



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of December 7, 2021 meeting agenda

PUBLIC COMMENT PERIOD

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

RECOGNITIONS

5. NC Recreation and Parks Association Special Citation Award

CONSENT AGENDA

6. Approve the minutes of the November 30, 2021 Business meeting
7. Monthly Budget Amendment Report

NEW BUSINESS

8. Sugg Farm Paving Project (TOHS Proj. 21-024)
9. Fujifilm Diosynth Biotechnologies Development Plan 21-DP-10

ORGANIZATIONAL MEETING

10. Recognize outgoing Mayor Sears, and outgoing Council members Christine Kelly and Pete Villadsen.
11. Oaths of Office for Mayor-elect Sean Mayefskie and Council members-elect Kristi Bennett, Dan Berry, and Timothy Forrest
12. Election of Mayor Pro Tempore
13. Appoint Holly Springs representatives to area boards, committees, and task forces
14. Adopt Calendar Year 2022 Town Council Meeting Schedule

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.

Recognitions

Title: NC Recreation and Parks Association Special Citation Award

Strategic Priority Area: Engaged, Healthy, & Active Community
Organizational Excellence

Staff Resource: LeeAnn Plumer, Parks & Recreation, Kathleen Hebert, Parks & Recreation

Action(s):

No action requested. Award presentation.

Explanation:

- Michelle Wells, Executive Director of the North Carolina Recreation and Park Association (NCRPA) will present a Special Citation Award to town employee, Leslie Haney. The NCRPA Special Citation Award is presented to an outstanding professional demonstrating interest in and dedication to the field of recreation and parks.
- Leslie demonstrated this achievement particularly well during the COVID pandemic.
- In March 2020, as the pandemic began closing schools and businesses, Leslie was able to quickly shift programs from the Cultural Center to an online teaching format in less than two weeks from the "stay-at-home" order that closed all town facilities. Over 50 classes were offered on-line, allowing students to finish the coursework that had been interrupted by closures and others could begin new classes from the safety of their homes.
- Leslie also continued to innovate through event planning during the pandemic. She pivoted the Holly Springs Book Festival by using social media to engage our community of readers. She developed "COVID-friendly" events that featured outdoor activities like the Chalk Art Fest and a town-wide scavenger hunt. Over 8,000 people participated in these events, engaging safely in their local recreation services while improving social, mental and physical health.

Background:

- Leslie serves the Holly Springs community as the Recreation Program Specialist at the Holly Springs Cultural Center.
- Each year, the North Carolina Recreation and Park Association (NCRPA) recognizes and honors individuals who have contributed the most to the recreation and park movement.
- Members and non-members of NCRPA are eligible for the Special Citation Award.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Consent Agenda

Title: Approve the minutes of the November 30, 2021 Business meeting

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the Council's Business meeting held November 30, 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. 11.30.21 minutes_notes



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, November 30, 2021. Mayor Sears presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and four Council members were present in the Chamber as the meeting opened.

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

Council Members absent: Councilman Shaun McGrath.

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); Jeff Wilson, *Director, IT*; Mathew Mutter, *IT*; Kendra Parrish, *Executive Director of Utilities & Infrastructure*; Aaron Levitt, *Utilities & Infrastructure*; Tim Athy, *Utilities and Infrastructure*; Chris Hills, *Director, Development Services*; Sean Ryan, *Development Services*; Rachel Jones, *Development Services*; Cheryl Caines, *Development Services*; Elizabeth Goodson, *Development Services*; Corey Petersohn, *Administration*; Cassie Hack, *Director, Communications*; Irena Krstanovic, *Director, Economic Development*; Paige Scott, *Director, Public Works*.

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

4. Agenda Adjustment: The November 30, 2021 meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: Villadsen
Vote: Unanimous

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

The following written comments were received: none.

The following comments were received in person: none

RECOGNITIONS

5. Tenth Anniversary of NC Quick Pass Proclamation

Denis Jernigan of the NC Turnpike Authority gave a presentation on the 10th anniversary of the NC Quick Pass and said that Mayor Sears had been an original signer to the Regional Transportation Alliance.

Mayor Sears presented NCDOT with a proclamation proclaiming December 8, 2021 as NC Quick Pass Day in Holly Springs.

PUBLIC HEARINGS

6. 1317 N. Main St., My Computer Career, and Sportsmanship Crossing Master Plan 21-MAS-03 and Development Plans 21-DP-06 and 21-DP-07

Cheryl Caines, Development Services, said the applicant has requested waivers that require a public hearing, and that there is a Master Plans and Development Plans to be considered for My Computer Career and Sportsmanship Crossing. Waivers are being requested on the 1317 N. Main Development Plan to allow alternate compliance for Tree Preservation by allowing perimeter yards and bufferyards to count towards the minimum tree preservation; for Street Design and right-of-way reservation to allow local street to have sidewalks on only one side of the street; for buffer areas to allow for a portion of the undisturbed buffer area along NC 55 to be disturbed; and for underground utility installation to allow a fee-in-lieu of burying overhead utility service along Main Street. Waivers are being requested on the Sportsmanship Crossing for Building Massing and Façade Treatment to allow alternate compliance with the 4" depth of building bay requirement; to allow an increase in continuous roofline to 190 feet; and to allow a reduction in the minimum off-street loading dimensions from 12 feet in width and 55 feet in length, to 10 feet in width and 25 feet in length.

She oriented the audience to the location of the property and its zoning as CB Community Business and R-MF-15 Multi-Family Residential, and its designation as Mixed-Use Center on the Future Land Use Map.

Rachel Jones, Development Services, said that there were five intersections studied for the Traffic Impact Analysis. Sportsmanship Way is designated to be a 3-lane road on the Comprehensive Transportation Plan and that re-striping for turn lanes, and enhanced pedestrian crossing signals are the plan for this frontage, while Main Street will be widened to half the ultimate cross section, with a fee-in-lieu of median with a right-in right-out with a "left over" intersection. NC 55 will have an additional 20 feet of right-of-way dedication, and fee-in-lieu of future traffic signals along Main Street will be collected. She showed the location of proposed crosswalks and the bus stop. She showed the water and sewer connections to the site. Ms. Jones showed where the proposed greenway would go, and how it will connect to the existing greenway stub off of sportsmanship way.

Rick Madoni, Planning Board, said that the Planning Board recommended approval of the Master Plan, with a vote of 7 – 1, and the Development Plans 8-0. He said the Planning Board discussed the location of the bus stop, the greenway connection, how the performing arts center would affect parking, and parking in the residential section.

Mayor Sears opened the public hearing and the following sworn testimony was received:

Laura Holloman, of McAdams, spoke for the applicant. She reminded Council that the property was rezoned to the current zoning in April of 2021. In June 2021 the Master Plan and Development Plans were submitted to staff. She showed the Master Plan layout of the two sections of the property. She said the tree preservation area allows an undisturbed area adjacent to Avent Acres with a 30' type A buffer. There are also TP areas along N. Main and the southern portion where possible.

Ms. Holloman said the My Computer Career headquarters would be a Class A commercial office building of four stories and 83,089 square feet, which exceeds the minimums required in the CB zoning district. She said the emphasis would be on high quality, mindful design, and showed a rendering of the building. She talked about making the area a pedestrian-friendly area with efficient, green design. She showed a rendering of the full build-out, including the performing arts center. She showed the layout of the Sportsmanship Crossing affordable housing section, with six apartment buildings and a clubhouse and outdoor recreation. She said they are meeting the parking requirements, and utilizing a shared parking agreement with the commercial portion during weekend and off-peak hours. She showed elevations for the apartment buildings and said that they meet the UDO in terms of building materials.

There was discussion about how the right-in-right-out would be constructed to prevent left turns, and how people who needed to travel in the opposite direction could be routed.

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

There was discussion around the Waivers for overhead utilities and sidewalks.

Action: Motion to adopt Resolution 21-25 to make and accept the Findings of Fact for consideration of and to approve Waivers for Master Plan 21-MAS-03.

Motion by: Villadsen

Second by: Kelly

Vote: unanimous

There was discussion over which Resolution contained the waivers, and how to amend it.

Action: Motion to amend Resolution 21-25 to remove Part four.

Motion by: Berry

Second by: Kelly

Vote: unanimous

There was further discussion about the sidewalk waiver.

Action: Motion to amend Resolution 21-25 to remove Part two.

Motion by: Berry

Second by: Villadsen

Vote: unanimous

A copy of the amended Resolution is attached to these minutes.

Action: Motion to adopt Resolution 21-26 to make and accept the Findings of Fact for consideration of and to approve Waivers for Development Plan 21-DP-06.

Motion by: Wolff

Second by: Berry

Vote: unanimous

Action: Motion to approve 1317 N. Main St. Master Plan, My Computer Career Development Plan, and Sportsmanship Crossing Development Plan with the conditions stated in the agenda packet.

Motion by: Wolff

Second by: Kelly

Vote: unanimous

7. Unified Development Ordinance Rewrite

Sean Ryan, Development Services, said the purpose of this item was to consider adoption of the new Unified Development Ordinance (UDO). He acknowledged the hard work of the Town Council, Planning Board, Board of Adjustment, Tree Advisory Committee, UDO Steering Committee & Stakeholders, staff, the consulting team, and the community have done to get to this point. He said the current UDO was adopted in 2002 and has had 22 supplement updates. The 2019 Land Use & Character Plan Update identified the need for a new UDO.

He outlined the project engagement from Stakeholders, the Steering Committee, the Public and Town Council. Mr. Ryan discussed the balance that was sought from each of these groups.

Erin Perdue of Stantec then touched on the Land Use and Character Plan, and the goals of the revision. She outlined the process that was gone through to come up with this new UDO. She presented four “case studies” of how the new UDO could be applied in different hypothetical scenarios.

Mr. Ryan said that a major change would be the combining of the Planning Board and Board of Adjustment, with the end goal of a portion of the Planning Board serving as the Board of Adjustment with the remaining members serving as alternates. He explained how this would be phased in over a three-year period. He said that at least 13 other jurisdictions in NC have merged boards and responded to staff’s questions. He said that the Board of Adjustment receives 2-3 cases per year. He outlined the benefits of merging the Board of Adjustment into the Planning Board.

Mr. Ryan said next steps, should Council approve the revised UDO, would be the adoption of a new Zoning Map in early 2022 and the UDO taking effect on March 1, 2022 after public input, Planning Board recommendation, and another public hearing.

Rick Madoni, Planning Board representative, said that the Planning Board recommended approval with a vote of 8-0-1. He said that Planning Board requested a comparison chart showing the differences between the current UDO and the revision.

There was discussion about the public input and the merging of the Planning Board and Board of Adjustment.

Mayor Sears opened the public hearing and the following input was received:

Laura Holloman, Senior Planner with McAdams, submitted a comment in writing requesting additional flexibility for properties that could not connect to utilities without hardship. *A copy of the comment is attached to these minutes.*

Suzanne Harris, VP of Governmental Affairs with Home Builders Association of Raleigh-Wake County, submitted a comment in writing opposing the open space change to 30%, the rear loaded driveway requirement, the requirement for connected streets, and the sidewalk requirements for developments generating more than 1,000 vehicle trips per day. *A copy of the comment is attached to these minutes.*

John Myers said he had sent a letter earlier regarding a property he purchased several years ago (the property mentioned by Ms. Holloman in her written comment). He said he would request that properties with extenuating circumstances have a path forward, through waivers or another method, to find a way forward to development.

Joe Padilla with Smith Douglas Homes, said they focus on high quality obtainable housing. There is a lot in the UDO that opens up opportunities for more flexible housing. But he said two provisions go against providing affordable housing. One is the requirement for an alley behind homes that are below a certain width. The other is the provision to extend a sidewalk for a half mile out of every property. That can be difficult and expensive. This is important because Holly Springs is getting to be prohibitively expensive and many essential workers cannot afford to buy homes. He asked that Council wait until after the Housing Affordability Committee is formed and has a chance to comment on what changes to the UDO could help with affordable housing.

Joel Geniesse, 204 Middlecrest Way, with Smith Douglas Homes said he has lived here for 7 years. He’s been building for over 25 years, but Holly Springs is not a “good ladder” for people in the beginning of home ownership. He said there is not enough housing that is affordable for first time buyers. He wanted to drive home the point that the UDO doesn’t address the chance for all citizens to be able to continue to live in Holly Springs. He said the rear load garage is more expensive, and makes the smaller backyard less useable.

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

Council discussed delaying the implementation until after the Housing Affordability Study was completed and that they could approve the UDO now and amend it after the study if they chose. There was discussion about waivers and alternative measures for special circumstances, and the Council's plenary authority to regulate curb cuts.

Action: Motion to adopt Ordinance 21-48 to adopt the statement of compatibility and to adopt the new Unified Development Ordinance.

Motion by: Kelly

Second by: Villadsen

Vote: unanimous

8. Voluntary Annexation A21-01, Optimist Commons

Sean Ryan, Development Services, said that the Town received a petition for annexation for 13.7 +/- acres along Optimist Farm Road. The petitioner, Optimist Commons, LLC, has requested a delay until the second meeting in January, in order to bring the annexation and the development plan to Council at the same time.

Mayor Sears opened the public hearing

Action: Motion to continue the public hearing to the January 18, 2022 meeting.

Motion by: Berry

Second by: Wolff

Vote: Unanimous

Consent Agenda

The Council passed a motion to approve all items on the Consent Agenda. The motion carried following a motion by Mayor Pro Tem Berry, a second by Council member PV and a unanimous vote. The following actions were affected:

9. Minutes – Council approved the minutes of the business meeting held November 2, 2021, and the workshop meeting held November 9, 2021.

10. Legal Settlement Budget Amendment – The Council approved a budget amendment appropriating \$85,000 from general fund available fund balance for settlement agreement.
A copy of the budget amendment is attached to these minutes.

11. Avent Ferry Road/Holly Meadow Drive (Holly Glen) Signal Design Contract - Council awarded and authorized the Town Manager to sign and execute the signal design contract for Exult Engineering for a flat fee of \$82,900 for the Avent Ferry Rd and Holly Meadow Drive intersection in Holly Glen.

12. Land Acquisition Agent New Position Recommendation – Council approved a new Land Acquisition Agent full-time position within Utilities and Infrastructure (salary Grade 79).

13. Public Works Position Reclassification – Council approved a reclassification of Public Works Technician (salary Grade 70) to Streets Manager (salary Grade 78).

UNFINISHED BUSINESS

14. Green Oaks Tech Center Planned Unit Development 21-PUD-01

Elizabeth Goodson, Development Services, said that a public hearing was held on this on October 19, 2021, but decision was tabled to tonight's meeting to allow the Developer Agreement to be negotiated. She showed the location of the property between Holly Springs New Hill Road and Thomas Mill Road. It is approximately 120 acres, and is partially in the Town Limits and partially in the ETJ. The annexation will follow with the next step of the process when the Master Plan comes to Council. The request is to rezone to property to Planned Unit Development (PUD) and to approve the PUD Master Plan.

Ms. Goodson gave the following highlights of the Developer Agreement:

- Old Holly Springs Apex Rd./ Holly Springs New Hill Rd. design and construct intersection realignment, with the Town's portion capped at \$1.7 million;
- Contribute a fee-in-lieu of \$486,800, toward the proportionate impact to GB Alford/NC-55;
- Contribute a fee-in-lieu of \$21,000 toward the proportionate impact for improvements at the intersection of Old Holly Springs Apex Rd. and Bennet Knoll Parkway.

Ms. Goodson outlined the potential funding partnerships for the realignment of Old Holly Springs Apex Rd. and New Hill Road, showing amounts identified to date, future collections, and the Town's maximum contribution.

Action: Motion to adopt Rezoning Ordinance RZ21-05 to adopt statement of compatibility and to approve the rezoning and PUD Master Plan.

Motion by: Villadsen

Second by: Kelly

Vote: unanimous

A copy of the Rezoning Ordinance is attached to these minutes.

Action: Motion to approve a Development Agreement for Green Oaks Tech Center with Crescent Communities.

Motion by: Kelly

Second by: Wolff

Vote: unanimous

Action: Motion to adopt Streets Capital Project Ordinance 21-51 and Streets Reserve Ordinance 21-52 transferring \$1.7 million to the capital project.

Motion by: Wolff

Second by: Berry

Vote: unanimous

Copies of the Ordinances are attached to these minutes.

NEW BUSINESS

15. Naming of "Dick Sears Field at Ting Stadium"

Mayor Pro Tem Berry spoke about the years of service Mayor Sears has given to Holly Springs and the many achievements of his long tenure. He said that Council wished to honor Mayor Sears for his 20 years of service to the Town of Holly Springs, and announced at his farewell event on November 18th their intention to do so by naming the field at Ting Stadium "Dick Sears Field at Ting Stadium." He spoke about the Mayor's love of baseball, his philosophy that "If it's good for the kids it's good for Holly Springs" and his dedication to the Salamanders as a season ticket holder.

Action: Motion to adopt the name “Dick Sears Field at Ting Stadium” in honor of Mayor Sears’ 20 years of public service as Mayor of Holly Springs.

Motion by: Berry

Second by: Villadsen

Vote: unanimous

16. Non-discrimination Ordinance

John Schifano, Town Attorney, said that Wake County passed a Non-Discrimination Ordinance and invited municipalities to sign on to it. Council discussed at their November workshop the content of that ordinance and the issues around enforcement. Staff was asked to bring some options back to Council that would show their support for non-discrimination either by passing a town ordinance, or other means. He outlined the purpose of a non-discrimination Ordinance. He outlined the Wake County Ordinance, the enforcement issues, and current case law.

Mr. Schifano offered a proposed resolution that would state that Council fully supports the 1964 Civil Rights act, welcomes all people, and supports diversity. It would find that intentional discrimination is detrimental to the health, safety, and welfare of the community, and denounces and condemns discrimination of any person based on race, ethnicity, creed, color, sex, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability.

Council discussed the pros and cons of a Resolution versus an Ordinance. There was discussion about why Council wanted to support this and the numbers of residents who would likely be affected by such action, as well as the desire of companies looking to relocated to Holly Springs to have action in this direction. They discussed passing both, or passing the Resolution with language added to require Council to discuss passing their own ordinance if, after monitoring the process of Raleigh signing on to the Wake County Ordinance and the interlocal agreement required for that, it was decided not to participate in the Wake County Ordinance.

Action: Motion to adopt Resolution 21-29, with the amendment to add a sentence “Upon finalization of an interlocal agreement between Raleigh and Wake County, staff will report back to Council about the resolution to adopt the County ordinance. In the event Council decides not to adopt the County ordinance, Council will consider a town non-discrimination ordinance at the next business meeting.”

Motion by: Berry

Second by: Villadsen

Vote: unanimous

A copy of the amended Resolution is attached to these minutes.

Council took a ten minute recess.

17. Friendship Utilities Design-Build Services and Infrastructure Reimbursement Agreement

Aaron Levitt, Utilities and Infrastructure, said the purpose of this item was to outline the proposed Friendship Public Utilities Extension project and award design-build Phase 1 contract, approve the Infrastructure Reimbursement Agreement, and approve the early procurement of equipment and materials necessary for the construction project. He gave background on the project from 2010 when utility lines to the NW area were designed and permitted with no end user in mind. In 2012 a pump station for the NW area was designed and permitted In August of 2021 when Amgen announced their project in the area, it was understood that their utility needs would be higher than what was predicted. Utilities need to be in service by February of 2023 to serve this site.

