignment and have the accounting system to identify project costs accurately.





STATEMENT OF FIRM BEING ON REGISTER

SEPI is properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveys and carries the requested professional liability insurance coverage.

We have the financial capacity to undertake this assignment and have the accounting system to identify project costs accurately.

DATE OF MOST RECENT PRE-QUALIFICATION

SEPI has obtained its NCDOT Prequalification through 7/31/2021 for work codes 195 and 233. The SEPI Team will comply with all applicable federal, state, and local regulations regarding equal employment opportunity.

SEPI maintains Workers Compensation Insurance and General Liability Insurance coverage of \$2,000,000 for our Firm. Upon receipt of a Notice of Intent to Award (NIA) and/or Notice of Award, our team can provide Certificates of Insurance.

CONFIDENTIALITY

This proposal was prepared by SEPI solely for your internal use in evaluating SEPI's services. SEPI considers the pricing technical and business information containing in this estimate to be proprietary and confidential. This proposal and the information contained herein shall not be used for any purpose other as specifically stated above and shall not be disclosed to any other party without SEPI's prior written consent.

Sincerely,

C. E. "Neil" Lassiter, PE
Senior Vice-President - CEI Director





The return of this executed document will serve as the Notice to Proceed.

Accepted By:

Print: _____

Signature: _____

Date: _____



Attachment B

CEI and ALL TECHNICIAN/SCORE and ESTIMATE - (ORTH SHIRT PREMIUM) (N/A) (N/A) - STAND-ALONE or CRITICAL

Version: 2021.07.06 RJS

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PROFESSIONAL SERVICES MANAGEMENT UNIT												
Choose YES or NO to Hide/Unhide Appropriate Estimate Sheets as dictated by Task Order Scope.		Construction Engineering and Inspection (CEI) SEPI Engineering & Construction, Inc. Holly Springs - Utley Creek Greenway - C-5604JA - CEI LSC #XXXXXXXXXX										
		ENGINEERING AND INSPECTION TECHNICIANS										
		Regular Direct Labor										
	SEPI Engineering & Construction, Inc.	Prime Contractor	Technicians		\$	52,189.70	Prime CEI Tech Salary Cost	Prime CEI Tech Fee Cost				
	SEPI Engineering & Construction, Inc.	Prime Contractor	Overhead Audited -- FIELD	163.66%	\$	85,413.66	\$	137,603.36	\$	12,384.30		
	Bree & Associates, Inc.	Subcontractor1	Technicians		\$	3,600.00	Sub1 CEI Tech Salary Cost	Sub1 CEI Tech Fee Cost				
	Bree & Associates, Inc.	Subcontractor1	Overhead Audited -- FIELD	110.00%	\$	3,960.00	\$	7,560.00	\$	680.40		
	SUBCONTRACTOR2 NAME	Subcontractor2	Technicians		\$	-	Sub2 CEI Tech Salary Cost	Sub2 CEI Tech Fee Cost				
	SUBCONTRACTOR2 NAME	Subcontractor2	Overhead Audited -- FIELD		\$	-	\$	-	\$	-		
	SUBCONTRACTOR3 NAME	Subcontractor3	Technicians		\$	-	Sub3 CEI Tech Salary Cost	Sub3 CEI Tech Fee Cost				
	SUBCONTRACTOR3 NAME	Subcontractor3	Overhead Audited -- FIELD		\$	-	\$	-	\$	-		
	Subtotal					\$	145,163.36	\$	145,163.36	\$	13,064.70	
	Operating Margin (Fixed Fee Rate) (Usually 9%)					9.00%	\$	13,064.70				
	Subtotal					\$	158,228.06					
	SEPI Engineering & Construction, Inc.	TOTAL PREMIUM LABOR - Prime Contractor				\$	1,350.00	Prime TOTAL CEI Tech Cost	\$	151,337.66		
	Bree & Associates, Inc.	TOTAL PREMIUM LABOR - Subcontractor1				\$	-	Sub1 TOTAL CEI Tech Cost	\$	8,240.40		
	SUBCONTRACTOR2 NAME	TOTAL PREMIUM LABOR - Subcontractor2				\$	-	Sub2 TOTAL CEI Tech Cost	\$	-		
	SUBCONTRACTOR3 NAME	TOTAL PREMIUM LABOR - Subcontractor3				\$	-	Sub3 TOTAL CEI Tech Cost	\$	-		
	TOTAL DIRECT SALARY COST CEI TECHNICIANS					\$	159,578.06	\$ 159,578.06				
PROJECT MANAGEMENT/CONTRACT ADMINISTRATION												
	Position					Direct Labor						
	SEPI Engineering & Construction, Inc.	Prime Contractor	Project Manager		\$	928.96	Prime PM/CA Salary Cost	Prime PM/CA Fee Cost				
	SEPI Engineering & Construction, Inc.	Prime Contractor	Overhead	194.22%	\$	1,804.23	\$	2,733.19	\$	245.99		
	Bree & Associates, Inc.	Subcontractor1	Project Manager		\$	-	Sub1 PM/CA Salary Cost	Sub1 PM/CA Fee Cost				
	Bree & Associates, Inc.	Subcontractor1	Overhead	0.00%	\$	-	\$	-	\$	-		
	SUBCONTRACTOR2 NAME	Subcontractor2	Project Manager		\$	-	Sub2 PM/CA Salary Cost	Sub2 PM/CA Fee Cost				
	SUBCONTRACTOR2 NAME	Subcontractor2	Overhead		\$	-	\$	-	\$	-		
	SUBCONTRACTOR3 NAME	Subcontractor3	Project Manager		\$	-	Sub3 PM/CA Salary Cost	Sub3 PM/CA Fee Cost				
	SUBCONTRACTOR3 NAME	Subcontractor3	Overhead		\$	-	\$	-	\$	-		
	Subtotal					\$	2,733.19					
	Operating Margin (Fixed Fee Rate) (Usually 9%)					9.00%	\$	245.99	\$	2,733.19	\$	245.99
	TOTAL DIRECT SALARY COST PM/CA					\$	2,979.18	\$ 2,979.18				

APPENDIX D (continued)

PROJECT DIRECT EXPENSES			
TOTAL DIRECT EXPENSES	\$	13,076.40	
AGREEMENT COSTS AND FEES SUMMARY			
Direct Salary Cost CEI Technicians	\$	159,578.06	
Direct Salary Cost Project Management/Contract Administration	\$	2,979.18	
Project Direct Expenses	\$	13,076.40	
TOTAL AGREEMENT COSTS AND FEES	\$	176,633.64	
SEPI Engineering & Construction, Inc	Facilities Cost of Capital (Prime Contractor TECHNICIANS) FIELD	0.760%	\$ 396.64
SEPI Engineering & Construction, Inc	Facilities Cost of Capital (Prime Contractor PROJECT MANAGER) HOME		\$ -
Bree & Associates, Inc.	Facilities Cost of Capital (Subcontractor 1 TECHNICIANS) FIELD	0.000%	\$ -
Bree & Associates, Inc.	Facilities Cost of Capital (Subcontractor 1 PROJECT MANAGER) HOME		\$ -
SUBCONTRACTOR2 NAME	Facilities Cost of Capital (Subcontractor 2 TECHNICIANS) FIELD		\$ -
SUBCONTRACTOR2 NAME	Facilities Cost of Capital (Subcontractor 2 PROJECT MANAGER) HOME		\$ -
SUBCONTRACTOR3 NAME	Facilities Cost of Capital (Subcontractor 3 TECHNICIANS) FIELD		\$ -
SUBCONTRACTOR3 NAME	Facilities Cost of Capital (Subcontractor 3 PROJECT MANAGER) HOME		\$ -
TOTAL Non-DIRECT SALARY COST CEI TECHNICIANS & PM/CA		\$	396.64
TOTAL DIRECT and NON-DIRECT SALARY COST CEI TECHs & PM/CA		\$	162,953.88
Contingency			
TOTAL AGREEMENT AMOUNT		\$	176,030.28
FOR STAND-ALONE PURCHASE ORDERS ONLY -- ADDITIVE:			
STAND-ALONE PO WILL BE WRITTEN FOR THIS AMOUNT:			
MANHOURS TECHNICIANS 1638			
MANHOURS PROJECT MANAGEMENT 16			
TOTAL MANHOURS 1654			
LABOR COSTS		\$	162,953.88
DIRECT EXPENSES		\$	13,076.40
TOTAL COSTS		\$	176,030.28