Mr. Levitt summarized the utilities needed to serve the area, and the increase needed due to Amgen’s and other partner’s needs. He identified some challenges with the project, including the bridge, supply chain delays, and construction market volatility. With the many challenges, staff

decided that the way to accomplish this was a different delivery method. He said the benefits of Progressive Design Build Services include quick procurement of design/construction professionals; reduced time to the start of construction; design flexibility; reduced risk for the Town; reduced staff involvement; and budget stability. He outlined the projected costs involved, from the \$1,917,687 preconstruction services costs, to approximately \$17,008,538 for construction and \$500,000 for land acquisition. He discussed potential needs for contingency funds, such as hitting rock, unsuitable soils, etc. He outlined potential funding sources from State funds, developer contribution, and town funds to cover the cost of the project.

Mayor Sears asked Bob Kenyon from Amgen to say a few words. He said he was the site head for Amgen. He said Holly Springs fits what Amgen is about. Non-discrimination is a core value for Amgen. He said Amgen is the oldest independent biotech company. The mission of the company is "to serve patients." He spoke about the investment in the community, and the creation of well-paying jobs. He said Amgen intends to active contributors and to be part of the community.

Council discussed what other projects would be impacted by this project and thanked their partners at Helix Ventures for working to get this project off the ground.

Action: Motion to award the following contracts/agreements and authorize the Town Manager to sign and execute the anticipated forthcoming contracts:

1. Design-Build Phase 1 (Pre-Construction Services): Southern Cross Timmons Group (\$1,917,687)
2. Early procurement of pipe, equipment, materials, and property acquisition (\$2,082,313)
3. Developer's Agreement (Helix Ventures, LLC)

Motion by: Villadsen

Second by: Berry

Vote: unanimous

Randy Harrington, Town Manager, added that it was important to note that partners bringing this forward include the State and he thanked Representative Erin Paré for her work on the Town's behalf.

18. Amgen Development Plan 21-DP-08

Cheryl Caines, Development Services, said the purpose of this item was to consider the Development Plan, Waivers to off-street loading location standards, and alternate compliance to architectural design standards for the Amgen project. The property is located between Friendship Road and US Highway 1, is designated Business and Industrial, and zoned Research & Technology.

Rachel Jones, Development Services, said there was a future interchange with US 1 planned off of Friendship Road and the road was planned to be a 4-lane median-divided road. She said that nine intersections were studied as part of the Traffic Impact Analysis (TIA) and two access points off of Friendship Road were proposed. There is a future greenway connection with adjacent municipalities being discussed, but this is not funded at this time. The TIA identified the need to widen Friendship Road across the property frontage and add turn lanes into the property. The intersection of Friendship Road with New Hill Holleman Road will require a signal and turn lanes. She said private utilities would be extended to the property and will be connected to the public utilities in partnership with the Town and the Friendship Master Plan, with sewer connection at a new pump station as part of that project.

Rick Madoni, Planning Board representative, said that the Planning Board recommended approval, with a vote of 8-0. Discussion included screening from adjacent sites, provisions for EV charging stations, solar, and multiple broadband providers. There was also discussion of sidewalks and greenways.

Jordan Brewer with Kimley Horne spoke for the applicant and gave a brief overview of the project. There will be an administrative office building in the front, and then warehouse and production sites in the back. There is a central utilities building and room reserved for a phase 2. Access points are on Friendship Rd. He showed the landscape plan and the appropriate buffers along the site. He showed conceptual renderings of the site, from an aerial view, from the front, and then from the other side.

Action: Motion to approve Amgen Development Plan with the conditions stated in the agenda packet.

Motion by: Kelly
Second by: Wolff
Vote: unanimous

19. Condemnation Resolution for Arbor Creek/Middle Creek Greenway Easements

John Schifano, Town Attorney, said that staff has been working to voluntarily acquire easements for this greenway, some of which are overlaid on existing sanitary sewer easements where a trail has been created long ago. Voluntary acquisition has been successful in a majority of cases; however a few property owners have not conveyed voluntary easements when offered fair market value. He said that eminent domain is necessary in his professional opinion. He showed on a map where the greenway is meant to go for approximately 3 miles, with 2 stream crossings, and a 10-foot wide paved, boardwalk, or bridge.

Council discussed the length of time staff has been negotiating with these property owners, and that negotiations would continue even after the start of condemnation. They discussed how fair market value was determined and what the next steps would be.

Action: Motion to adopt Resolution 21-27 to authorize eminent domain action to acquire greenway easements from various property owners for the Arbor Creek/Middle Creek Greenway.

Motion by: Villadsen
Second by: Berry
Vote: unanimous

20. Housing Affordability Study Advisory Committee Selection

Sean Ryan, Development Services, said that Council has been asked to make nine at-large appointments and one Town Council member appointment to the housing Affordability Study Advisory Committee. This is in line with Initiative 5.4: Complete a Housing Study and create a Citizens Affordable Housing Committee. He outlined the planning process to get to this point and outlined the charge of the committee to guide the plan through the end of the project, provide input on goals and priorities, provide feedback on findings from the market analysis and needs and gap analysis, and provide feedback on the feasibility and potential implementation considerations for the recommendations.

Thirty-two applications were received, and sent to Council ahead of this meeting. Mr. Ryan said it was recommended that members represent diverse backgrounds such as homeowners, civic nonprofit or religious organizations, real estate or developers, social services providers, financial institutions, home builders' associations, affordable housing developers or builders, and general interest advocacy groups.

Action: Motion to appoint the following people to the Housing Affordability Study Advisory Committee:

1. Devin Cofield
2. Joel Geniesse
3. Brooke Little
4. Frances Perkins

5. Jacob Rogers
6. Kimberly Sanchez
7. Sandra Stanislaus
8. Phaedrea Watkins
9. Jeremiah Caswell, with Sherry Presnall to take his spot should he decline

Motion by: Berry

Second by: Kelly

Vote: unanimous

Action: Motion to appoint Wolff to serve as a representative of the Town Council to the Housing Affordability Study Advisory Committee.

Motion by: Wolff

Second by: Berry

Vote: unanimous

21. Economic Development Investment Policy P-008.03

Irena Krstanovic, Director of Economic Development, said the purpose of this item was to approve the Economic Development Investment Policy. She identified the Strategic Priorities that support this policy and said that the current policy was adopted in 2005 and updated in 2016. The new proposed policy would simplify existing policy to expedite decision making, incorporate additional investment tools, align with Wake County's target industries, and restructure the minimum requirements for investment and jobs to offer more flexibility. She said the target industries are Life Science, IT & Technology, Advanced Manufacturing, Cleantech & Smart Grid, and Corporate or Divisional Headquarters. She outlined the policy tools and explained how they have been used in the past or could be used in the future to attract economic development to Holly Springs.

Mayor Sears expressed pride in the work done by the Economic Development Department.

Action: Motion to approve Economic Development Investment Policy, P-008.03.

Motion by: Villadsen

Second by: Wolff

Vote: unanimous

22. Grant Committee Recommended Contribution to South Wake Conservationists

Council member Wolff said that he had been approached by South Wake Conservationists who said that in the current climate they did not have the funds needed to carry out their program of providing high-quality protein to food-insecure families by processing venison harvested by hunters and distributing the meat. They have been good partners. They have asked for \$1,000 each year. As the Grants Committee, MPT Berry and Council member Wolff recommend awarding a \$2,000 grant to South Wake Conservationists. MPT Berry said that basic human needs for people are at the top of the list for the committee in recommending funds. Fiscally, the Town increased the money in the grant pool. He said it is abnormal, that the committee is recommending additional funding outside of the normal schedule, but given that this is a basic human need, and that they are receiving more deer than they can process, he is happy to recommend this on Giving Tuesday. Council member Kelly said she was in full support because it does support a basic need. She is glad that we are focusing on the good work that is being done in the community. Council discussed what funding level they were comfortable with. Randy Harrington, Town Manager, said this would come from the General Fund balance.

Action: Motion to approve the \$2,000 grant for additional funds to South Wake Conservationists, a part of the North Carolina Wildlife Federation, which is a 501(c)(3) organization and North Carolina non-profit.

Motion by: Berry
Second by: Wolff
Vote: unanimous

Action: Motion to approve a budget amendment of \$2,000 from General Fund fund balance to Misc. Special Programs Contributions for the non-profit grant.

Motion by: Berry
Second by: Wolff
Vote: unanimous

OTHER BUSINESS

None that required action.

MANAGER'S REPORT

Randy Harrington, Town Manager, said first he wanted to thank the staff for their work on the UDO revision. He named specifically Sean Ryan, Chris Hills, and two former staff members, Melissa Sigmund, and Gina Clapp. He also thanked the rest of the Development Services staff. He highlighted holiday events coming up: Thurs. Dec 2nd tree lighting with HSHS Choir; Tree Trail at Ting on Friday and Saturday Dec, 3rd and 4th.; Santa will be onsite from 5-8 each night at the Tree Trail; Santa Cares on Sat. Dec. 4th is a sensory-friendly event for families with special needs; Mistletoe Market on Saturday Dec 4th; Happy Holly Days Parade on Saturday Dec. 11th. He also wanted to recognize Hanukah and the employees who are celebrating that.

He introduced Paige Scott, the new Public Works Director who came to Holly Springs from the Port of San Diego, with 12 years of public service experience.

He recognized Antwan Morrison and the Finance Department for receiving the GFOA Certificate of Achievement for the fiscal year ending June 2021. This means we are holding to the highest standards in government for financial management.

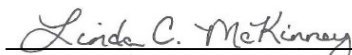
He thanked Mayor Sears and all the Council members. He is proud of the work they have done. It is a difficult job and Council has done it well.

Mayor Sears said that the secret to Holly Springs is that we are a big small town, not a small big town. His plea to the new Council is to keep it that way.

CLOSED SESSION: none.

Adjournment: Mayor Pro Tem Berry made a motion to adjourn at 11:12 pm. It was seconded by Council member Kelly and passed with a unanimous vote.

Respectfully Submitted on Tuesday, December 7, 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#: 7.

Consent Agenda

Title: Monthly Budget Amendment Report

Strategic Priority Area: Organizational Excellence

Staff Resource: Corey Petersohn, Finance

Action(s):

- Receive the monthly budget amendment report.
- Approve the budget amendment appropriating funds for the previously council approved installment purchase agreement.

Explanation:

- Monthly budget amendment report includes one amendment for the Finance Department - Utility Billing to transfer funds to pay for annual licenses related to the water smart portal.
- On October 5, Council approved an installment purchase agreement and resolution 21-23 for the financing of equipment and vehicles.
- Finance was able to take advantage of historically low rates to secure financing for a number of needed capital equipment items.
- This budget amendment recognizes the revenue from the approved financing agreement and budgets the equipment and vehicles expenses to the appropriate departments.
 - Council previously approved financing for four (4) public works vehicles, four (4) police vehicles, and two (2) Utilities and Infrastructure vehicles/equipment.
 - This amendment adjusts the budgeted revenue for installment financing to match the approved terms of resolution 21-23.

Background:

- The budget ordinance for the Town of Holly Springs authorizes the Town Manager to approve inter-department budget amendments within the same fund up to \$50,000 with notification to Town Council the following month. When applicable, each month Administration will provide Council a copy of these approved budget amendments from the preceding month.

Funding Source(s):

- Council approved installment purchase agreement (approved resolution 21-23)

Attachment(s):

Town Council Business Meeting
December 7, 2021

1. FY22 Budget Amendment - Utility Billing Licenses
2. FY22 Budget Amendment Form - installment purchase agreement funded

Town of Holly Springs Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

Department: Finance-Utility Billing

Date: 11/16/2021

Reason for Budget Amendment:

This expense is for WaterSmart Licensing required for the portal licensing. This will be a recurring request in next year's budget as it is required for the customer-facing water application.

Expense			
Account #	Account Description	Increase	Decrease
30-413-32-12.05	Utility Billing - Contract Services	\$ 40,000	
30-95.23	Transfer Out to Water Reserves		\$ 40,000
Total Expense:		\$ 40,000	\$ 40,000

Revenue			
Account #	Account Description	Increase	Decrease
Total Revenue:		\$ -	\$ -

Department Head Signature (or electronic submission)

Town Manager Signature (if necessary)

Finance Director Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.

Town Manager is authorized to approve transfers between departments within the same fund up to \$50,000.

All inter-departmental transfers will be reported to Town Council by the following month.

Amendments that change the total budget or departmental transfers over \$50,000 require Town Council approval.

Town of Holly Springs Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

Department: Finance

Date: 12/7/2021

Reason for Budget Amendment:

To recognize the revenue and associated expenditures from the council approved installment purchase agreement financing.

Expense			
Account #	Account Description	Increase	Decrease
10-422-22-90.02	General Fund Public Works - Capital Outlay Vehicle	\$ 329,600	
10-418-18-90.02	General Fund Police - Capital Outlay Vehicle	\$ 202,200	
30-450-050-90.02	Utility Fund Collections - Capital Outlay Vehicle	\$ 62,500	
Total Expense:		\$ 594,300	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
10-355.05	General Fund Installment Financing	\$ 531,800	
30-355.05	Utility Fund Installment Financing	\$ 62,500	
Total Revenue:		\$ 594,300	\$ -

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.

Town Manager is authorized to approve transfers between departments within the same fund up to \$50,000.

All inter-departmental transfers will be reported to Town Council by the following month.

Amendments that change the total budget or departmental transfers over \$50,000 require Town Council approval.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

New Business

Title: Sugg Farm Paving Project (TOHS Proj. 21-024)

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

Staff Resource: Aaron Levitt, Utilities and Infrastructure

Action(s):

- Approve project budget and award the Sugg Farm Paving Contract to Turner Asphalt Inc. in the amount of \$254,000.

Explanation:

- This project consists of the rehabilitation of multiple road sections within Sugg Farm Park, totalling approximately 2,900 linear feet or 0.54 miles.
- The design was done in-house. Therefore, the total project cost equals the construction cost.
- The project includes pavement resurfacing as well as adding new asphalt to an existing gravel road section.
- On November 15, 2021, the Town received 2 bids for this project. At the end of business day on Wednesday, November 17th, the apparent lowest responsive responsible bidder was published. Since this was an informal bid, no public bid opening was required.
- Staff recommends awarding the contract to the lowest responsive responsible bidder, Turner Asphalt Inc., for the Base Bid and the Alternate Bid A.
- Construction is anticipated to start in Spring 2022 with an estimated completion by Summer 2022.

Background:

- The approved Community Investment Plan (CIP) originally budgeted \$130,000 for this project.
- The accepted bid, including project contingency, requires full project funding of \$254,000.
- The additional \$124,000 will be funded from capital project savings from existing Parks and Recreation capital projects.
- This action does not require any new appropriations.

Funding Source(s):

Existing appropriations in the Parks and Recreation capital project fund.

Attachment(s):

1. Project Map
2. Bid Recommendation
3. Bid Result Tabulation
4. Turner Asphalt Inc. (Partial Contract)

Sugg Farm Paving Project
Overview Map

Resurfacing
Existing Road
Sections

Sugg Farm at Bass Lake Park

Adding new
Asphalt to
Exiting Gravel
Road Section



THE TOWN OF *Holly Springs*

November 16, 2021

Kendra D. Parrish, PE, CFM
Executive Director of Utilities & Infrastructure
PO Box 8
Holly Springs, NC 27540

**RE: Recommendation of Award
Sugg Farm Paving Project, TOHS Project No. 21-024**

Dear Kendra,

Bids were opened for the above named project on 11/15/21. Based on the Certified Bid Tabulation from the 11/15/21, it appeared that Turner Asphalt Inc. was the apparent low bidder for the Sugg Farm Paving Project with a base bid of \$210,856.49. We recommend to also include Alternate Bid A, which will result in an increase of the bid amount by \$19,728.16.

I recommend awarding the Sugg Farm Paving Project to Turner Asphalt Inc. for the total amount plus 10% contingency, resulting in an amount of \$254,000.00.

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

Sincerely,

Dirk Siebenbrodt, P.E.
Project Engineer

DS/dra

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

Utility and Infrastructure Department
P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us

Base Bid, Section 1-3 (FDR)

ITEM DESCRIPTION	UNIT		TURNER ASPHALT INC.		% of Estimate
			UNIT COST	TOTAL	
				QTY COST	
Mobilization	LS		\$2,500.00	1 \$2,500.00	36%
12" FDR (50 lbs/yd2)	SY		\$21.00	3451 \$72,471.00	156%
3.0" Asphalt SC, Type S9.5B	SY		\$26.07	4157 \$108,372.99	145%
Shoulder Construction with ASB, 18" Wide and 6" Deep for 4900 LF (at 140 lb/cf)	CY		\$25.00	127 \$3,175.00	83%
Filling, Fine Grading, and Seeding Shoulder	LF		\$1.05	4900 \$5,145.00	53%
Utility Locates/Pothole	LS		\$2,800.00	1 \$2,800.00	56%
Geotextile (Woven)	SY		\$2.50	4157 \$10,392.50	125%
Removable Bollard, including embedment sleeve and foundation	EA		\$2,000.00	3 \$6,000.00	400%
Total				\$210,856.49	134%

EASTERN SERVICES, LLC			% of Estimate
UNIT COST	TOTAL		
	QTY	COST	
\$12,932.00	1	\$12,932.00	185%
\$25.25	3451	\$87,137.75	187%
\$20.60	4157	\$85,634.20	114%
\$200.00	127	\$25,400.00	667%
\$1.50	4900	\$7,350.00	75%
\$3,200.00	1	\$3,200.00	64%
\$4.15	4157	\$17,251.55	208%
\$1,500.00	3	\$4,500.00	300%
		\$243,405.50	155%

UNIT COST	ESTIMATE	
	TOTAL	
	QTY	COST
\$7,000.00	1	\$7,000.00
\$13.50	3451	\$46,588.50
\$18.00	4157	\$74,826.00
\$30.00	127	\$3,810.00
\$2.00	4900	\$9,800.00
\$5,000.00	1	\$5,000.00
\$2.00	4157	\$8,314.00
\$500.00	3	\$1,500.00
		\$156,838.50

Alternate A Bid, Section 4 (FDR)

Alternate A Bid, Section 4 (FDR)	UNIT		UNIT COST	TOTAL	
ITEM DESCRIPTION				QTY	COST
12" FDR (50 lbs/yd2)	SY		\$21.00	324	\$6,804.00
3.0" Asphalt SC, Type S9.5B	SY		\$26.09	324	\$8,453.16
Shoulder Construction with ASB, 18" Wide and 6" Deep for 742 LF (at 140 lb/cf)	CY		\$100.00	19	\$1,900.00
Filling, Fine Grading, and Seeding Shoulder	LF		\$1.50	742	\$1,113.00
Geotextile (Woven)	SY		\$4.50	324	\$1,458.00
Total:				\$19,728.16	

UNIT COST	TOTAL		
	QTY	COST	
\$25.25	324	\$8,181.00	187%
\$20.60	324	\$6,674.40	114%
\$200.00	19	\$3,800.00	667%
\$1.50	742	\$1,113.00	75%
\$4.15	324	\$1,344.60	208%
		\$21,113.00	164%

UNIT COST	TOTAL	
	QTY COST	
	QTY	COST
\$13.50	324	\$4,374.00
\$18.00	324	\$5,832.00
\$30.00	19	\$570.00
\$2.00	742	\$1,484.00
\$2.00	324	\$648.00
		\$12,908.00

Alternate B Bid, Section 1-3 (Replacement)

Alternate B Bid, Section 1-3 (Replacement)				TOTAL		
ITEM DESCRIPTION	UNIT		UNIT COST	QTY	COST	
Milling 2.0"	SY		\$12.00	3010	\$36,120.00	400%
Unclassified Excavation (8" Deep, 3010 SY)	CY		\$40.00	669	\$26,760.00	53%
8" ABC Stone	SY		\$38.00	3451	\$131,138.00	205%
12" FDR (50 lbs/yd2)	SY		\$21.00	-3451	(\$72,471.00)	156%
Total					\$121,547.00	159%

UNIT COST	TOTAL		
	QTY	COST	
\$4.25	3010	\$12,792.50	142%
\$55.00	669	\$36,795.00	73%
\$18.00	3451	\$62,118.00	97%
\$25.25	-3451	(\$87,137.75)	187%
		\$24,567.75	32%

UNIT COST	TOTAL	
	QTY COST	
	QTY	COST
\$3.00	3010	\$9,030.00
\$75.00	669	\$50,175.00
\$18.50	3451	\$63,843.50
\$13.50	-3451	(\$46,588.50)
		\$76,460.00

Alternate C Bid, Section 4 (Replacement)

Alternate C Bid, Section 4 (Replacement)				TOTAL		
ITEM DESCRIPTION	UNIT		UNIT COST			
				QTY	COST	
Milling 2.0"	SY		\$14.00	324	\$4,536.00	467%
Unclassified Excavation (8" Deep, 324 SY)	CY		\$50.00	72	\$3,600.00	67%
8" ABC Stone	SY		\$45.00	324	\$14,580.00	243%
12" FDR (50 lbs/yd2)	SY		\$26.00	-324	(\$8,424.00)	193%
Total:				\$14,292.00		179%

UNIT COST	TOTAL		
	QTY	COST	
\$4.25	324	\$1,377.00	142%
\$55.00	72	\$3,960.00	73%
\$18.00	324	\$5,832.00	97%
\$25.25	-324	(\$8,181.00)	187%
		\$2,988.00	37%

UNIT COST	TOTAL	
	QTY COST	
	QTY	COST
\$3.00	324	\$972.00
\$75.00	72	\$5,400.00
\$18.50	324	\$5,994.00
\$13.50	-324	(\$4,374.00)
		\$7,992.00

Note:

I hereby certify that the bid tabulation contained herein was prepared under my direct supervision. The individual contractor Unit Bid Prices are the actual prices placed on the Form of Proposal for the bidding process. Signed, sealed, and dated this 15th Day of November 2021 by:



SECTION 00300
BID PROPOSAL ("Proposal")

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

FROM: "BIDDER" TURNER ASPHALT, INC.

ADDRESS 5805 Lease Lane

Raleigh, NC 27617

DATE OF BID November 15, 2021

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

Town of Holly Springs Sugg Farm Paving Project, Town of Holly Springs Project 21-024

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

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

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

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

[Terms continued on the following page.]

** Fill in appropriate Addenda number(s):

Addendum #	<u>1</u>	Dated	<u>11/12/21</u>
Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u> </u>	Dated	<u> </u>

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

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

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

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

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

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

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

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

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

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

[Terms continued on the following page.]

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

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

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

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

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

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

BID PROPOSAL

GENERAL CONSTRUCTION
FOR THE

Town of Holly Springs Sugg Farm Paving Project - Holly Springs, NC

Town of Holly Springs Project 21-024
(the "Project")

ITEMIZED PROPOSAL

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

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

Two Hundred Ten Thousand Eight Hundred Fifty Six Dollars ^{49 CENTS} Dollars
and FORTY NINE Cents (\$ 210,856.49)

Bidder TURNER ASPHALT, INC.
(Print)

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

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS

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

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

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

CERTIFICATION AFFIDAVIT

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

TURNER ASPHALT, INC.

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

By: _____
(Signature)

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

TITLE OF SIGNER: _____
President
(Please Print or Type)

DATE: _____
November 15, 2021

BID SECURITY:

Accompanying this Proposal is a (1) Bid Bond in the amount of
(2) _____ Dollars
(\$ _____).

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

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

BIDDER'S LICENSE:

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating his/her/its particular trade and that the number of the license under which he/she/it now operates is 55042.

BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:

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

LIQUIDATED DAMAGES:

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

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

(SIGNATURE PAGE)

Dated 11/12, 2021



Turner Asphalt, Inc. (SEAL)

Bidder—Legal Entity

By: [Signature] (SEAL)

(SIGN HERE)

Wayne Turner

Printed Name

5805 Lease Lane

Raleigh, NC 27617

Address

(919) 784-0014

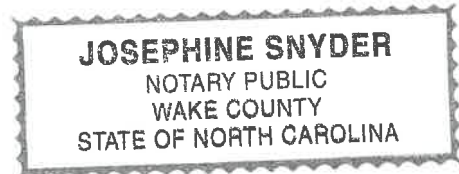
Telephone No.

Subscribed and sworn to before me this 15th day of November, 2021

[Signature]
Notary Public

My Commission Expires:

12-12-21



BID BOND

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

This Bid Bond is executed on November 15, 2021.

The name of the PRINCIPAL is Turner Asphalt, Inc. (1)

Corporation (2)

The name of the SURETY is Westfield Insurance Company

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

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

The amount of the Bond is Five Percent of Amount Bid

(Dollars) (\$ 5%)

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

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

Town of Holly Springs Sugg Farm Paving Project - Holly Springs, NC as described by a document
entitled "Project Manual for Town of Holly Springs Sugg Farm Paving Project" Project No. 21-024 dated
October 2021 by the Town of Holly Springs

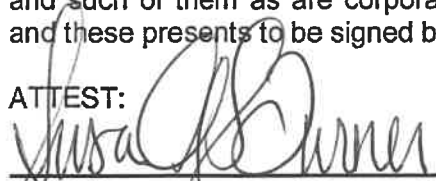
NOW, THEREFORE

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

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

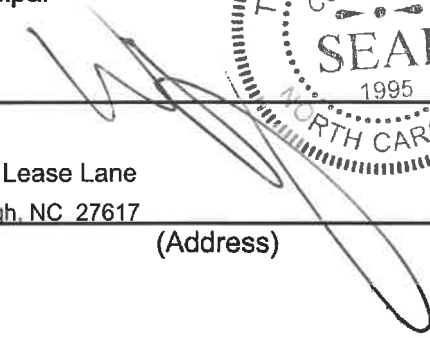
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:



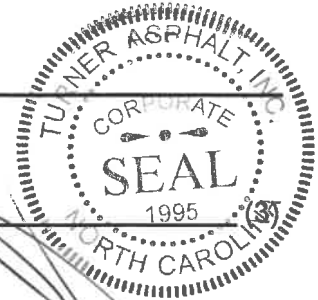
(Principal) Secretary
(SEAL)

Turner Asphalt, Inc.
Principal

BY: 

5805 Lease Lane
Raleigh, NC 27617

(Address)



Witness as to Principal

5805 Lease Lane

Raleigh, NC 27617

(Address)

ATTEST:



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

Westfield Insurance Company
Surety

By: 

Chelsea Souza, Attorney-in-Fact
(Name)

P.O. Box 5001

Westfield Center, OH 44251-5001

(Address)

330-887-0101

(Phone Number)





Witness as to Surety Leah Moore

P.O. Box 5001

Westfield Center, OH 44251-5001

(Address)

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

General
Power
of Attorney

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

CERTIFIED COPY

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

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

Surety Bond No.: Bid Bond
Principal: Turner Asphalt, Inc.
Obligee: Town of Holly Springs

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

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

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

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

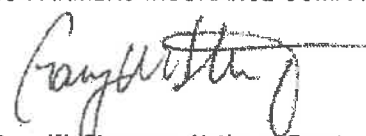
"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed





State of Ohio
County of Medina ss.:

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **15th** day of **November** A.D., **2021**.



 **Secretary**
Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

BIDDER'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT

STATE OF NC

COUNTY OF WAKE

Wayne Turner being first duly sworn on oath deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of North Carolina, it operates under the legal name of _____, and the full names of its officers are as follows:

President	<u>Wayne Turner</u>
Secretary	<u>Susan A. S. Turner</u>
Treasurer	_____
Manager	_____

and it does _____ have a corporate seal. The Wayne Turner is/are authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken _____, a certified copy of which is hereto attached. (Strike out this last phrase if not applicable.)

PARTNERSHIP:

The Bidder is a [limited/general] partnership consisting of individual/corporate partners as follows:

<u>General Partners</u>	<u>Limited Partners</u>
_____	_____
_____	_____
_____	_____

The partnership does business under the name of : _____

LIMITED LIABILITY COMPANY:

The bidder is a [member-managed/manager-managed] limited liability company consisting of the following individual/corporate members/managers:

<u>Managers</u>	<u>Members</u>
_____	_____
_____	_____
_____	_____

Project No. 21-024

00300-12

Town of Holly Springs
Sugg Farm Paving Project

QUALIFICATIONS OF BIDDERS

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

1. List of references who are qualified to judge as to his financial responsibility and his experience in work of similar nature to that bid upon:
2. List of previous contracting experience, including dollar values of contracts:
3. List of facilities or equipment that is available for use:
4. Name, residence, and title of the individual who will give personal attention to the work:
Derrick Hall- Project Manager
John Fisher- Project Manager
5. Financial Statement:

ASSETS

CURRENT ASSETS:

Cash	\$ _____
Notes and Accounts Receivable	_____
Inventories	_____

PLANT ASSETS:

Real Estate	\$ _____
Machinery	_____
Good Will, Patents, etc.	_____
	\$ _____
	Total Assets

LIABILITIES:

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

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

<u>Claim</u>	<u>Date of Claim</u>	<u>Resolution, if any</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Notes:

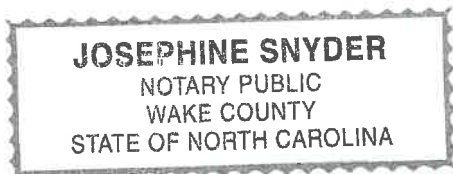
- A. The above is a suggested form for the Financial Statement, but the Bidder is not required to follow the form explicitly. The Financial Statement submitted must clearly show to the satisfaction of the Owner the Bidder's current financial condition. The Owner reserves the privilege of requiring additional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

**AFFIDAVIT OF
STATEMENT OF NON-COLLUSIVE**

State of _____)
County of _____) ss.

_____ Wayne Turner _____ being first duly sworn,
deposes and says that:

- (1) He/she is the _____ PRESIDENT
(Owner, Partner, Officer, Representative or Agent)
of _____ TURNER ASPHALT, INC., the BIDDER that has
submitted the attached BID PROPOSAL;
- (2) He is fully informed respecting the preparation and contents of the attached BID PROPOSAL and of all pertinent circumstances respecting such BID PROPOSAL;
- (3) Such BID PROPOSAL is genuine and is not a collusive or sham BID PROPOSAL;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham BID PROPOSAL in connection with the Contract for which the attached BID PROPOSAL has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID PROPOSAL or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID PROPOSAL price or the BID PROPOSAL price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against The Town of HOLLY SPRINGS, or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.



TURNER ASPHALT, INC.
BIDDER _____
BY _____
ITS _____ PRESIDENT
(Title)

Subscribed and sworn to before me this 15th day of November, 2021

My commission expires 12-12-21

Project No. 21-024

00300-18

Town of Holly Springs
Sugg Farm Paving Project

END OF AFFIDAVIT

Town of Holly Springs

AFFIDAVIT A

AFFIDAVIT of Intent to Perform Contract with Own Workforce.

County of Wake

Affidavit of _____ TURNER ASPHALT, INC.
(Name of Bidder)

I hereby certify that it is our intent to perform a minimum of 100 % of the work required for the

Sugg Farm Paving Project

Project No. 21-024

contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract substantial elements of work for this type project, and normally performs and has the capability to perform and will perform substantial elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 11/15/21 Name of Authorized Officer: TURNER ASPHALT, INC.

Signature: _____

Title: PRESIDENT



State of North Carolina, County of Wake
Subscribed and sworn to before me this 15th day of November 2021
Notary Public Josephine Snyder
My commission expires 12-12-21

Project No. 21-024

00300-20

Town of Holly Springs
Sugg Farm Paving Project

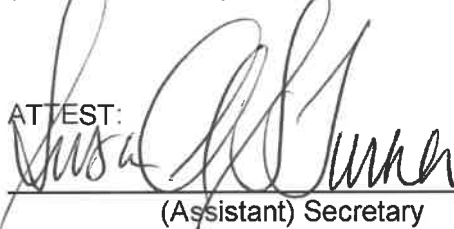
NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Bid Proposal, and the resulting execution of a Contract, that the parties hereto, their agents, officials, employees or servants shall not discriminate in any manner on the basis of age, handicap, race, color, creed, gender, religious affiliation, or national origin with reference to the subject matter of the Contract, no matter how remote.

This provision, being incorporated for the benefit of the Town of HOLLY SPRINGS and its residents, may be enforced as set out in the ordinances of the Town of HOLLY SPRINGS, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

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

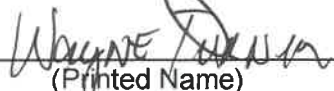
ATTEST: 

(Assistant) Secretary

(Printed Name)

(Corporate Seal)

TURNER ASPHALT, INC.
Corporate Name
BY: 

(Vice) President


(Printed Name)

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

WITNESS

(Printed Name)

Partnership Name (SEAL)
BY: _____ (SEAL)
General Partner

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

_____	_____ (SEAL)
WITNESS	Company Name
_____	BY: _____ (SEAL)
(Printed Name)	Manager/Member

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

_____	_____ (SEAL)
_____	_____
_____	(Printed Name)
WITNESS	

(Printed Name)	

Subscribed and sworn to before me this _____ day of _____, 20__.

_____	_____
Notary Public	County

My Commission Expires:

NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: _____

ADDRESS: _____

FROM: _____

OWNER: Town of HOLLY SPRINGS
Engineering Department
HOLLY SPRINGS, North Carolina

PROJECT: Town of Holly Springs Sugg Farm Paving Project - Holly Springs, NC
Project No. 21-024

You are hereby notified that the Owner has considered the Bid Proposal submitted by you for the above-described project in response to its Notice to Bidders dated _____.

It appears that it is to the best interest of said Owner to accept your Bid Proposal in the amount of: _____ Dollars (\$_____). You are therefore hereby notified that your Bid Proposal has been accepted for _____

The Bidder is required by as a condition of its Award of the Contract to execute and deliver the formal Contract with the Owner and to furnish the required Bidder's Performance and Payment Bonds within fifteen (15) days from the date of the delivery of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within fifteen (15) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and to award the work covered by your Bid Proposal to another bidder, or to readvertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20____.

Town of HOLLY SPRINGS, North Carolina

By: _____

Title: _____

Project No. 21-024

00300-23

Town of Holly Springs
Sugg Farm Paving Project

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20____.

Bidder

By: _____

Title: _____

- END OF SECTION 00300 -

SECTION 00400
ALTERNATES

PART 1 - GENERAL

1. DESCRIPTION OF REQUIREMENTS

- A. Submit with the bid, in the spaces provided on the Bid Form, alternate bids stating the price bid to perform the additional, or substitute alternate work scheduled below. The Alternate Bid amount is not included in the Base Bid amount and will not be considered in the determination of the low Bidder. The Owner reserves the right to accept or reject the alternate bid.

2. SELECTION OF ALTERNATES

- A. In accepting an alternate bid, the Owner assumes that the bidder has examined the site drawings, architectural drawings, specifications, and is aware of all adjustments of affected work necessary to accomplish the stated desired results, whether or not all such adjustments are described within the Schedule of Alternate Bids.
- B. Materials and work shall conform to the applicable sections of the specifications and to typical details on the drawings for the type of work involved.

3. RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions and other Division - Specification Sections, apply to this Section.

4. SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternate Bids.
- B. Definition: An alternate bid is an amount proposed by Bidder and stated on the Bid Form for construction activities defined in the Bidding Requirements that may be added to, or substituted for certain of the Base Bid work items as identified in the Alternate Bid Schedule. The alternate bid amount(s) will be used as an "add to" the BASE BID price or a substitute for certain of the items in the base bid total, thereby modifying the total bid amount accordingly. The Total Bid amount will be determined once the Owner decides whether to accept the alternate bid price for the corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in Contract Documents, or not. Once again, the Alternate Bid amount will not be considered in the determination of the low bidder..
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternate Bids have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternate Bids.
- E. Schedule: A "Schedule of Alternate Bids" is included at the end of this Section. Specification Sections contain requirements for materials and methods necessary to achieve the Work described under each Alternate Bid.
 - 1. Include as part of each Alternate Bid, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate Bid.

5. SCHEDULE OF ALTERNATE BIDS

A. GENERAL

- 1. The description of the Alternate Bids indicated is understood to be incomplete and abbreviated, and does not necessarily detail the full range of materials and processes needed to complete the work for each alternate, but is intended to imply the scope of such work. Coordinate related work and modify surroundings work as required to properly integrate with the work of each alternate.

B. ALTERNATE BIDS

"TOHS - Sugg Farm Paving Project – Alternate Bid A, Road Section 4 (FDR)"

The Alternate Bid A is for the Road Section 4 as shown on the site Plan, Sheet 1.1, adding this section to Section 1-3, constructed with the FDR method.

TOHS - Sugg Farm Paving Project – Alternate Bid B, Road Section 1-3 (Replacement)

The Alternate Bid B is for the Road Section 1-3 as shown on the site Plan, Sheet 1.1, constructed with milling, ABC stone, and new asphalt layer.

TOHS - Sugg Farm Paving Project – Alternate Bid C, Road Section 4 (Replacement)

The Alternate Bid C is for the Road Section 4 as shown on the site Plan, Sheet 1.1, adding this section to Section 1-3, constructed with milling, ABC stone, and new asphalt layer.

SECTION 00500
AGREEMENT (CONTRACT)

**INSTRUCTIONS TO CONTRACTORS AND
REQUIREMENTS AS TO FORM FOR TOWN OF HOLLY SPRINGS, NC AGREEMENTS**

DO NOT REMOVE FROM AGREEMENT

Please observe the following in executing the attached Agreement:

1. The Owner may contract with four types of legal entities.
 - (a) If the Agreement is with an individual, that individual should sign the Agreement exactly as his/her name is set out. If the Agreement is with an individually-owned business, the Agreement should be with the individual owner, and not the named business.
 - (b) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than president or vice president should attach documentation of his/her authority to execute and bind the corporation.
 - (c) If the Agreement is with a partnership, all general partners of the partnership should execute the Agreement unless an authorized partner is designated to execute, in which case documentation of such authorization should be attached.
 - (d) If the Agreement is with a limited liability company, all managers of the limited liability company should execute the Agreement. If the limited liability company is member-managed, all members should sign the Agreement. If only certain manager(s) or member(s) of the limited liability company are authorized to execute the Agreement, documentation of such authorization should be attached.
2. After signing the Agreement, the appropriate notary's acknowledgement, in the individual, corporate or partnership form should be completed.
3. The Performance Bond and Payment Bond should be attached to the Agreement package. They should be signed by the Contractor, and its signature should be acknowledged with the appropriate acknowledgement form. Next, the Bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the Bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the Bond Documents.
4. The Agreement and Bonds should not be dated, except by the last person executing the Agreement, normally the Town Clerk.
5. The Bid Form and all other documents submitted with the Bid shall be included with the Agreement.
6. Bid Proposal: Complete the Acceptance of Notice section on the last page of this document.
7. Page 00500-3: Fill in the Contractor name and address.