PRIME DIRECTs COST	\$	12,415.14	
SUB1 DIRECTs COST	\$	661.26	
SUB2 DIRECTs COST	\$	-	
SUB3 DIRECTs COST	\$	-	
	\$	13,076.40	
Prime TOTAL CoC Cost	396.64	PRIME TOTAL D&ND Salary COST	154,713.48
Sub1 TOTAL CoC Cost	-	Sub1 TOTAL D&ND Salary COST	8,240.40
Sub2 TOTAL CoC Cost	-	Sub2 TOTAL D&ND Salary COST	-
Sub3 TOTAL CoC Cost	-	Sub3 TOTAL D&ND Salary COST	-
	\$ 396.64		\$ 162,953.88
TOTAL AGREEMENT AMOUNT		\$	176,030.28

Total Labor Cost
\$53,539.70

ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

CALENDAR YEAR 2021

Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
Shane Godwin - TT III	940	90	1030	\$ 29.99	\$ 30,889.70	90	\$ 15.00	\$ 1,350.00		\$ 3.00	\$ -	\$ 32,239.70
Tyler Clifton TT I	60		60	\$ 20.60	\$ 1,236.00	0	\$ 10.30	\$ -		\$ 2.06	\$ -	\$ 1,236.00
Brandon Atkins - Document Control	92		92	\$ 30.00	\$ 2,760.00	0	\$ 15.00	\$ -		\$ 3.00	\$ -	\$ 2,760.00
David Savage Construction Manager	336		336	\$ 51.50	\$ 17,304.00	0	\$ 25.75	\$ -		\$ 5.15	\$ -	\$ 17,304.00
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TOTALS	1428	90	1518		\$ 52,189.70	90		\$ 1,350.00	0		\$ -	\$ 53,539.70

NOTES:

¹ Estimated 165 hours / month

² Estimated 10% of Regular Hours

³ Rates shown are Maximum Allowable Rates for purposes of establishing the Project CEI budget.

Actual Reimbursable Rates will be approved by the DEPARTMENT for each technician and shall not exceed the maximum allowable rates established for the classification.

TOTAL PREMIUM LABOR \$ 1,350.00
--

ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utle Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

CALENDAR YEAR												
Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
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NOTES:

¹ Estimated 165 hours / month

² Estimated 10% of Regular Hours

³ Rates shown are Maximum Allowable Rates for purposes of establishing the Project CEI budget.

Actual Reimbursable Rates will be approved by the DEPARTMENT for each technician and shall not exceed the maximum allowable rates established for the classification.

TOTAL PREMIUM LABOR	\$	-
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ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utle Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

CALENDAR YEAR												
Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
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NOTES:

¹ Estimated 165 hours / month

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TOTAL PREMIUM LABOR	\$	-
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ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utle Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

CALENDAR YEAR												
Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
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NOTES:

¹ Estimated 165 hours / month

² Estimated 10% of Regular Hours

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TOTAL PREMIUM LABOR	\$	-
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ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utle Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

	CALENDAR YEAR											
Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
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TOTALS	0	0	0		\$ -	0		\$ -	0		\$ -	\$ -

NOTES:

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TOTAL PREMIUM LABOR	\$	-
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ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

CALENDAR YEAR													
Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost	
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TOTALS	0	0	0		\$ -	0		\$ -	0		\$ -	\$ -	\$ -

NOTES:

¹ Estimated 165 hours / month

² Estimated 10% of Regular Hours

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TOTAL PREMIUM LABOR \$ -

**ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc**

GRAND TOTAL FOR ALL CALENDAR YEARS 2021 TO 0

Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
TOTALS	1428	90	1518		\$52,189.70	90		\$1,350.00	0		\$ -	\$53,539.70

TOTAL PREMIUM LABOR \$ 1,350.00

NOTES:

¹ Estimated 165 hours / month

² Estimated 10% of Regular Hours

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Total Labor Cost
\$3,600.00

ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR **2021**

Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
Michael Johnson	120		120	\$ 30.00	\$ 3,600.00	0	\$ 15.00	\$ -		\$ 3.00	\$ -	\$ 3,600.00
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
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TOTALS	120	0	120		\$ 3,600.00	0		\$ -	0		\$ -	\$ 3,600.00

TOTAL PREMIUM LABOR \$ -

NOTES:

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ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR

Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
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TOTALS	0	0	0		\$ -	0		\$ -	0		\$ -	\$ -

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ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR

Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
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TOTALS	0	0	0		\$ -	0		\$ -	0		\$ -	\$ -

NOTES:

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TOTAL PREMIUM LABOR \$ -

ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR

Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
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			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
TOTALS	0	0	0		\$ -	0		\$ -	0		\$ -	\$ -

NOTES:

¹ Estimated 165 hours / month

² Estimated 10% of Regular Hours

³ Rates shown are Maximum Allowable Rates for purposes of establishing the Project CEI budget.