8. Pages 00500-6 through 00500-9: Choose the appropriate signature page and complete it in its entirety.
9. Pages 00500-10 through 00500-15: Complete in their entirety.
10. Page 00500-17: Certificate of Insurance. The General Conditions of the Contract, as modified by the Supplementary Conditions and the Special Conditions, require the Certificate of Insurance to include the Indemnification Agreement on the reverse side of the Certificate. All parties required to be named as additional insured parties by the Contract Documents in connection with the attached Agreement shall be named on the Certificate of Insurance for each policy.
11. Most Certificates of Insurance state under the cancellation clause that “the issuing company will endeavor to mail 30 days written notice to the ...” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives”. If your certificate states this, the words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives” must be stricken in order to comply with the Contract Documents.
12. Four copies of the Agreement are sent to the Contractor. The original and duplicates should be signed and returned to the Engineer or Architect for signature by the Owner, after which one duplicate will be returned to the Contractor and one copy will be sent to the Contractor’s Bonding Company(ies).
13. Failure to fully complete all four sets of the Agreement will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

AGREEMENT

This Agreement (the "Agreement") is made this ____ day of _____, in the year 20____, by and between the Town of Holly Springs, North Carolina, (the "Owner") and _____ of _____, (the "Contractor").

WITNESSETH

THAT, WHEREAS, an Award of Contract (the "Award") for:

Town of Holly Springs Sugg Farm Paving Project – Holly Springs, NC
Project No. 21-024

as prepared by the Town of Holly Springs, (hereinafter called "Engineer's Consultant"), has recently been awarded to the Contractor by the Owner.

AND WHEREAS, the work to be performed by the Contractor or its subcontractors, and the labor, materials, equipment, apparatus, and supplies to be provided in connection therewith (collectively, the "Work") is more particularly described in the Proposal (the "Proposal") attached hereto.

AND WHEREAS, the aggregate cost of the Work (referred to as either the "Contract Price" or the "Contract Sum") and the individual prices and rates of the various components of the Work that together comprise the Contract Price, are more particularly described in the Proposal.

AND WHEREAS, it was one of the conditions of said Award that a formal contract should be executed by and between the Owner and the Contractor, evidencing the terms of said Award.

NOW THEREFORE, THIS AGREEMENT FURTHER WITNESSETH THAT the Owner and the Contractor represent, warrant, covenant and agree as follows:

It is agreed and understood that the terms and conditions of the following documentation of are a part of and parcel to this Agreement to the same extent as if incorporated herein in full:

Project Manual for Project No. 21-024 Town of Holly Springs Sugg Farm Paving Project;
Standard General Conditions of the Construction Contract (EJCDC Document No. 1910-8, 1996 edition),
as amended, revised, and supplemented by the Supplementary Conditions (the "Supplementary
Conditions") and the Special Conditions (the "Special Conditions") thereto (as so amended, revised and
supplemented, the "General Conditions") and 2018 NCDOT Standard Specifications for Roads and
Structures.

The Contractor hereby covenants and agrees with the Owner that it will, for a sum equal to the Contract Price, well and faithfully perform, provide and execute the Work in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Notice to Bidders/Invitation to Bid, the Instructions to Bidders, the Proposal, the Plans, the Specifications, the General Conditions and the Contract Documents (as that term is defined in the General Conditions), all of which are a part of and parcel to this Agreement to the same extent as if incorporated herein in full.

And the Owner does hereby covenant and agree with the Contractor that it will pay to the Contractor, when due and payable under the terms of the Contract Documents and the Award, the Contract Price, and

Project No. 21-024

00500-3

Town of Holly Springs
Sugg Farm Paving Project

that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents and the terms of said Award.

The Contractor shall commence the Work on the commencement date specified in a written order of the Owner (the "Notice to Proceed"). The Work shall be **finally and fully completed in the manner and times described in Table 1 below**, so that it is ready for final payment, as evidenced by the Engineer's or the Architect's written recommendation. In the event that the Work is not completed to the standards and degrees required by the Contract Times, or either of them, liquidated damages shall be assessed against the Contractor for each day of delay as described herein below.

LIQUIDATED DAMAGES

The parties recognize and acknowledge that Owner will suffer financial losses if the Work is not completed as required within the Contract Times. They also recognize and acknowledge that the damages caused by the contractor's delays are difficult to ascertain and that the expense and difficulty to both parties in proving or contesting the amounts of those losses would be substantial. Instead of requiring proof of those amounts, it is agreed that Contractor shall be liable for and shall pay owner the following amounts under owner's damages, and engineering charges, all as liquidated damages, and not as a penalty in the event the Work remains incomplete at the end of the contract time specified in the Notice to Proceed.

The Contractor agrees further that the Owner may retain those amounts indicated below from the amount of Compensation due the Contractor for each day that the work remains incomplete beyond the completion date specified in the Notice to Proceed. Payment by the Owner to the Contractor in lieu of retainage does not constitute a waiver by the Owner. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work within the stipulated time, and it is not to be construed, in any sense, as a penalty. The parties agree this is a reasonable amount.

No Contractor shall have a claim against the Owner as a result of a third party's lack of progress or project completion.

Table 1 - Time for Performance

Contract	Number of Days	Owner's Damages	Engineering Charges	Total Liquidated Damages
From NTP to Substantial Completion	90 days	\$300 /day	\$200 /day	\$500 /day
From Substantial Completion to Final Completion	30 days	\$150 /day	\$100 /day	\$250 /day

Payment of the charges described herein shall not excuse or relieve the Contractor for any other liability under the Contract Documents for delay in the progress schedule of the Work, and all other penalties imposed on the Contractor and remedies available to the Owner under the Contract Documents shall remain in full force and effect.

IN WITNESS WHEREOF, said Contractor and Owner, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written.

ATTEST:

TOWN OF HOLLY SPRINGS,
a North Carolina municipality

By: _____
Name: Linda McKinney
Title: Town Clerk

By: _____
Name: Randy Harrington
Title: Town Manager

(SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County,
State of _____, do hereby certify that _____
personally came before me this day and acknowledged that he/she is the Town Clerk of the Town of
Holly Springs, a North Carolina municipality, and that, by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its seal,
and attested by himself/herself as its Town Clerk.

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

[Contractor's Signature, if individual(s)]

CONTRACTOR:

(SEAL)

(SEAL)

(SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County,
State of _____, do hereby certify that _____
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is an individual, his/her signature shall be placed above. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor's Signature, if a corporation]

CONTRACTOR:

a _____ corporation

ATTEST:

Secretary
(SEAL)

By: _____
Name: _____
Title: _____ President

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ Secretary of _____, a _____ corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its _____ Secretary.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If the Contractor is a Corporation, the legal name of the Corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the Corporation. If the signature is by an agent other than an authorized officer of the Corporation, a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor's Signature, if a partnership]

CONTRACTOR:

_____,
a [general/limited] partnership (SEAL)

By: _____ (SEAL)

Name: _____

Title: General Partner

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____, General Partner of _____, a _____ [general/limited] partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his/her act and deed and as the act and deed of the partnership.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is a partnership, the true name of the firm shall be set forth above, together with the signatures of all the general partners. If the signature is by an agent other than a general partner, a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor's Signature, if a limited liability company]

CONTRACTOR:

_____,
a limited liability company (SEAL)

By: _____ (SEAL)

Name: _____

Title: Member/Manager

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State
of _____, do hereby certify that _____ a
[Member/Manager] of _____, a _____ limited liability
company, personally appeared before me this day and acknowledged the due execution of the foregoing
instrument as his/her act and deed and as the act and deed of the company.

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is a limited liability company, the true name of the firm shall be set forth above, together with the signatures of all the managers. If the signature is by an agent other than all of the managers of the limited liability company (or all of the members, if the company is member-managed), a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

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PERFORMANCE BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is _____
_____ Dollars (\$ _____)

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the "Contracting Body", in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Agreement with the Contracting Body, dated the ____ day of _____, 20__ for work described by Plans and Specifications prepared by Town of Holly Springs, herein called and referred to as the "Engineers", a copy of said Agreement is hereto attached and made a part hereof for the construction of:

Town of Holly Springs Sugg Farm Paving Project – Holly Springs, NC as described by a document entitled "Project Manual for Town of Holly Springs Sugg Farm Paving Project", Project No. 21-024, dated October 2021 by the Town of Holly Springs

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement during the original term of said Agreement and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation is to be void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____ (3)

(Address)

Witness as to Principal

(Address)

Surety

By: _____ (4)

(Name)

ATTEST:

(Address)

By: _____
[N.C. Resident Agent]
(SEAL)

(Phone Number)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

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

Project No. 21-024

00500-12

Town of Holly Springs
Sugg Farm Paving Project

PAYMENT BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is _____ Dollars (\$ _____)

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the "Contracting Body", in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Agreement with the Contracting Body, dated the ____ day of _____, 20__ for work described by Plans and Specifications prepared by Town of Holly Springs, herein called and referred to as the "Engineers", a copy of said Agreement is hereto attached and made a part hereof for the construction of:

Town of Holly Springs Sugg Farm Paving Project – Holly Springs, NC as described by a document entitled "Project Manual for Town of Holly Springs Sugg Farm Paving Project", Project No. 21-024, dated October 2021 by the Town of Holly Springs

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Agreement, and any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then this obligation is to be void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____ (3)

(Address)

Witness as to Principal

(Address)

Surety

By: _____ (4)

(Name)

(Address)

(Phone Number)

ATTEST:

By: _____
[N.C. Resident Agent]
(SEAL)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

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

Project No. 21-024

00500-14

Town of Holly Springs
Sugg Farm Paving Project

AFFIDAVIT

(To be attached to all Agreements)

STATE OF _____)
COUNTY OF _____) SS
_____)

_____ being first duly sworn on oath deposes and says
that s/he is _____ (attorney-in-fact or agent) of
_____ (bonding company) surety on the attached Agreement on
_____ executed by
_____ (Contractor).

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the Bond, undertaking or Contract of Indemnity, Guaranty, Suretyship in connection with the above mentioned Agreement.

Signed _____

Subscribed and sworn to before me this ____ day of _____, 20__.

(Notary Public, _____ County, _____)

My Commission Expires _____

RESOLUTION OF CONTRACTOR'S PARTNERS, MANAGERS OR MEMBERS

(Attach if necessary)

CERTIFICATE OF INSURANCE

(Attach)

[See the General Conditions for specific requirements.]

NOTICE TO PROCEED

TO: CONTRACTOR: _____
ADDRESS: _____

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

OWNER: Town of Holly Springs
P.O. Box 8
128 S. Main St.
Holly Springs, North Carolina 27540

PROJECT: Town of Holly Springs Sugg Farm Paving Project – Holly Springs, NC

PROJECT NO.: 21-024

CONTRACT PRICE/SUM: \$ _____

You are hereby notified to commence Work on the referenced project on or before _____, 20__
(the "Commencement Date"), and are to finally and fully complete the Work within 120
CONSECUTIVE CALENDAR DAYS of the Commencement Date. Your Contract final completion
date is therefore _____, 20__.

The Agreement provides for assessment of liquidated damages for each consecutive calendar day after
the above established completion date that the Work remains incomplete to the standard and degree
required.

ENGINEER/ARCHITECT:

Town of Holly Springs Utilities and
Infrastructure Department

By: _____

Name: _____

Title: _____

Date: _____

- END OF SECTION 00500 -

Project No. 21-024

00500-18

Town of Holly Springs
Sugg Farm Paving Project

SECTION 00510
ITEMIZED BID PROPOSAL

UNIT PRICES:

A unit price is an amount stated in the Construction Agreement as a price per unit of measurement for materials or service an shall be added to or deducted from the contract Sum by Change order in the event that a specific material and/or service provided by the Contractor is increased or decreased from the Estimated Quantity Bid in the Construction Agreement.

Unit prices are complete for labor, equipment, material, overhead and profit. Base Bid and Alternate Bid (if the Alternate Bid is Accepted) includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified. Any unused amount will be credited to the Owner by change order at the end of the project. Likewise, any item installed and accepted by the Owner that exceed the Contract Quantity estimated for that particular Bid item will be paid to the Contractor by Change Order at the Progress Payment that follows approval of the installation of the additional work items.

TOHS - Sugg Farm Paving Project – Base Bid, Road Section 1-3 (FDR)

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total Price</u>
Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
12" FDR (50 lbs/yd ²)	3451	SY	\$ 21.00	\$ 72,471.00
3.0" Asphalt SC, Type S9.5B (2 Lifts)	4157	SY	\$ 26.07	\$ 1 08,372.99
Shoulder Construction with ASB, 18" Wide and 6" Deep for 4900 LF (at 140 lb/cf)	127	CY	\$ 25.00	\$ 3,175.00
Filling, Fine Grading, and Seeding Shoulder	4900	LF	\$ 1.05	\$ 5,145.00
Utility Locates/Pothole	1	LS	\$ 2,800.00	\$ 2,800.00
Geotextile Fabric (Woven)	4157	SY	\$ 2.50	\$ 10,392.50
Removable Bollard, including embedment, sleeve and foundation	3	SY	\$ 2,000.00	\$ 6,000.00
Total for Base Bid			\$	210,856.49

TOHS - Sugg Farm Paving Project – Alternate Bid A, Road Section 4 (FDR)

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total Price</u>
12" FDR (50 lbs/yd ²)	324	SY	\$ 21.00	\$ 6,804.00
3.0" Asphalt SC, Type S9.5B (2 Lifts)	324	SY	\$ 26.09	\$ 8,453.16
Shoulder Construction with ASB, 18" Wide and 6" Deep for 4900 LF (at 140 lb/cf)	19	CY	\$ 100.00	\$ 1,900.00
Filling, Fine Grading, and Seeding Shoulder	742	LF	\$ 1.50	\$ 1,113.00
Geotextile Fabric (Woven)	324	SY	\$	\$ 1,458.00
Total for Alternate Bid			\$	19,728.16

Project No. 21-024

00510-1

Town of Holly Springs
Sugg Farm Paving Project

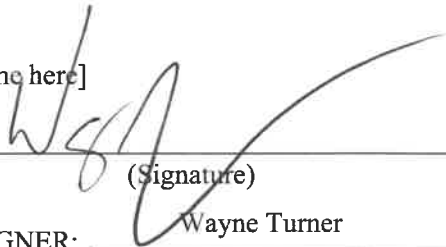
**TOHS - Sugg Farm Paving Project – Alternate Bid B, Road Section 1-3
(Replacement)**

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total Price</u>
Milling 2"	3010	SY	\$ 12.00	\$ 36,120.00
Unclassified Excavation (8" Deep, 3010 SY)	669	CY	\$ 40.00	\$ 26,760.00
8" ABC Stone	3451	SY	\$ 38.00	\$ 131,138.00
12" FDR (50 lbs/yd ²)	-3451	SY	\$ -21.00	\$ -72,471.00
Total for Alternate Bid		\$	121,547.00	

**TOHS - Sugg Farm Paving Project – Alternate Bid C, Road Section 4
(Replacement)**

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total Price</u>
Milling 2"	324	SY	\$ 14.00	\$ 4,536.00
Unclassified Excavation (8" Deep, 3010 SY)	72	CY	\$ 50.00	\$ 3,600.00
8" ABC Stone	324	SY	\$ 45.00	\$ 14,580.00
12" FDR (50 lbs/yd ²)	-324	SY	\$ -26.00	\$ -8,424.00
Total for Alternate Bid		\$	14,292.00	

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

By: 
(Signature)

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

TITLE OF SIGNER: PRESIDENT
(Please Print or Type)

DATE: November 15, 2021

- END OF SECTION 00510 -



Advertised: November 01, 2021
Addendum No.1: November 12, 2021

ADDENDUM NO.1
TOWN OF HOLLY SPRINGS SUGG FARM PAVING PROJECT
TOWN OF HOLLY SPRINGS PROJECT NO. 21-024

I. Addressed Contractor Questions/Comments:

During plan review the following questions/comments were asked and clarified.

- Is there a required MWBE percentage for the bid?
Answer: Project Manual, Section 905-1 states that the Town of Holly Springs current goal for minority participation for public building construction is ten percent (10%).
- 05000-4 of the specs call out the use of an asphalt prime coat. Will this be required? We've seen prime coats often called out in the specs but not actually required or performed.
Answer: No, a prime coat for the ex. ABC stone in the base bid and new ABC stone in the bid alternates is required.
- 06100-2 of the specs under FDR Submittals calls out providing an FDR mix design. Will this be required? Generally, mix designs take anywhere from 4 to 6 weeks to be prepared by an engineering firm.
Answer: A geotechnical firm was not hired for this project and the contractor will not be required to hire one. A mix of 50lbs of cement per square yard shall be used per FDR bid items in the Base Bid and Alternate Bid A.

As well on the same page there is a section specifying the particle distribution of the processed materials. Will this be required? If so, who is responsible for this type of testing? The contractor or the town?

Answer: This will not be required.

- 06100-3 specifies the use of a curing compound...generally this a prime coat type of material placed over the portland stabilized base course in order to seal moisture in and allow for a cure. In lieu of a curing compound, wet curing also appears to be specified (keeping the base continuously moist for 5-7 days with water). What is the towns preferred method? Keep in mind the curing period is 5 to 7 days...If we are not allowed to keep the roadway completely shut down to users during that period, it would be better to wet cure rather than using a curing

compound since even when curing compounds are blotted with sand there is a good chance the material could be picked up and tracked on to vehicle tires and pedestrian's shoes.

Answer: This will not be required.

- Regarding the FDR process, is the intent to mill and dispose of the top 3" of the existing asphalt prior to stabilization or are we to pulverize the existing asphalt into the existing stone subgrade? If we are to pulverize the asphalt in, this will in essence raise the overall elevation of the roadway by 3" unless we were to clip off 3" of material prior to stabilization.

Answer: The FDR includes pulverizing the existing asphalt into the existing stone subgrade. The ASB shoulder will be the transition from new asphalt to exiting shoulder.

- Can you please clarify the Shoulder Construction with ASB work? The way I'm reading this is we are constructing the shoulders of the new pavement areas with 6" of ABC stone which is then supposed to be seeded? Is there any type of soil that is supposed to be mixed with the ABC to make it more suitable to growing grass?

Answer: Section 4100 states to construct the top 6" of shoulders with soils capable of supporting vegetation. The ASB shoulder has sand parts in it to enable grass growth.

- The removeable bollard line item is listed as SY. Is this supposed to be EA?

Answer: Yes, the unit should have been EA. The Town acknowledges this. The initial Project Manual and Project Plans can still be used and submitted for the bid submittal, due to the limited time available until next Monday.

- The details provided on the plans for the bollards show permanent bollards with a collapsible center bollard. Can you please provide details and recommended manufacturer of the removable bollards?

Answer: On Sheet 2.1, HS341 Note 2, it is specified as Trafficguard – Model LPHDHB. Please use this for the bid next week.

That being said, I received an update on this item from the TOHS P&R Dept. and they prefer Post Guard® Removable Bollard, 36"H x 4"Dia., yellow, RMB436PY. This option will be discussed after the bid during the pre-con meeting.

- Who is responsible for materials testing? Also, what actual tests will be required?

Answer: The road will need to be built per Town's and NCDOT standards. The Town will provide the inspections.

- Will as-builts of the final paving be required?

Answer: No.

- There are sections for erosion control in the manual, but no measures called out in the plans or pay items. Just want to confirm there is no S&EC component, inspection, logging, etc to the project.

Answer: Correct, there is no S&EC component, inspection, logging, etc. to the project.

- Geotextile fabric is listed as a pay item in the base bid, however generally geotextile fabrics are utilized when being placed under an ABC base course for soil stabilization. What is the intended use and placement of the geotextile fabric in this instance?

Answer: Yes, the Geotextile fabric should have not been part of the Base Bid and Alternate A (FDR), but rather for Alternate Bid B and C (Replacement). And since we are not in the Triassic Basin, the fabric is not even required in the Alternate Bid B and C (Replacement). We will not update Section 510 of the Project and not post it since there might not be enough time for contractors to upload the revised Project Manual in time and update the submittal, with coming Monday being the bid day.

- As well, the fabric specified in Section 17000 (Exxon GTF-200) is no longer manufactured. Can you please specify a current fabric?

Answer: Winfab 270hp TerraTex HPG -27 or approved equal.

- Regarding actual construction, will we be allowed to completely close the roadway during our work, or do we have to phase the work to keep one lane open at a time?

Answer: The roadway will be allowed to be completely closed during work, but the times need to be coordinated with the TOHS Parks & Recreation Department to avoid any conflicts during events that take place in the park. This coordination will take place during the pre-con meeting.

ITEMS SHOWN ABOVE ARE FOR THE BIDDERS' INFORMATION ONLY. NO UPDATED PLAN OR PROJECTS MANUAL NEED TO BE DOWNLOADED OR RE-PRINTED.

II. Acknowledgement of Addendum is not required

Bidder **will not** be required to acknowledge receipt of this Addendum No. 1, dated November 12, 2021, in the Bid Proposal due to the limited time that is left until the bid deadline. The purpose of this addendum is solely for the bidders' information. All bids that are using the original plans and specs are being considered.

III. Reminder to Bidders of the Required Bid Form

Bidder is reminded of the Project requirement that was stated in the Invitation to Bid:

"All bids shall include the entire contract document bound as it was presented for bid, with applicable bidding information filled out. Do not remove sections and resubmit."

This Addendum No. 1 is submitted this 12^h day of November, 2021.

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

Thank you,

A handwritten signature in blue ink, reading "Dirk Siebenbrodt". The signature is stylized with a long horizontal stroke at the end.

Dirk Siebenbrodt, P.E.
Town of Holly Springs
Project Engineer
Tel.: (919) 557-3931
Email: dirk.siebenbrodt@hollyspringsnc.gov

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

Check if Required	Insurance	Minimum Coverage
√	Worker's Compensation	[Statutory Minimum]
√	Employer's Liability	\$1,000,000
	Comprehensive General Liability including Premises/Operations; Explosion, Collapse and Underground Property Damages; Products/Completed Operations; Broad Form Contractual; Independent Contractors; Broad Form Property Damage; and Personal Liability:	
√	(1) Bodily Injury	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
√	(2) Property Damage	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
√	(3) Personal Injury, with employment exclusion deleted	\$1,000,000 Annual Aggregate
	Comprehensive Motor Vehicle Liability, including all owned (private and others), hired and non-owned vehicles used in the Work:	
√	(1) Bodily Injury	\$1,000,000 Each Person \$2,000,000 Each Accident
√	(2) Property Damage	\$1,000,000 Each Occurrence
√	Completed Operations Hazard Insurance	Contract [Sum or Price] or \$1,000,000 if greater
	Builder's Risk/Fire and Extended Coverage, including vandalism and malicious mischief	Contract [Sum or Price] or \$1,000,000 if greater
√	Special Hazards Insurance, including coverage for "boiler and machinery",	Contract Amount or \$1,000,000, whichever is

Check if Required	Insurance	Minimum Coverage
	"blasting and explosion", "collapse of structure" or "injury to any structure due to contractor's operations" and "damage to underground structures, pipes or conduits"	greater
√	Umbrella Liability	\$5,000,000 per occurrence and policy aggregate limit

2. The comprehensive general liability insurance and comprehensive motor vehicle disability insurance shall include Owner, its agents and agencies, ENGINEER and ENGINEER'S Consultant and all municipalities where Work is being performed as additional insureds as primary without contribution. The insurance policies required hereunder shall not contain any third party benefit exclusion.

3. Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with this Paragraph. Evidence of such excess liability shall be delivered to OWNER in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The umbrella liability insurance shall have a combined single limit of not less than \$5,000,000.

4. If any of the property and casualty insurance requirements described herein are not complied with at the renewal dates of the insurance policy(ies), then payments to the Contractor shall be withheld until all requirements have been met, or, at the option of the Owner, if the renewal premiums have not been paid, then the Owner may pay the renewal premiums and withhold the cost thereof from any monies due to the Contractor.

5. In the event that claims in excess of the coverage amounts provided herein are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the OWNER.

6. The CONTRACTOR shall submit to the OWNER documentation as to the cost of insurance coverage required hereunder prior to obtaining the policy(ies). The OWNER may, if it deems it to be in its best interest, obtain a portion or all of the coverage on its own and receive a credit from the CONTRACTOR against the Contract Sum for the cost of the insurance so provided by the OWNER."

6. Delete Paragraph 5.05.A of the EJCDC General Conditions, in its entirety, and replace it with the following:

"A. CONTRACTOR shall purchase and maintain a separate OWNER'S Protective Liability policy, issued to OWNER at the expense of CONTRACTOR, including OWNER and

ENGINEER as named insured as primary coverage without contribution. The CONTRACTOR shall provide the OWNER with a certificate of insurance for the policy prior to the effective date of the CONTRACT. The certificate shall state that the policy cannot be canceled or terminated while the Work under this Contract, and any renewals thereof, is still in progress without 30 days' prior notice to the OWNER, who shall have the option of reinstating the policy. The CONTRACTOR shall provide renewal certificates no later than 30 days prior to the expiration date of the policy. The policy of insurance shall provide coverage for not less than the following amounts:

1.	Bodily Injury	\$1,000,000	Each Occurrence
2.	Property Damage	\$1,000,000	Each Occurrence
		\$1,000,000	Annual Aggregate"

7. SC-5.06.

a) Rename Section 5.06, "*Additional Insurance.*"

b) Delete Paragraph 5.06.A in its entirety and insert the following in its place:

"A. OWNER, CONTRACTOR and ENGINEER, each at their own option and expense, may purchase and maintain any additional insurance it deems necessary or prudent to protect its interests in connection with the Work. Expenses of such insurance and any deductibles shall not constitute a portion of the Contract Price but are to be borne entirely by the party obtaining such insurance."

c) Delete Paragraphs 5.06.B through 5.06.E in their entirety without substitution.

8. SC-5.07.

a) Delete Paragraph 5.07.A in its entirety and insert the following in its place:

"A. Intentionally Omitted."

b) Delete Paragraph 5.07 B in its entirety and insert the following in its place:

"B. Intentionally Omitted."

c) Delete Paragraph 5.07 B in its entirety and insert the following in its place:

"C. Intentionally Omitted."

9. SC-5.08.

Delete Section 5.08 in its entirety and insert the following in its place:

"5.08 Intentionally Omitted."

10. SC-5.09.

APPLICATIONS FOR PROGRESS PAYMENT

FOR PAYMENT APPLICATIONS – 1 COMPLETE SET IS TO BE SUBMITTED TO THE TOWN, ATTN: DEBBIE ABBENE (Debbie.Abbene@hollyspringsnc.gov)

PAYMENT APPLICATIONS ARE TO BE SUBMITTED EVERY MONTH FOR PAYMENT

NCDOT PROJECTS FORM DBE-IS TO BE INCLUDED IN PAYMENT APPLICATION

Each Application for progress payment must include, as a minimum, the following information:

1. Pay Request cover letter as included on page 00900-56.
2. Town of Holly Springs Cover Sheet as included on page 00900-57.
3. Itemized quantity sheet(s) as included on page 00900-58.
4. A Certificate of Sales Tax Paid as included on page 00900-59.
If no sales tax has been paid in the period, then a certificate should be included stating that no sales tax was paid.
5. Updated schedule.
6. Form DBE-IS if NCDOT Project
7. Subcontractor Payment Report on page 00905-60.
8. Five full sets of the above information.
9. A progress schedule updated to reflect current status of project. If project is still on a previously submitted schedule, submit another copy of the schedule with “No Change” noted, along with the date of submittal.
10. S&EC Rain Event Logs
11. S&EC Self Inspection Logs
12. MBE Documentation for Contract Payments

PAY REQUEST COVER LETTER

(To Be Submitted)

DATE: _____

TO: Town of Holly Springs

RE: _____

We hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location with proper insurance to protect these stored materials; and that all lawful charges for labor, materials and the like, covered by previous Certificates of Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from the OWNER.

CONTRACTOR: _____

BY: _____

TIME: _____

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public (Seal)

My Commission Expires

APPLICATION FOR PAYMENT

Town of Holly Springs, North Carolina

Project _____

Contractor _____

Project No. _____

Period _____

Payment No. _____

The undersigned Contractor certifies that to the best of its knowledge and belief, all items, units, quantities and prices of all work and material indicated on sheet(s) _____ of this periodic estimate are correct; that all Work has been performed and Materials supplied in full accordance with the terms and conditions of the construction Contract Documents between the undersigned as Contractor and the Town of Holly Springs as Owner, dated _____, and all authorized changes thereto; that the following is a true and correct statement of the Contract amount up to and including the last day of the period covered by this estimate; and that no part of the "Total Amount Due" has been received.

Total Contract Amount, Including Change Orders	_____	_____ % Earned
Total Amount Earned, To Date	_____	
5% Retainage	_____	
Total Earned Less Retainage	_____	
Total Previously Approved	_____	
Amount Due This Estimate	_____	
Unpaid From Previous Estimate	_____	
Current Amount Due	_____	
Balance to Finish, Including Retainage	_____	

The Contractor further certifies that all claims outstanding as of this date against the undersigned as Contractor for labor, materials, and expendable equipment employed in the performance of said Contract up to the date of this estimate have been paid in full accordance with the requirements of this Contract.

CONTRACTOR _____ BY _____ TITLE _____ DATE _____

APPROVAL FOR PAYMENT:

Resident Project Representative	Engineer/Architect	Town of Holly Springs – Owner's Representative
Project No. 21-024	00900-57	Town of Holly Springs
Sugg Farm Paving Project		

CERTIFICATE OF SALES TAX PAID

PAYMENT NO. _____

OWNER - TOWN OF HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

TO _____

VENDOR	ADDRESS	INVOICE #	DATE	AMOUNT	NC TAX	COUNTY	COUNTY TAX
TOTALS							

I hereby certify that the above listed vendors were paid sales tax upon purchases of building materials during the period covered by this construction estimate, and the property upon which such taxes were paid was or will be used in the performance of this Contract. No tax on purchases or rentals of tools and/or equipment is included in the above list. All of the materials listed above became a part of or are annexed in the above referenced construction project.

By _____ Signature _____ Title _____

_____, being duly sworn, certifies that the foregoing statement of sales taxes paid in connection with the referenced Contract is true to the best of his or her knowledge and belief.

Sworn to before me this _____ day of _____, 20____.

My commission expires _____, 20____.

Project No. 21-024
Sugg Farm Paving Project
00900-59
Town of Holly Springs

State of North Carolina
Department of Transportation
Subcontractor Payment Information

Submit with Invoice to: **Town of Holly Springs**
P O Box 8
Town of Holly Springs, NC 27540

Firm Invoice No. Reference: _____

NCDOT PO/Contract Number: _____

WBS No. (State Project No.): _____

Date of Invoice: _____

Signed: _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax ID	Subcontractor/Sub consultant/Materi al Supplier Name	Subcontractor/Subc onsultant/Material Supplier Federal Tax ID	Amount Paid to Subcontractor/Subcon sultant/Material Supplier This Invoice	Date Paid To Subcontractor/Subconsu ltant/Material Supplier This Invoice

Total Amount Paid to Subcontractor Firms \$ _____

NOTE: These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

Rev. 12/05

Project No. 21-024

00900-60

Town of Holly Springs Sugg Farm Paving Project

FIELD ORDER

FIELD ORDER NO.: _____

DATE: _____

PROJECT: _____

RE: _____

TO CONTRACTOR: This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work, and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum or Price, Contract Time or Times, and/or claims with other costs.

DESCRIPTION: _____

ATTACHMENTS: _____

REFERENCES: _____

RECOMMENDED:

By: _____
Inspector
(Authorized Signature)

Date: _____

APPROVED:

By: _____
Development Inspection Administrator
or Senior Engineer
(Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor
(Authorized Signature)

Date: _____

Distribution: Project Inspector
Lead Inspector
Project Engineer
Director of Engineering/Town Engineer
Contractor

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Sum or Price or the Contract Time or Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Sum or Price or the Contract Time or Times, a Field Order instead shall be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer or Architect initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer or Architect and Contractor, Engineer or Architect completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT SUM OR PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Sum or Price. If the change involves an increase in the Contract Sum or Price and the estimated amount is reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Sum or Price, the space for estimated increase (decrease) should be marked "Not Applicable."

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIME OR TIMES: Mark the method to be used in determining the change in Contract Time or Times and the estimated increase or decrease in Contract Time or Times. If the changes involves an increase in the Contract Time or Times and the estimated times are reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Time or Times, the space for estimated increase (decrease) should be marked "Not Applicable."

Once Engineer or Architect has completed and signed the form, all copies should be sent to Owner for authorization because neither Engineer nor Architect alone has the authority to authorize changes in the Contract Sum or Price or the Contract Time or Times. Once authorized by Owner, a copy should be sent by Engineer or Architect to Contractor. The Contract Sum or Price and the Contract Time or Times may only be changed by Change Order signed by Owner and Contractor with Engineer's or Architects' recommendations.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT SUM OR PRICE OR THE CONTRACT TIME OR TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.: _____ DATE: _____

Project: _____

Contractor _____

Engineer/Architect _____

You are directed to proceed promptly with the following change(s):

Description: _____

Purpose of Work Change Directive: _____

Attachments (List documents supporting change): _____

If a claim is made that the above change(s) have affected the Contract Sum or Price or the Contract Time or Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Sum or Price:

- Unit Prices
- Lump Sum
- Other _____

Method of determining change in Contract Time or Times:

- Contractor's records
- Engineer's records
- Other _____

Estimated (increase/decrease) in Contract Price:

\$ _____

Estimated (increase/decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days;

If the change involves an increase, the estimated price and times are not to be exceeded without further authorization.

RECOMMENDED:

By: _____

Development Inspection Administrator
or Senior Engineer
(Authorized Signature)

Date: _____

APPROVED:

By: _____

Director of Engineering
(Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor
(Authorized Signature)

Date: _____

Distribution: Project Inspector
Lead Inspector
Project Engineer
Director of Engineering/Town Engineer
Contractor

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling Contract changes that affect the Contract Sum or Price or the Contract Time or Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect the Contract Sum or Price or the Contract Time or Times.

Changes that affect the Contract Sum or Price or the Contract Time or Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If milestones have been listed, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Sum or Price or the Contract Time or Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer or Architect initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer or Architect has completed and signed the form, all copies should be sent to Contractor for approval. After approval and signature by Contractor, all copies should be sent to Owner for approval. Engineer or Architect should distribute executed copies after approval by Owner.

If a change only applies to the Contract Sum or Price or to the Contract Time or Times, cross out the part of the tabulation that does not apply.

CHANGE ORDER

CHANGE ORDER NO.: _____ DATE: _____

Project: _____

Contractor: _____

Engineer/Architect: _____

CONTRACTOR is directed to make the following changes in the Contract Documents.

Description:

Attachments:

CHANGE IN CONTRACT SUM OR PRICE:	CHANGE IN CONTRACT TIME OR TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net change from previous Change Orders No. _____ to No. ____: \$ _____	Net change from previous Change Orders No. _____ to No. ____: _____ days
Contract Sum or Price prior to this Change Order \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Sum or Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Director of Engineering
(Authorized Signature)
Date: _____

By: _____
Town Manager
(Authorized Signature)
Date: _____

By: _____
Contractor
(Authorized Signature)
Date: _____

Project No. 21-024

00900-65

Town of Holly Springs
Sugg Farm Paving Project

CHANGE ORDER NO.: _____

Page ____ of ____

The adjustment in Contract Sum or Price and/or Contract Time or Times stated in this Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in this Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Sum or Price or Contract Time or Times as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of the waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR waives all rights to file a claim on this Change Order after it is properly executed.

IN WITNESS WHEREOF, the undersigned have caused the execution hereof:

CONTRACTOR: _____

ATTEST:

By: _____

Name: _____

Title: _____

Secretary

Address: _____

[Corporate Seal]

Date: _____

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

By: _____

Date: _____

Title: _____

OWNER: TOWN OF HOLLY SPRINGS

Approval as to form and legal sufficiency:

By: _____

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Distribution:

Project No. 21-024

00900-66

Town of Holly Springs
Sugg Farm Paving Project

CONTRACTOR'S RELEASE OF OWNER

The Contractor, known as _____,

for the construction of Project: _____,

hereby and forever releases the Town of Holly Springs (Owner), its officers, agents, and [Engineers/Architects]: _____, from all past, present, and future claims and liability to the Contractor for anything done or furnished for, relating to, or for any act of neglect of the Owner, its engineers, or any persons relating to or affecting the work.

Contractor's Certification:

Contractor: _____

Authorized Representative: _____

Date: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

CONTRACT: _____ DATE: _____

TO: _____

In accordance with the provisions of the Contract between the Town of Holly Springs (Owner), and the Contractor, known as _____, the Surety Company, known as _____, on bond of Contractor, hereby approves of the final payment to Contractor, and agrees that final payment to Contractor shall not relieve the Surety Company of any of its obligations to the Owner as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this ____ day of _____ in the year _____.

Surety Company

Signature of Authorized Representative

[Seal]

Typed Name and Title of Authorized Representative

FINAL RECEIPT

Contract: _____

Received this _____ day of _____, 20____ as full and final payment of the cost of all improvements provided for in the foregoing Contract the sum of

_____ Dollars and
_____ Cents, (\$ _____), in cash, being the full amount accruing to the undersigned by virtue of said Contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said _____ from all claims whatsoever growing out of the said Contract.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, North Carolina Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

CONTRACTOR

By: _____ (Seal)

(Typewritten Name)

Town of Holly Springs

**Intent to Perform Contract With
Own Workforce**

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____



Title: _____

State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

Project No. 21-024

00905-7

Town of Holly Springs
Sugg Farm Paving Project

**TOWN OF HOLLY SPRINGS, NORTH CAROLINA
"GOOD FAITH EFFORT"**

County of _____

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 50 points is required to have achieved a "good faith effort")

(Y/N)

- _____ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = 10 points
- _____ (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due. Value = 10 points
- _____ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = 10 points
- _____ (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. Value = 10 points.
- _____ (5) Attending any pre-bid meetings scheduled by the public owner. Value = 10 points.
- _____ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 20 points.
- _____ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of minority business based on lack of qualification should have the reasons documented writing. Value = 15 points.
- _____ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily is required. Assisting minority businesses in obtaining the 'same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = 25 points.