Actual Reimbursable Rates will be approved by the DEPARTMENT for each technician and shall not exceed the maximum allowable rates established for the classification.

TOTAL PREMIUM LABOR	\$	-
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ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR

Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
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ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR

Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
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			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
TOTALS	0	0	0		\$ -	0		\$ -	0		\$ -	\$ -

NOTES:

¹ Estimated 165 hours / month

² Estimated 10% of Regular Hours

³ Rates shown are Maximum Allowable Rates for purposes of establishing the Project CEI budget.

Actual Reimbursable Rates will be approved by the DEPARTMENT for each technician and shall not exceed the maximum allowable rates established for the classification.

TOTAL PREMIUM LABOR	\$	-
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ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

GRAND TOTAL FOR ALL CALENDAR YEARS 2021 TO 0

Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
TOTALS	120	0	120		\$3,600.00	0		\$0.00	0		\$ -	\$3,600.00

TOTAL PREMIUM LABOR \$ -

NOTES:

¹ Estimated 165 hours / month

² Estimated 10% of Regular Hours

³ Rates shown are Maximum Allowable Rates for purposes of establishing the Project CEI budget.

Actual Reimbursable Rates will be approved by the DEPARTMENT for each technician and shall not exceed the maximum allowable rates established for the classification.

Total Labor Cost
\$ 928.96

Robert J. Stroup:
 Overtime is not allowed for
 PROJECT MANAGERS.

**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

CALENDAR YEAR 2021									
Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
Marty White	16		16	\$ 58.06	\$ 928.96	0	\$ 29.03	\$ -	\$ 928.96
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	16	0	16		\$ 928.96	0	\$ 29.03	\$ -	\$ 928.96

¹ One Management visit for prime firm is reimbursable every quarter
 One Management visit from subcontractors is reimbursable two times per year

Robert J. Stroup:
 Overtime is not allowed for
 PROJECT MANAGERS.

**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

CALENDAR YEAR

Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
PROJECT MANAGER			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	0	0	0	\$ -	\$ -	0	\$ -	\$ -	\$ -

¹ One Management visit for prime firm is reimbursable every quarter
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**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

Robert J. Stroup:
 Overtime is not allowed for
 PROJECT MANAGERS.

CALENDAR YEAR

Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
PROJECT MANAGER			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	0	0	0	\$ -	\$ -	0	\$ -	\$ -	\$ -

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**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

Robert J. Stroup:
 Overtime is not allowed for
 PROJECT MANAGERS.

CALENDAR YEAR									
Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
PROJECT MANAGER			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	0	0	0	\$ -	\$ -	0	\$ -	\$ -	\$ -

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 One Management visit from subcontractors is reimbursable two times per year

Robert J. Stroup:
 Overtime is not allowed for
 PROJECT MANAGERS.

**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

CALENDAR YEAR

Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
PROJECT MANAGER			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	0	0	0	\$ -	\$ -	0	\$ -	\$ -	\$ -

¹ One Management visit for prime firm is reimbursable every quarter
 One Management visit from subcontractors is reimbursable two times per year

Robert J. Stroup:
 Overtime is not allowed for
 PROJECT MANAGERS.

**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

CALENDAR YEAR

Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
PROJECT MANAGER			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	0	0	0	\$ -	\$ -	0	\$ -	\$ -	\$ -

¹ One Management visit for prime firm is reimbursable every quarter
 One Management visit from subcontractors is reimbursable two times per year

**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST SUMMARY**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
SEPI Engineering & Construction, Inc

CALENDAR YEAR 2021 TO 0									
Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
TOTALS	16	0	16		\$ 928.96	0		\$ -	\$ 928.96

¹ One Management visit for prime firm is reimbursable every quarter
 One Management visit from subcontractors is reimbursable two times per year

Total Labor Cost
\$ -

**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR

Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
PROJECT MANAGER	0		0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	0	0	0		\$ -	0	\$ -	\$ -	\$ -

¹ One Management visit for prime firm is reimbursable every quarter
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**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR

Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
PROJECT MANAGER			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	0	0	0	\$ -	\$ -	0	\$ -	\$ -	\$ -

¹ One Management visit for prime firm is reimbursable every quarter
One Management visit from subcontractors is reimbursable two times per year

**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR

Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
PROJECT MANAGER			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	0	0	0	\$ -	\$ -	0	\$ -	\$ -	\$ -

¹ One Management visit for prime firm is reimbursable every quarter
 One Management visit from subcontractors is reimbursable two times per year

**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR

Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
PROJECT MANAGER			0		\$ -	0	\$ -	\$ -	\$ -
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			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	0	0	0	\$ -	\$ -	0	\$ -	\$ -	\$ -

¹ One Management visit for prime firm is reimbursable every quarter
 One Management visit from subcontractors is reimbursable two times per year

**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR

Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
PROJECT MANAGER			0		\$ -	0	\$ -	\$ -	\$ -
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			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	0	0	0	\$ -	\$ -	0	\$ -	\$ -	\$ -

¹ One Management visit for prime firm is reimbursable every quarter
One Management visit from subcontractors is reimbursable two times per year

**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR

Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
PROJECT MANAGER			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	0	0	0	\$ -	\$ -	0	\$ -	\$ -	\$ -

¹ One Management visit for prime firm is reimbursable every quarter
 One Management visit from subcontractors is reimbursable two times per year

**ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
 DIRECT LABOR COST SUMMARY**
Holly Springs - Utley Creek Greenway - C-5604JA - CEI
Bree & Associates, Inc.

CALENDAR YEAR					0	TO	0		
Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
TOTALS	0	0	0		\$ -	0		\$ -	\$ -

¹ One Management visit for prime firm is reimbursable every quarter
 One Management visit from subcontractors is reimbursable two times per year

CONTRACT ENGINEERING AND INSPECTION
DIRECT EXPENSES

FIELD EQUIPMENT AND SUPPLIES FURNISHED BY
Holly Springs - Utley Creek Greenway - C-5604JA - CEI

Version: 2021.07.06.RJS

TOTAL DIRECT COSTS: \$ 13,076.40

* Vehicle Base Rates per E. B. Tharrington, PE memo dated July 24, 2020 entitled "Vehicle Base Rates for Construction Engineering & Inspection".

** Nuclear Gauge monthly reimbursement rate per M. L. Sylvester, PE memo dated May 13, 2019 entitled "Reimbursement for Private Engineering Firm Furnished Nuclear Gauge".

Phones, Computers, iPads, Data Plans, Wifi, ...etc. are in Overhead.