_____ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = 20 points.

_____ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.

In accordance with GSI43-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certified that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized _____



Officer: Signature: _____

Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Town of Holly Springs

**- Portion of the Work to be
Performed by Minority Firms**

***** (NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL) *****

If the portion of the work to be executed by minority businesses as defined in GS 143-128.2 (g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of: _____ I do hereby certify that on the
(Bidder)

(Project Name)

Project ID # _____ Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority business enterprises. Minority Businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required.

Name and Phone Number	* Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Pursuant to GS 143-128.2 (d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

Project No. 21-024

00905-10

Town of Holly Springs
Sugg Farm Paving Project

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

If the goal of 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts.

Affidavit of: _____
(Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

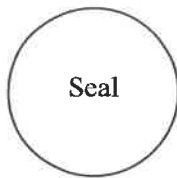
Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence:

- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source list provided for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contract, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of North Carolina, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

Identification of Minority Business Participation

I, _____
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category

*Minority categories: Black, African American (B), Hispanic (R), Asian American (A).
American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) _____.

Town of Holly Springs, NC

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Date: _____

Approved/Certified By: _____

Name

Title

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT**

Project No. 21-024

00905-15

Town of Holly Springs
Sugg Farm Paving Project

SECTION 00910

CERTIFICATE OF TOWN ATTORNEY

I am the Town Attorney for the Town of Holly Springs and after receiving these documents, I find them legally sufficient as to form.

BY: _____

TITLE: _____

DATE: _____

CERTIFICATE OF FINANCE OFFICER

I hereby certify that I am the legal and duly appointed Financial Officer for the Owner of this project and that provision for the payment of the moneys to fall due under this agreement has been made or will be made by appropriation duly made or by bonds or notes duly authorized, as required by the Local Government and Fiscal Control Act.

BY: _____

TITLE: _____

DATE: _____

- END OF SECTION 00910 -

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STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

AFFIDAVIT OF CONTRACTOR'S
COMPLIANCE WITH E-VERIFY

I, Wagner Turnik (the individual attesting below), being duly authorized by
and on behalf of TURNIK ASPHALT, INC. (the "Contractor") after first being
duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated
by the United States Department of Homeland Security and other federal agencies, or any
successor or equivalent program used to verify the work authorization of newly hired
employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each Contractor,
after hiring an employee to work in the United States, shall verify the work authorization of the
employee through E-Verify in accordance with NCGS§64-26(a).

3. Contractor is a person, business entity, or other organization that transacts
business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES X, or

b. NO _____

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the
winning bidder on this project Contractor will ensure compliance with E-Verify by any
subcontractors subsequently hired by Contractor.

This 15th day of November, 2021.

Signature of Affiant

Print or Type Name: PRESIDENT

State of North Carolina

County of Wake

Signed and sworn to (or affirmed) before me, this the

15th day of November, 2021.

My Commission Expires: 12/12/21

Josephine Snyder
Notary Public

Official/Notarial
Seal)
(Affix





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

New Business

Title: Fujifilm Diosynth Biotechnologies Development Plan 21-DP-10

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

Staff Resource: Sean Ryan, Development Services, Rachel Jones, Development Services, Elizabeth Goodson, Development Services

Action(s):

1. Approve / deny / defer Development Plan for Fujifilm Diosynth Biotechnologies with the conditions stated in the attachment.
2. Approve Development Agreement for Fujifilm Diosynth Biotechnologies

Explanation:

- The Town has received a request for Development Plan approval for Pod G of the Oakview Innovation Park located along Holly Springs New Hill Road, west of Green Oaks Parkway.
- The 152 acre site will contain office, lab, manufacturing, and warehouse space for Fujifilm Diosynth Biotechnologies, totaling approximately 809,000 square feet in building area.
- In order to allow the Town to meet the obligations agreed to with this project, the Development Plan has been broken into phases that will be submitted over a period of several months. This has allowed for faster staff review of the plans and allows the facility to begin work on the anticipated schedule. This Development Plan does not contain a landscaping plan, which will be reviewed for compliance with Construction Drawings, or building elevations, which will be reviewed by staff and submitted for approval by the Technical Review Committee.
- A Development Agreement has been prepared for this project and includes terms related to the following:
 - Allow building height up to 82 feet (exceed 75' Max)
 - Exemption from the Architectural and Site Design Requirements (Section 4.5B)
 - Exemption from the Development Standards for Accessory Uses pertaining to Trash/Recycling containers when such containers are located greater than 100 feet from a property line (Section 4.4 (A) (3) (b))
 - Allow UDO preference between existing UDO or subsequent amendments.
 - Grant a 30' Sanitary Sewer Easement for the Friendship Forcemain
 - Commitment to dedicate Greenway easements consistent with the Parks & Recreation Greenway Master Plan.

The Planning Board discussed the following issues and concerns on 11/23/2021:

Town Council Business Meeting
December 7, 2021

Planning Board Recommendation:

- The north/south thoroughfare connection between Avent Ferry Road and Holly Springs New Hill Road and the impacts removing the segment on the subject property may have on the transportation network.
- Number of electric vehicle charging stations.
- If bike racks and indoor showers for employees would be provided.

The Planning Board recommended approval (6-0-2)

Background:

- The property was zoned RT Research & Technology on June 7, 2016 and November 3, 2020.
- The property is also known as Pod G in the Oakview Innovation Park Master Plan, approved by the Town Council on November 3, 2020.
- The current Comprehensive Transportation Plan (CTP) shows a future north/south thoroughfare connecting Avent Ferry Road to Holly Springs New Hill Road through the project site. As part of the recruitment for this project, the Town Council determined the portion of the thoroughfare through the project site would not be required. The current CTP update removes the portion of the thoroughfare through the site and has added an additional roadway running east/west along the southern portion of the site from Trinity Creek to Irving Parkway. This new connection continues to provide the necessary connectivity from Avent Ferry Road north into the business park.

Funding Source(s):

N/A

Attachment(s):

1. 21DP10_FujifilmDiosynthBiotechnologies_OakviewInnovationPodG_PB_11232021
2. 21DP10_FujifilmDiosynthBiotechnologies_ProposedMotionsConditions
3. 21DP10_FujifilmDiosynthBiotechnologies_Final
4. Development Agreement 160D-1001 - Fujifilm_Ver2



Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR DEVELOPMENT PLAN Fujifilm Diosynth Biotechnologies 21-DP-10

APPLICANT(S):

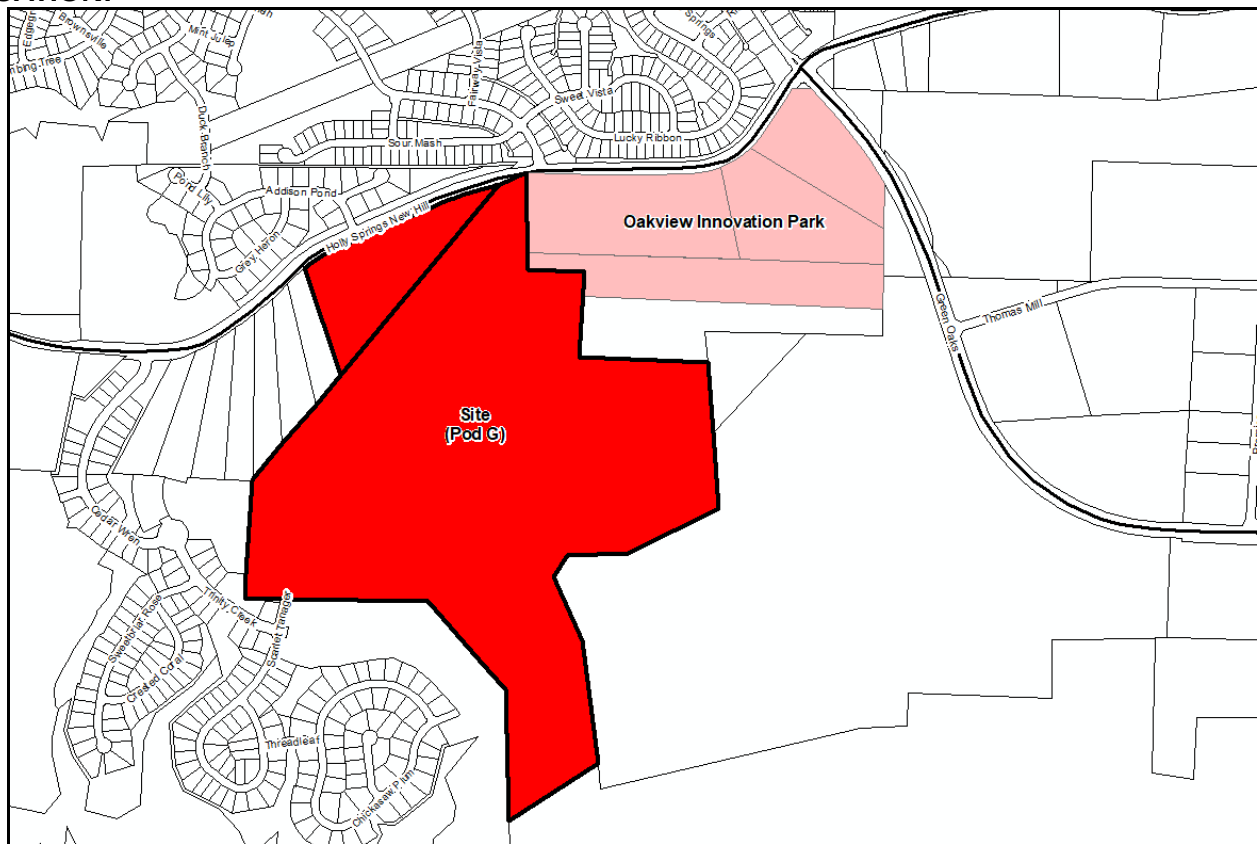
Thomas Schmalzbauer
Fujifilm Diosynth Biotechnologies
USA, Inc.
101 J Morris Commons Lane
Morrisville, NC 27560

DEVELOPER(S):

Thomas Schmalzbauer
Fujifilm Diosynth Biotechnologies
USA, Inc.
101 J Morris Commons Lane
Morrisville, NC 27560

OWNER(S):

Thomas Schmalzbauer
Fujifilm Diosynth Biotechnologies
USA, Inc.
101 J Morris Commons Lane
Morrisville, NC 27560

LOCATION:

☒ [X] Within Corporate Limits of Holly Springs ☐ [] Within Holly Springs ETJ ☐ [] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: November 23, 2021
Town Council: December 7, 2021

STAFF CONTACTS: Sean Ryan, Planning Manager
Rachel Jones, Development Review Engineer

ATTACHMENTS: Petition, Development Plans

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Fujifilm Diosynth Biotechnologies USA, Inc.	0639721436	RT Research & Technology	152.62 ±acres
Fujifilm Diosynth Biotechnologies USA, Inc.	0639633688	RT Research & Technology	
TOTAL			152.62 ±acres

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	RT Research & Technology	Vacant – Oakview Innovation Park
North	PUD Twelve Oaks	Residential
South	R-30 Residential R-10 Residential RT Research & Technology	Single Family Residential Vacant – Oakview Innovation Park
East	RT Research & Technology PUD: Holly Springs Business Park	Vacant – Oakview Innovation Park Seqirus
West	R-30 Residential R-10 Residential	Single Family Residential

PROPERTY HISTORY

Rezoning History

Rezoning Number: 15-REZ-07
Original Zoning: Wake County R-40 and R-80
Proposed Zoning: RT Research & Technology
Approved by Town Council on: June 7, 2016

Rezoning Number: 20-REZ-02 (PIN 0639633688)
Original Zoning: R-30 Residential
Proposed Zoning: RT Research & Technology
Approved by Town Council on: November 3, 2020

Master Plan History

Project Number: 20-MAS-02
Description: Detailed Master Plan
Approved by Town Council on: November 3, 2020

Project Number: 20-MAS-02-A01
Description: Detailed Master Plan Amendment
Approved by Director on: September 21, 2021
Description: Remove north/south thoroughfare

Development Agreement History

A development agreement was entered into by the Town Council in February 2020. This is a summary of the agreement:

- A 12.6 acre Mixed Use parcel following the regulations of the mixed-use option
- A 198 acre area for research and technology uses
- At least one (1) 50 acre tract and one (1) 30 acre tract for employment center uses
- Developer to construct sewer to serve the property with assistance from the Town
- Annexation is required
- Agreement of schedule of project approvals
- Zoning Conditions:

- Use restrictions- remove from Primary Uses (not allowed):
 - o 1.a. Automotive Sales & Service
 - o 1.e. Miscellaneous: Bed & Breakfast, Cottage Business/Residential, Cottage School, Tourist Home
 - o 1.j. Residential
- Use restrictions- remove from Special Exception Uses (not allowed):
 - o 2.a. Automotive Sales & Service
 - o 2.c. Communications/Utilities
 - o 2.f. Miscellaneous: Mortuary/Funeral Home/Crematory, Tourist Home
 - o 2.h. Residential
- Maximum Gross Main Floor Area of structures not restricted to Office/Professional Services- 100,000 sq ft
- Maximum Gross Main Floor Area for any non Office/Professional Service use shall be: 100,000 sq ft.
- Minimum Building Height/Stories: 25 feet
- Parking & Loading: No parking or loading areas shall be located between the front façade and the perimeter roads (Green Oaks Parkway and Holly Springs-New Hill Road)
- Mixed Use Option (Special Exception Use) regulations may be used, but no residential uses shall be permitted
- Architecture- all facades shall meet the primary façade design regulations □ Open Space- there shall be a public open space/green.

DEVELOPMENT AGREEMENT

The Town and Developer are in discussions regarding a Development Agreement for this development project. The agreement will be finalized prior to Town Council. Below is a summary of the parameters expected to be included in the agreement and are subject to change. The associated conditions of approval listed herein are also subject to change as a result of the final agreement.

1. Increase building height from 75' to 82' (UDO Section 4.02 B. 4 Maximum Building Height)
2. Exempt from dumpster enclosure screening for dumpsters located more than 100 feet from a property line.
3. Exempt project from Building & Site Design Requirements (UDO Section 4.5 B)
4. Allow development to continue to use the UDO in place at time of initial approval with the option to use new UDO at request.
5. Allow the finalization of the greenway location and construction at a later date.

STAFF ANALYSIS

PROJECT OVERVIEW

The Town has received a request for Development Plan approval for Pod G of the Oakview Innovation Park located along Holly Springs New Hill Road, west of Green Oaks Parkway. The 152 acre site will contain office, lab, manufacturing, and warehouse space for Fujifilm Diosynth Biotechnologies totaling approximately 809,000 square feet in building area. In order to allow the Town to meet the obligations agreed to with this project, the Development Plan has been broken into phases that will be submitted over a period of several months. This has allowed for faster staff review of the plans and allows the facility to begin work on the anticipated schedule. This Development Plan does not contain a landscaping plan, which will be reviewed for compliance with Construction Drawings, or building elevations, which will be reviewed by staff and submitted for approval by the Technical Review Committee.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character

The Land Use & Character plan designation for these properties is Business & Industrial. Business & Industrial Centers provide opportunities to concentrate employment clusters throughout the town. They support both large-scale, single tenant office and industrial buildings and smaller, multi-office and

industrial buildings that are clustered and may support and serve one another. Business & Industrial Centers are typically buffered from surrounding development by tree preservation areas or landscaped areas, with the type and size of the buffer a function of the activities being performed on the site.

Development Standards

Lot Arrangement:

Proposed Lots: 1 (Pod G)

Lot Size: 152.62 ± acres

Minimum Perimeter Yards and Setbacks

Required:

Along Holly Springs New Hill Road: 50 feet

Along Collector Streets: 30 feet

Adjacent Out Lot: 10 feet

Adjacent PUD: 20 feet

Bufferyard (adjacent to residential uses): 50 feet

Proposed:

Along Holly Springs New Hill Road: +760 feet

Along Collector Streets: +220 feet

Out Lot: +240 feet

Adjacent PUD: +190 feet

Bufferyard (adjacent to residential uses): +690 feet

Building Height:

Maximum Building Height: 75 feet, maximum of 30 feet within 50 feet of right-of-way.

Proposed Building Height: 81.5 feet. **Pending Development Agreement modification*

Gross Floor Area:

Total: 808,993 sq. ft.

Parking & Loading:

Parking Required: 845 spaces + bike racks

Parking Provided: 845 spaces + bike racks

Loading Required: 13 spaces

Loading Provided: 14 spaces

Outdoor Operations:

No outdoor operations are planned.

A mechanical yard with generators is proposed at the southern end of the property. The yard is fenced and screened.

Landscape Requirements

A Landscaping Plan will be submitted with Construction Drawings and will be reviewed for compliance with the Unified Development Ordinance and Oakview Innovation Master Plan. The following landscaping will be required:

Perimeter Yard/Bufferyard

Along Holly Springs New Hill Road: 30 foot Type B-75

Along Collector Street: 30 foot Type B-75

Out Lot: 10 foot Type A-20
Adjacent PUD: 20 foot C-225
Bufferyard (adjacent to residential uses): 50 foot C-225

Foundation, Interior Parking Lot, and Parking Area Screening will be provided as required by the UDO.

Street Trees

Street trees will be provided along internal roadways as required by the project Master Plan.

Tree Preservation

The project is exempt from tree preservation requirements.

General Regulations

Dumpster Enclosures:

Dumpster enclosures are located internal to the site and will not be located near residential properties or visible from right-of-ways. A Development Agreement will allow this modification.

Architectural and Site Design Requirements

Building Materials, Colors, Textures, Architecture, Roof Treatment, and Façade Modulation will be reviewed at a later date in conformance with the approved Master Plan, UDO, and/or Development Agreement.

Master Sign Plan:

Guidelines in a Master Plan for Oakview Innovation require a unifying look for entry signs.

Lighting:

Lighting is in compliance with UDO standards to reduce glare onto adjacent properties and streets.

Site lighting will be shoe box style LED lighting with black poles and fixtures.

Pedestrian Circulation and Vehicular Area Design (UDO Section 7.09)

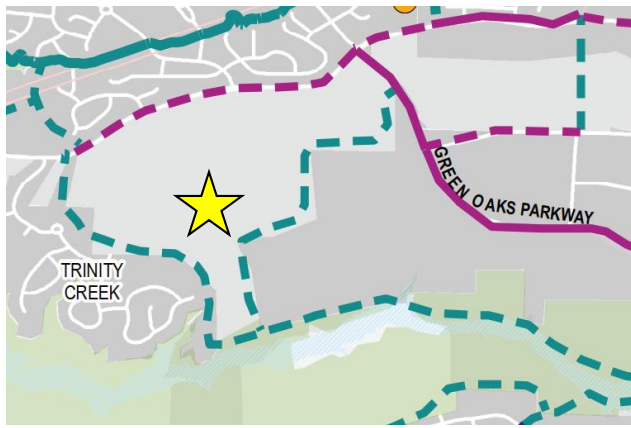
Walkways or Pedestrian/Bikeway System Design:

Sidewalks will be provided on both sides of all streets. A connection to the public sidewalk system is shown.

PARKS & RECREATION

Greenways

The Town's Greenway and Trails plan shows a proposed Greenway along the western and southern edges of the project. It is an UDO requirement that Greenways and Sidepaths be constructed by the developer in accordance with the Comprehensive Plan and Engineering Design and Construction Standards. The petitioner has **not** provided documentation that this section of the greenway will be included with the development of this property.



- Proposed Greenway Trails
- Proposed Sidepaths
- Existing Greenway Trails
- Existing Sidepaths

CIVIL IMPROVEMENTS

Utilities:

Water Service:

Public water service will be provided to this site through connection to an existing watermain in Holly Springs New Hill Rd. as well as connection the watermain being installed with the Oakview Innovation Mater Plan. This project also includes a network of private waterlines, fire water storage tank and fire pump house for automatic fire protection within the buildings. A Hydraulic water model and fire flow analysis was completed with this project. This report will be finalized prior to Town Council.

Sewer Service:

Sanitary sewer service will be provided to this site through a connection to the gravity sewer outfall being constructed by the Oakview Innovation Master Plan from Green Oaks Parkway to the Business Park Pump Station. There is also a private sewermain network around the project site.

Transportation:

Traffic Impact Analysis:

A Traffic Impact Analysis (TIA) has been submitted in partnership with the Town on behalf of this development. In accordance with the Economic Development Agreement, state funding sources are available to support the design and construction of road improvements recommended to serve this development. The Town, NCDOT and developer are in final discussions to determine which transportation improvements are needed at each phase of development to sufficiently mitigate the project impact. Part of this discussion includes how to manage construction phase traffic as well as the final project traffic. This will be finalized prior to Town Council.

Road Widening:

In accordance with the Town's Unified Development Ordinance (UDO), this development is widening Holly Springs New Hill Rd. across the project frontage to meet ½ of the ultimate street cross section identified in the Town's Comprehensive Transportation Plan (CTP). The street cross section is a 4-lane, median divided thoroughfare and will complete the full cross section for a certain distance along New Hill Rd.

Connectivity:

Due to the nature of the end user's activities and operations, interconnectivity will be provided through connection to the new internal street network being constructed by Oakview Innovation Master Plan, but not with adjacent properties. This is in an effort to maintain safety and best practices on the project site.

Environmental & Stormwater

This project will be required to meet the Town of Holly Springs NPDES Ph. II Post Construction Stormwater Ordinance and is located in the Cape Fear River Basin and will be subject to all applicable requirements of that basin

PLANNING BOARD RECOMMENDATION TO TOWN COUNCIL

DEVELOPMENT PETITION REQUEST

Motion to recommend the Town Council approve / deny Development Plan 21-DP-10 for Fujifilm Diosynth Biotechnologies as submitted Jacobs, Project Number P20200048, dated Revised 5 NOV 2021 with the following conditions:

1. The following must be submitted as detailed below
 - a. Landscaping Plans shall be submitted with Construction Drawings for review and approval by the Administrator.
 - b. Building Elevations shall be submitted prior to Building permits issued for vertical construction and may be approved by the Technical Review Committee.
2. The following must be submitted prior to the installation of permanent site lighting:
 - a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 7.02 shall be submitted to and approved by Development Services. Site lighting fixtures shall match the approved fixture for Oakview Innovation Master Plan.
3. A UDO Permit for Sign Installation for permanent signage will be required. If Oakview Innovation Master Plan has a master sign plan, all signs shall conform to the Master Sign Plan.
4. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
5. All previous conditions of approval for Oakview Innovation Master Plan shall apply to this amendment except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired Development Agreement.
6. The following must be submitted with the first Construction Drawing submittal:
 - a. Thoroughfares, collectors and boulevards will require a calculated pavement design with 1st construction drawing submittal. This may result in a pavement cross section bigger than the specified minimum.
 - b. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
7. The following must be submitted prior to Construction Drawing Approval or issuance of land disturbance permit:
 - a. Invoiced fees from Special Study third party review must be paid prior to first Construction Drawing Submittal, and no later than prior to Construction Drawing Approval.
 - b. Off-site right-of-way dedication will be required in the form of a recorded plat prior to receiving construction drawing approval.
 - c. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.
 - d. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.
 - e. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project.
 - f. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project.

8. If build out exceeds the anticipated time frame in the approved TIA, an update of the TIA will be required prior to or with the Development Plan for the associated phase. Recommended improvements will be required to be completed prior to plat approval of that phase.
9. A Deed of Easement is required to be executed for public vehicular & public pedestrian access between adjacent property owners at the time of plat.
10. Please continue to coordinate the off site sewer facilities needed to serve this project with the Town and the Oakview Innovation development. Off-site utilities needed to serve this project must be complete prior to installation of any public or private utilities shown as a part of this Development Plan. Additionally, no plats or CO's will be approved by the Town until all necessary on and off-site utility infrastructure is completed.
11. A future traffic signal at the intersection of Ancient Oaks Dr./Holly Springs New Hill Rd./Oakview Innovation Master Plan new site drive is warranted with a future phase of this development. This intersection should continue to be monitored through each phase of development and the traffic signal shall be designed and installed when warranted and approved by NCDOT and the Town. The traffic signal design and installation shall be in accordance with Town and NCDOT standards; including mast arm pole construction and fiber connection/extension.
12. A Traffic Impact Analysis (TIA) has been submitted as part of this Development Plan and is being completed in partnership with the Town. Coordination with the Town, NCDOT and developer is still underway as the additional construction traffic analysis is finalized and improvements are recommended. Recommended improvements will be incorporated into the development plans.
13. The Build-out analysis in the Traffic Impact Analysis (TIA) associated with this development, included a mix of background improvements and recommended development mitigations. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct all of the background improvements included in the TIA unless additional analysis can be provided to demonstrate the background mitigations are not warranted by the subject development.
14. Finalize taper calculations per Town and NCDOT standards to determine any necessary off-site right-of-way needed to complete the thoroughfare widening along the project frontage on Holly Springs New Hill Rd. with the 1st construction drawing submittal review.
15. LANDSCAPING PLAN: When the Landscaping Plan is submitted with Construction Drawings, please be aware of the following requirements:
 - a. Show INTERSECTION Sight Distance triangles at all intersections and entrances and verify that no landscaping is located in these areas per Engineering Design and Construction Standards Section 3.03.
 - b. Verify that all easements (utility, drainage, etc.) are shown on the Landscape Plan and that proposed landscaping does not conflict with these areas.
16. Prior to Town Council, the following shall be completed:
 - a. Finalize remaining minor site plan revisions.
 - b. Finalize the Hydraulic Water Model and Fire Flow Analysis Report

Staff Members	Approved for Distribution		
	Yes	No	Initials
Sean Ryan	X		
Rachel Jones	X		RDJ



THE TOWN OF

Holly Springs

Project Name Development Plan 21-DP-10 Fujifilm Diosynth Biotechnologies Conditions of Approval

Motion and Conditions of Approval:

Motion approve Development Plan 21-DP-10 for Fujifilm Diosynth Biotechnologies as submitted Jacobs, Project Number P20200048, dated Revised 23 NOV 2021 with the following conditions:

1. The following must be submitted as detailed below
 - a. Landscaping Plans shall be submitted with Construction Drawings for review and approval by the Administrator.
 - b. Building Elevations shall be submitted prior to Building permits issued for vertical construction and may be approved by the Technical Review Committee.
2. The following must be submitted prior to the installation of permanent site lighting:
 - a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 7.02 shall be submitted to and approved by Development Services. Site lighting fixtures shall match the approved fixture for Oakview Innovation Master Plan.
3. A UDO Permit for Sign Installation for permanent signage will be required. If Oakview Innovation Master Plan has a master sign plan, all signs shall conform to the Master Sign Plan.
4. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
5. All previous conditions of approval for Oakview Innovation Master Plan shall apply to this amendment except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired Development Agreement.
6. The following must be submitted with the first Construction Drawing submittal:
 - a. Thoroughfares, collectors and boulevards will require a calculated pavement design with 1st construction drawing submittal. This may result in a pavement cross section bigger than the specified minimum.
 - b. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
7. The following must be submitted prior to Construction Drawing Approval or issuance of land disturbance permit:
 - a. Finalize the Hydraulic Water Model and Fire Flow Analysis Report.
 - b. Off-site right-of-way dedication will be required in the form of a recorded plat prior to receiving construction drawing approval.
 - c. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.

Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us

- d. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.
 - e. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project.
 - f. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project.
8. If build out exceeds the anticipated time frame in the approved TIA, an update of the TIA will be required prior to or with the Development Plan for the associated phase. Recommended improvements will be required to be completed prior to plat approval of that phase.
 9. Please continue to coordinate the off site sewer facilities needed to serve this project with the Town and the Oakview Innovation development. Off-site utilities needed to serve this project must be complete prior to installation of any public or private utilities shown as a part of this Development Plan. Additionally, no plats or CO's will be approved by the Town until all necessary on and off-site utility infrastructure is completed.
 10. A future traffic signal at the intersection of Ancient Oaks Dr./Holly Springs New Hill Rd./Oakview Innovation Master Plan new site drive is warranted with a future phase of this development. This intersection should continue to be monitored through each phase of development and the traffic signal shall be designed and installed when warranted and approved by NCDOT and the Town. The traffic signal design and installation shall be in accordance with Town and NCDOT standards; including mast arm pole construction and fiber connection/extension.
 11. A Traffic Impact Analysis (TIA) has been submitted as part of this Development Plan and is being completed in partnership with the Town. Coordination with the Town, NCDOT and developer is still underway as the additional construction traffic analysis is finalized and improvements are recommended. Recommended improvements will be incorporated into the development plans.
 12. The Build-out analysis in the Traffic Impact Analysis (TIA) associated with this development, included a mix of background improvements and recommended development mitigations. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct all of the background improvements included in the TIA unless additional analysis can be provided to demonstrate the background mitigations are not warranted by the subject development.
 13. Finalize taper calculations per Town and NCDOT standards to determine any necessary off-site right-of-way needed to complete the thoroughfare widening along the project frontage on Holly Springs New Hill Rd. with the 1st construction drawing submittal review.
 14. LANDSCAPING PLAN: When the Landscaping Plan is submitted with Construction Drawings, please be aware of the following requirements:
 - a. Show INTERSECTION Sight Distance triangles at all intersections and entrances and verify that no landscaping is located in these areas per Engineering Design and Construction Standards Section 3.03.
 - b. Verify that all easements (utility, drainage, etc.) are shown on the Landscape Plan and that proposed landscaping does not conflict with these areas.

Office of the Mayor

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us

Email: dick.sears@hollyspringsnc.us

OWNER/DEVELOPER
FUJIFILM DIOSYNTH BIOTECHNOLOGIES USA, INC.
101 J MORRIS COMMONS LANE
MORRISVILLE, NC, 27560
(919) 583-2686

SITE DATA

PROPERTY OWNERS
ADDRESS: 11751 HOLLY SPRINGS NEW HILL RD
HOLLY SPRINGS, NC 27540

SITE AREA: 12.64 ACRES
WAKE COUNTY PIN: 0639633688
DEED BOOK: 017498
DEED PAGE: 02164
ZONING: RT

SITE AREA: 139.98 ACRES
WAKE COUNTY PIN: 0639721436
DEED BOOK: 018040
DEED PAGE: 01512
ZONING: RT

TOTAL SITE AREA: 152.62 ACRES
LIMIT OF DISTURBANCE 84.46 ACRES

SANITARY SEWER FLOWS WILL BE LIMITED TO MAXIMUM RATE
PREVIOUSLY NEGOTIATED WITH THE TOWN OF HOLLY SPRINGS OF:
PHASE 1: 400,000 GPD - CURRENT APPLICATION
PHASE 2: 760,000 GPD - FUTURE ADDITIONAL
TOTAL : 1,160,000 GPD

FDB GALAXY PROJECT BUILDING GROSS FLOOR AREA	PHASE 1 (SF)(2025)	
LAB/ADMINISTRATION	130,501	Phase 1: 18, 923 SF Mechanical Space
DRUG SUBSTANCE MANUFACTURING (DSM1 DSM2 AND HEADBLOCK)	360,200	Phase 1 : 22,200 SF Mechanical Space
DRUG PRODUCT/FINISHED GOODS (DPFG)	93,910	Phase 1: 21,9975 SF Mechanical Space
MECHANICAL SPACE	-	MECHANICAL SPACE IS INCLUDED IN THE GROSS FLOOR ATEA FOR EACH BUILDING
WAREHOUSE	132,875	Phase 1: 34,170 SF Mechanical Space
CUB	91,507	Phase 1: 57, 231 SF Mechanical Space
ANCILLARY BUILDINGS	-	FIRE PUMP HOUSE, GUARD HOUSE
TOTAL	808,993	TOTAL BUILDING GROSS SQUARE AREA
BUILDING NET AREA (USED TO CALCULATE REQUIRED MINIMUM PARKING)		
FDB GALAXY PROJECT PARKING BASED ON BUILDING AREA	PHASE 1 (2025)	
LAB/ADMINISTRATION	111,578	NET BUILDING AREA
DRUG SUBSTANCE MANUFACTURING (DSM1 DSM2 AND HEADBLOCK)	338,000	NET BUILDING AREA
DRUG PRODUCT/FINISHED GOODS (DPFG)	71,913	NET BUILDING AREA
MECHANICAL SPACE	154,521	NO PARKING PROVIDED
WAREHOUSE	98,705	NET BUILDING AREA
CUB	34,276	NET BUILDING AREA
ANCILLARY BUILDINGS	-	BUILDING AREA IS INCLUDED IN MECHANICAL SPACE
TOTAL	808,993	TOTAL BUILDING GROSS SQUARE AREA
REQUIRED MINIMUM PARKING (UDO TABLE 7.04-D)		
	PHASE 1 (2025)	NOTES:
LAB/ADMINISTRATION	391	(OFFICE / PROFESSIONAL)3.5 PARKING SPACE PER 1,000 NET BUILDING AREA
DRUG SUBSTANCE MANUFACTURING (DSM1 DSM2 AND HEADBLOCK)	338	(MANUFACTURING) ONE PARKING SPACE PER 1,000 NET BUILDING AREA
DRUG PRODUCT/FINISHED GOODS (DPFG)	72	(MANUFACTURING) ONE PARKING SPACE PER 1,000 NET BUILDING AREA
MECHANICAL SPACE	-	NO PARKING REQUIRED
WAREHOUSE	33	(WAREHOUSE) ONE PARKING SPACE PER 3,000 NET BUILDING AREA
CUB	11	(WAREHOUSE) ONE PARKING SPACE PER 3,000 NET BUILDING AREA
ANCILLARY BUILDINGS	-	NO PARKING REQUIRED
TOTAL REQUIRED	845	
MINIMUM REQUIRED	634	75% of required minimum (waiver required)(land bank to 100%)
MAXIMUM	930	110% of required minimum
REQUIRED OFF-STREET LOADING (UDO TABLE 7.05-A)		
	PHASE 1 (2025)	NOTES:
LAB/ADMINISTRATION	2	(OFFICE/PROFESSIONAL SERVICES) 2 LOADING SPACED PER 100,000-300,000 GFA + 1 ADDITIONAL FOR EACH ADDITIONAL 350,000 GFA
DRUG SUBSTANCE MANUFACTURING (DSM1 DSM2 AND HEADBLOCK)	4	(INDUSTRIAL) 3 LOADING SPACED PER 100,000-200,000 GFA + 1 ADDITIONAL FOR EACH ADDITIONAL 200,000 GFA
DRUG PRODUCT/FINISHED GOODS (DPFG)	2	(INDUSTRIAL) 2 LOADING SPACED PER 40,000-100,000 GFA
MECHANICAL EQUIPMENT	-	NO LOADING SPACES REQUIRED
WAREHOUSE	3	(INDUSTRIAL) 3 LOADING SPACED PER 100,000-200,000 GFA + 1 ADDITIONAL FOR EACH ADDITIONAL 200,000 GFA
CUB	2	(INDUSTRIAL)2 LOADING SPACED PER 40,000-100,000 GFA
ANCILLARY BUILDINGS	-	NO LOADING SPACES REQUIRED
TOTAL REQUIRED	13	
PROPOSED PARKING SPACES AND OFF-STREET LOADING		
	PHASE 1 (2025)	NOTES:
TOTAL SITE PARKING	845	Including 18 ADA Accessible Parking Spaces (HC), three of which are Van Accessible (UDO TABLE 7.04-C)
ADA Accessible Parking space (HC)	18	Including 3- Van Accessible Parking Spaces (UDO TABLE 7.04-C)
Accessible Electric Vehicle Charging Parking Space	1	Not counted in total site parking (2018 NCBC 1103.1)
TOTAL BIKE PARKING	48	
TOTAL MOTORCYCLE PARKING	34	IN ADDITION TO SITE PARKING
TOTAL SITE OFF-STREET LOADING	14	14-55' by 12' loading spaces