Item No.	Description	Months	Quantity	Unit	Unit Price	Unit Tax	Total Unit Cost	Salvage Value	Total Cost
1	Project Vehicles - 2 wheel drive - # Vehicles *			veh-mo	\$835.00		\$ 835.00		\$ -
2	Gas Reimbursement: 2-WD @ \$0.16 per mile Gas reimbursement based on \$/gal/16 mpg.			miles	\$0.16				\$ -
3	Project Vehicles - 4 wheel drive - # Vehicles *	6	1.2	veh-mo	\$915.00		\$ 915.00		\$ 6,588.00
4	Gas Reimbursement: 4-WD @ \$0.19 per mile Gas reimbursement based on \$/gal/14mpg.	6	1000	miles	\$0.19				\$ 1,140.00
5	Project Vehicles - Survey Vehicle - # Vehicle			veh-mo			\$ -		\$ -
6	Gas Reimbursement: Survey Vehicle @ \$TBD per mile Gas reimbursement based on \$TBD/gal/TBD mpg			miles					\$ -
7	Communication (# mobile phones) -- -- RECOVERED THROUGH FIRM'S OVERHEAD.			mo			\$ -		\$ -
8	Survey Equipment			Actual Cost (Not-to-Exceed)			\$ -		\$ -
9	Troder 3450 Thick Nuclear Gauges (Rent/Purchase) -- MONTHLY REIMBURSEMENT RATE = \$400/month. **			gauge-month	\$ 400.00		\$ 400.00		\$ -
10	Leak Test, Calibration, Cleaning and Lubrication -- INCLUDED IN MONTHLY REIMBURSEMENT RATE ABOVE. **			yr			\$ -		\$ -
11	Yearly NCDENR License Fee of -- INCLUDED IN MONTHLY REIMBURSEMENT RATE ABOVE. **			yr			\$ -		\$ -
12	Quarterly Testing of 10 Badges per test -- INCLUDED IN MONTHLY REIMBURSEMENT RATE ABOVE. **			yr		\$ -	\$ -		\$ -
13	Mounted Transportation Box -- INCLUDED IN MONTHLY REIMBURSEMENT RATE ABOVE. **			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
14	Safety Harness w/ 2 Lanyards			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
15	Field Office(Rent Monthly)			mo		\$ -	\$ -		\$ -
16	Field Office Set up			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
17	Utilities (Monthly)			mo		\$ -	\$ -		\$ -
18	Office Furniture			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
19	Monthly Office supplies (\$50 per month) -- IF PEF PROVIDES A FIELD OFFICE. -- -- RECOVERED THROUGH FIRM'S OVERHEAD.			mo		\$ -	\$ -		\$ -
20	Computer (LAPTOP) -- HAS A \$300.00 SALVAGE VALUE (CALCULATED AUTOMATICALLY). -- -- RECOVERED THROUGH FIRM'S OVERHEAD.			Actual Cost (Not-to-Exceed)		\$ -	\$ -	\$ -	\$ -
21	Concrete Air Pot			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
22	Concrete Slump Cone			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
23	Conventional Density Equipment Set			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
24	Copier			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
25	Copier Maintenance (yearly)			Actual Cost (Not-to-Exceed)			\$ -		\$ -
26	Fax			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
27	Trips by Project Management								
28	PEF Prime = 4 trips per year @ 40 miles (Total # of Trips)		80	mi	\$ 0.560		\$ 0.560		\$ 44.80
29	PEF Subconsultant1 = 2 trips per year @ 60 miles (Total # of Trips)		60	mi	\$ 0.560		\$ 0.560		\$ 33.60
30	PEF Subconsultant2 = 2 trips per year @ ___ miles (Total # of Trips)			mi	\$ 0.560		\$ 0.560		\$ -
31	PEF Subconsultant3 = 2 trips per year @ ___ miles (Total # of Trips)			mi	\$ 0.560		\$ 0.560		\$ -
32	-- Miscellaneous Direct Costs, etc. --								\$ -
33	Measuring Wheel	1	1	ea	\$ 80.000	\$ -	\$ 80.000		\$ 80.00
34	cooler	1	1	ea	\$ 50.000	\$ -	\$ 50.000		\$ 50.00
35	Wheelbarrow					\$ -	\$ -		\$ -
36	Lab Fee	1	1	LS	\$ 5,000.000	\$ -	\$ 5,000.000		\$ 5,000.00
37	Chase Indicator	2	2	ea	\$ 35.000	\$ -	\$ 35.000		\$ 140.00
38	Miscellaneous					\$ -	\$ -		\$ -
39	Miscellaneous					\$ -	\$ -		\$ -
40	Miscellaneous					\$ -	\$ -		\$ -
41	Miscellaneous					\$ -	\$ -		\$ -
42	Miscellaneous					\$ -	\$ -		\$ -

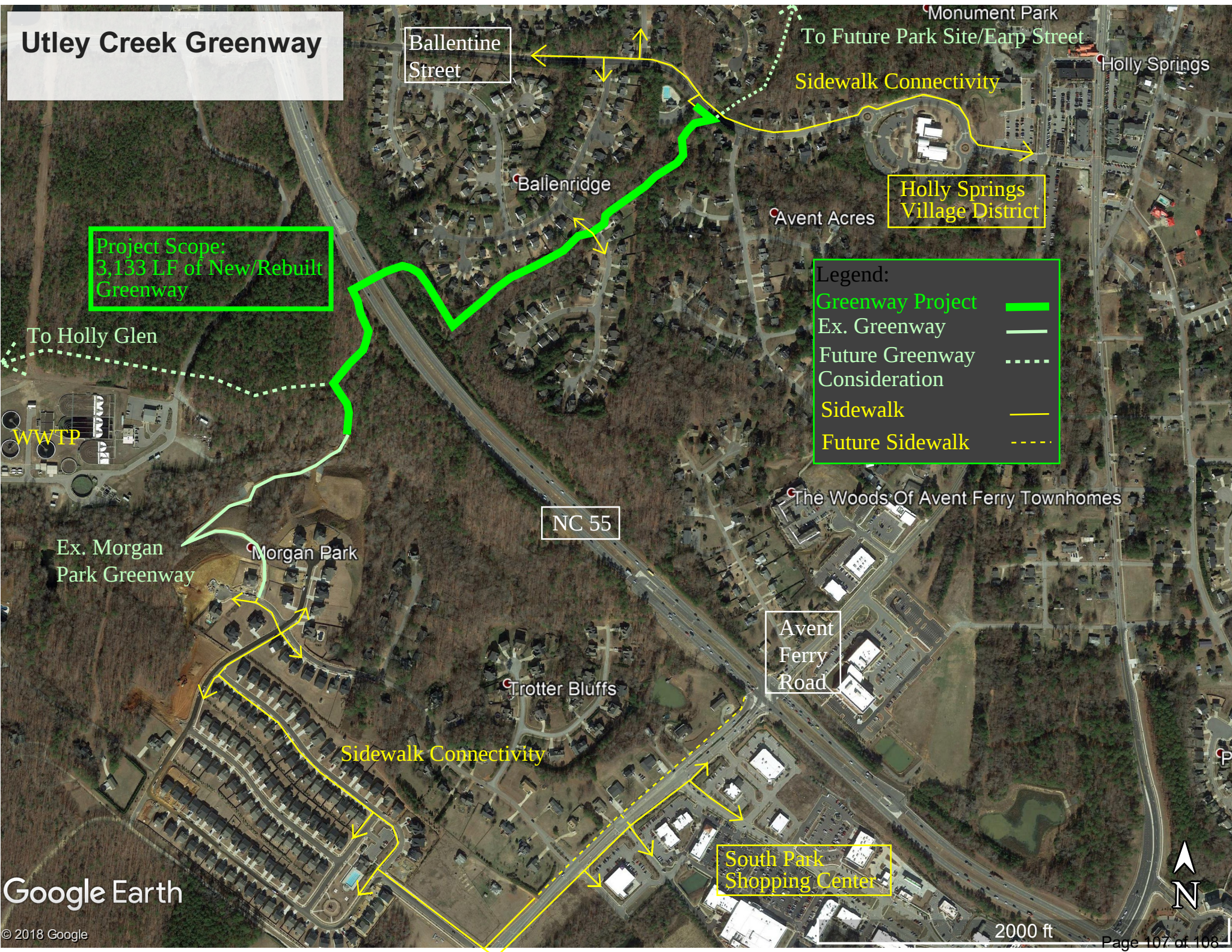
TOTAL DIRECT COSTS: \$ 13,076.40

Utle Creek Greenway

Project Scope:
3,133 LF of New/Rebuilt
Greenway

Legend:

Greenway Project	
Ex. Greenway	
Future Greenway Consideration	
Sidewalk	
Future Sidewalk	



Administration

Utley Creek Greenway Phase 1 Construction Bid Update

Staff Resource: [Corey Petersohn](#), Budget, Innovation, & Strategic Initiatives Manager; (919) 577-3219

The lowest responsive, responsible bid of three construction bids received last week was \$1,457,645, which was about 48 percent over the original engineer's estimate. The increase is due to the difficult bidding environment across the construction market as a result of COVID-19 labor shortages and increased materials costs.

The previously approved project budget totaled \$1,557,820, including design, right-of-way, contingency, and construction. The new project estimate is \$2,352,132, an increase of \$794,312. The new proposed budget includes more for contingency and for NCDOT oversight fees, which are based on a percentage of the total construction cost.

To date, NCDOT has awarded grants of up to \$580,000. Typically with such project shortfalls, staff can go back to NCDOT *one time* for a 50-50 split of the additional amount needed. Staff estimates that the NCDOT could provide up to \$813,000 in additional funds for a total of \$1,393,000.

	Current Budget	Proposed Budget	Estimated Final Budget
NCDOT Funding	\$580,000	\$580,000	\$1,393,000
Town Funding	\$977,820	\$1,772,132	\$959,132
Total Project Budget	\$1,557,820	\$2,352,132	\$2,352,132

Since the additional 50-50 cost sharing request can only be submitted *one time*, staff advises waiting until the end of the project to make this request of NCDOT so as to not further delay the project. As a result, this approach would require the Town to front the entire \$794,312. Finance staff has identified savings from recently completed capital projects that could cover the revised project budget cost. Staff anticipates bringing the construction contract and updated project budget to the Council in November.