FDB - PROJECT GALAXY
DEVELOPMENT PLAN PHASE 1

TOWN OF HOLLY SPRINGS , WAKE COUNTY NC



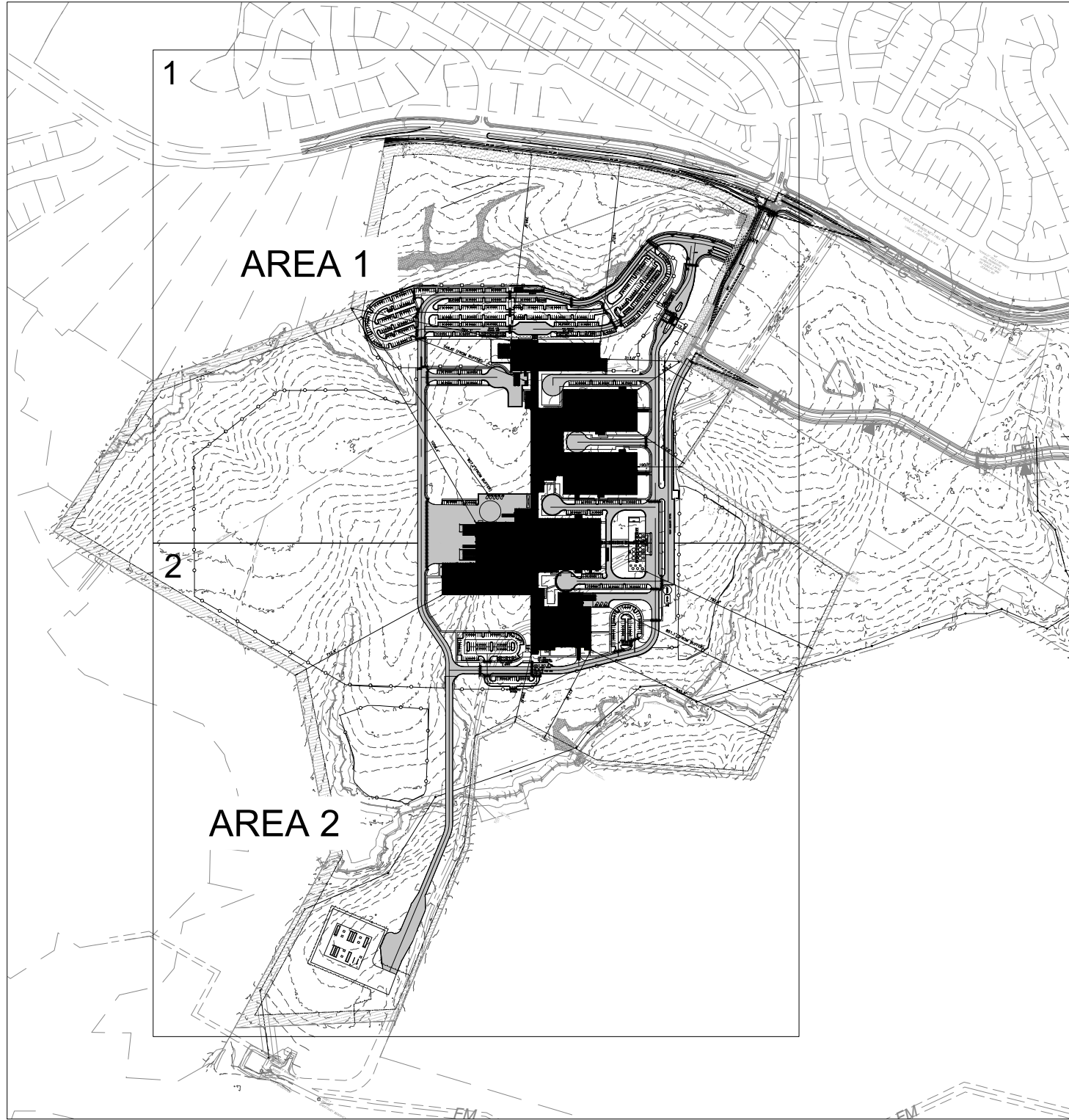
VICINITY MAP

NOT TO SCALE



AERIAL PHOTO

NOT TO SCALE



KEY MAP

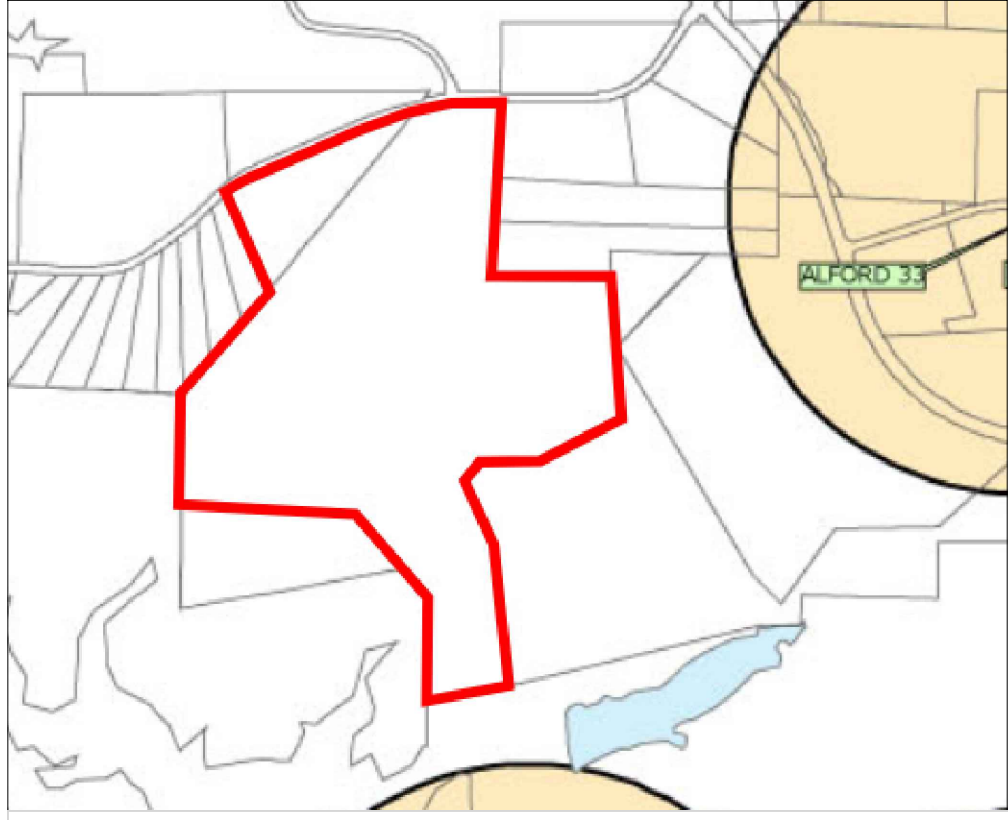
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GENERAL NOTES (AS APPLICABLE):

- ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
- THE ESTIMATE SEWER FLOWS SHOWN ARE BASED ON ASSUMED TENANT MIX AT THE TIME OF THE SUBMITTAL. THE ESTIMATED FLOWS WILL BE UPDATED WITH EACH DEVELOPMENT PLAN SUBMITTAL.
- THE PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS.
- THE MONUMENT CONTROL POINTS FOR THIS PROJECT IS: TOWN OF HOLLY SPRINGS GEODETIC MONUMENT "ALFORD 33" PUBLISHED COORDINATES N=693,650.75' E=2,041,575.85' ELEV.=377.10'. THE TOWN OF HOLLY SPRINGS HAS INSTALLED A LOCAL GEODETIC MONUMENT) SHALL REFERENCE THE NEAREST MONUMENT AND SHALL BE CLEARLY NOTED ON THE FIRST SHEET OF BOTH CONSTRUCTION PLANS, AND AS-BUILTS SUBMITTED TO THE TOWN. NO GEODETIC MONUMENTS WITHIN 2,000 FT BUTTER BASE ON THE TOWN OF HOLLY SPRINGS EXHIBIT.
- IF THERE IS A GEODETIC MONUMENT LOCATED IN THIS SITE, IT MUST BE PROTECTED OR IF RELOCATION IS NEEDED IT WILL BE THE RESPONSIBILITY OF THE DEVELOPER TO RELOCATE IT WITH SURVEY ACCURACY.
- ACCESS TO TOWN OF HOLLY SPRINGS PUMP STATION MUST BE MAINTAINED AT ALL TIMES. UNTIL ALTERNATE PUMP STATION ACCESS IS AVAILABLE FROM THE SOUTH.

PROJECT NUMBER : 21-DP-10
PROJECT 'S MASTER PLAN PROJECT NUMBER : 20-MAS-02-A01 OAKVIEW INNOVATIONS

NO GEODETIC MONUMENTS WITHIN 2,000 FT BUFFER
BASED ON THE TOWN OF HOLLY SPRINGS EXHIBIT.



SHEET NUMBER	TITLE
A000-C1000081	COVER SHEET
A000-C1000082	GENERAL NOTES AND LEGEND
A000-C1000083	GENERAL NOTES AND LEGEND
A000-C1000091	EXISTING CONDITIONS PLAN - AREA 1
A000-C1000092	EXISTING CONDITIONS PLAN - AREA 2
A000-C1000100	SITE LAYOUT PLAN - OVERALL
A000-C1000101	SITE LAYOUT PLAN - AREA 1
A000-C1000102	SITE LAYOUT PLAN - AREA 2
A000-C1000110	GRADING AND STORM DRAINAGE PLAN - OVERALL
A000-C1000111	GRADING AND STORM DRAINAGE PLAN - AREA 1
A000-C1000112	GRADING AND STORM DRAINAGE PLAN - AREA 2
A000-C1000120	UTILITY PLAN - OVERALL
A000-C1000121	UTILITY PLAN - SHEET 1
A000-C1000122	UTILITY PLAN - SHEET 2
A000-C1000123	UTILITY PLAN - SHEET 3
A000-C7000131	SITE DETAILS

OAKVIEW INNOVATION PARK SHEET 1-13 (FOR REFERENCE ONLY)

C0.0	COVER SHEET
C0.1	DEVELOPMENT AGREEMENT
C0.2	ARCHITECTURAL MASTER PLAN
C1.0	EXISTING CONDITIONS PLAN
C3.0	OVERALL MASTER PLAN
C3.1	MASTER PLAN
C3.2	MASTER PLAN
C3.3	OVERALL PRELIMINARY UTILITY AND DRAINAGE PLAN
C3.4	PRELIMINARY UTILITY AND DRAINAGE PLAN
C3.5	DRAINAGE AREA MAP
C4.0	NOTES AND DETAILS
L1.0	TREE PRESERVATION PLAN
L2.0	OVERALL LANDSCAPE PLAN

C	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	05NOV21
B	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	15OCT21
A	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	09SEP21
REV	DESCRIPTION	DRN	CHK	APP	PROJ APP	CLIENT APP	DATE

FUJIFILM
Diosynth
biotechnologies

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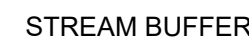
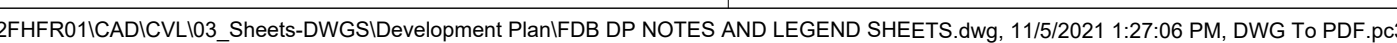
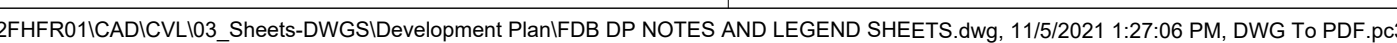
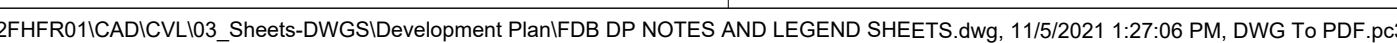
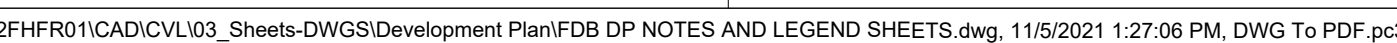
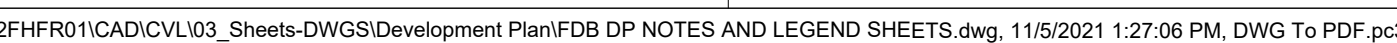
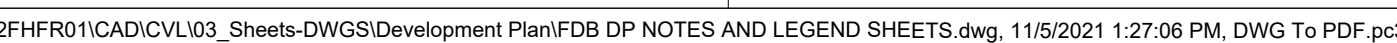
Jacobs
FDB PROJECT NO: P20200048

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Phone: +1 513 595 7500
NORTH CAROLINA ARCHITECTURAL FIRM REG. No. 50757
NORTH CAROLINA ENGINEERING FIRM LICENSE No. F-0287
JACOBS' PROJECT No. 227HGR03

SUBJECT:
BUILDING 000 - SITE
COVER SHEET

SCALE @ ANSI D: N/A	DRAWING NO: A000-C1000081	REV: C
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1001

GENERAL NOTES (AS APPLICABLE)

3. MAINTAIN UNIMPEDED GRAVELLED ACCESS TO THE TOWN OF HOLLY SPRINGS PUMP STATION AT ALL TIMES UNLESS/UNTIL THE TOWN HAS IN PLACE AN ALTERNATE MEANS OF EGRESS. CONTRACTOR SHALL COORDINATE CHANGES TO ACCESS ROUTE WITH THE TOWN OF HOLLY SPRINGS.
2. EXISTING CONDITIONS SHOWN ON DRAWINGS MAY NOT REFLECT CURRENT FIELD CONDITIONS. CONTRACTOR SHALL VERIFY IN FIELD ALL EXISTING CONDITIONS AND IMMEDIATELY NOTIFY DESIGN PROFESSIONAL OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS. WORK SHALL ALSO BE PERFORMED IN ACCORDANCE WITH SITE SPECIFIC OWNER REQUIREMENTS AND OSHA REQUIREMENTS FOR EXECUTING THE WORK.
4. THE DESIGN PROFESSIONAL WHOSE SEAL APPEARS ON THESE DRAWINGS IS THE CIVIL ENGINEER OF RECORD. NO OTHER PARTY MAY REVISE, ALTER, OR DELETE THESE CONSTRUCTION DOCUMENTS WITHOUT WRITTEN PERMISSION OF JACOBS OR THE ENGINEER OF RECORD. FOR THE PURPOSES OF THESE CONSTRUCTION DOCUMENTS, THE ENGINEER OF RECORD AND JACOBS SHALL BE CONSIDERED THE SAME ENTITY.
5. THE CONTRACTOR SHALL VERIFY ALL EQUIPMENT CONCRETE PADS AND FOUNDATIONS WITH APPROVED VENDOR SHOP DRAWINGS. AS DEEMED NECESSARY THE DIMENSIONS SHALL BE ADJUSTED BASED ON FINAL SHOP DRAWINGS. SUCH ADJUSTMENTS SHALL BE COORDINATED WITH AND APPROVED BY THE ENGINEER OF RECORD.
6. THE OWNER AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO CONSTRUCTION.
7. ALL DISTANCES, ELEVATIONS, AND DIMENSIONS ARE EXPRESSED IN FEET, UNLESS NOTED OTHERWISE.
8. ALL MEASUREMENTS ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.
9. CONTRACTOR SHALL SUBMIT ALL MATERIALS, INSPECTIONS REPORTS, TESTING REPORTS, ETC. TO THE ENGINEER FOR REVIEW.
10. JACOBS IS NOT RESPONSIBLE FOR CONSTRUCTION SEQUENCES, METHODS, OR TECHNIQUES IN CONNECTION WITH THE CONSTRUCTION. THE ENGINEER OF RECORD WILL NOT BE HELD RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CONFORM TO THE CONSTRUCTION DOCUMENTS, SHOULD ANY NON-CONFORMITIES OCCUR.
11. CONTRACTOR SHALL USE THE CIVIL DRAWINGS IN CONJUNCTION WITH THE ARCHITECTURAL, MECHANICAL, PROCESS, PIPING, ELECTRICAL, AND STRUCTURAL DRAWINGS. SHOULD ANY DISCREPANCIES BECOME APPARENT, THE CONTRACTOR SHALL NOTIFY JACOBS BEFORE ANY CONSTRUCTION BEGINS.
12. SUMPS OR MANHOLES REQUIRING INTERIOR LINING (ACID PROOFING, ETC.) SHOULD BE COATED WITH BITUMASTIC OR EQUAL ON THE OUTSIDE WALLS TO PREVENT SEEPAGE (WHICH WILL PROHIBIT INSTALLATION OF INTERIOR COATING) THROUGH HAIRLINE CRACKS CAUSED BY CONCRETE SHRINKAGE.
13. ALL PRECAST CONCRETE ITEMS SHALL HAVE LIFTING LUGS.
14. ANY CONCRETE PIPING SHALL BE BELL AND SPIGOT TYPE.
15. DRAWINGS TO BE CONSIDERED PRELIMINARY - NOT FOR CONSTRUCTION UNLESS PROPERLY SIGNED AND SEALED.
16. COORDINATE AND SCHEDULE CONSTRUCTION TO MAINTAIN ACCESS TO ALL ROADWAYS, BUILDING DOORS, AND SITE WORK AREAS.
17. EXISTING CONDITIONS AS SHOWN WERE PROVIDED BY TIMMONS GROUP, DATED 7/28/21. CONTROL POINTS TO BE PROVIDED TO CONTRACTOR PRIOR TO STAKING.

GENERAL DEMOLITION NOTES (AS APPLICABLE)

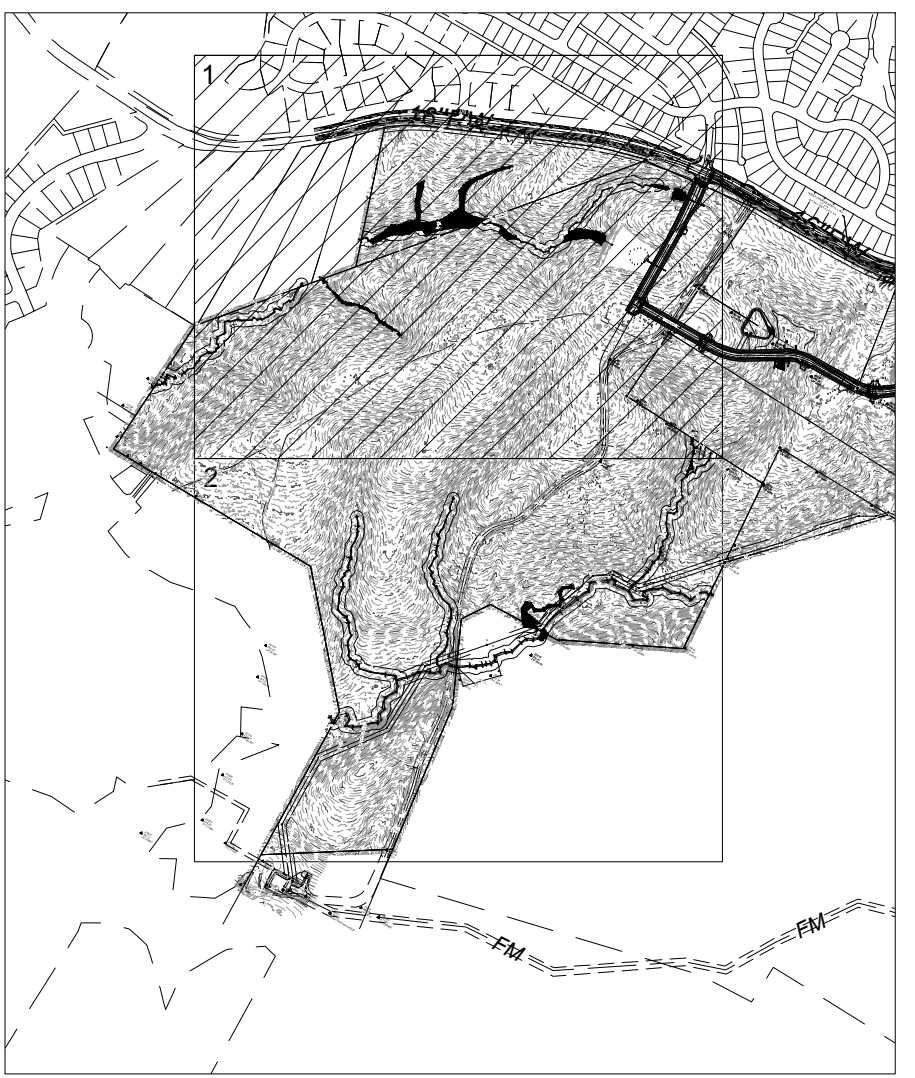
3. VISIT SITE AND DETERMINE EXTENT OF DEMOLITION REQUIRED.
2. COORDINATE DEMOLITION WORK WITH WORK ALREADY UNDER CONTRACT AND SCHEDULE ACTIVITIES WITH OWNER. COORDINATE DEMOLITION TO ACCOMMODATE OWNER'S OPERATIONS AND MAINTAIN SITE SECURITY/SAFETY.
3. DISPOSE OF UNSALVAGED DEMOLISHED MATERIALS OFF SITE IN A LEGAL MANNER.
4. STOCKPILE SALVAGED DEMOLISHED MATERIALS ON SITE AS DIRECTED BY OWNER.
5. LOCATE AND MARK ALL EXISTING UTILITY LINES TO BE ABANDONED AND OBTAIN WRITTEN OWNER APPROVAL PRIOR TO DEMOLITION.
6. REMOVE EXISTING STRUCTURES TO AT LEAST 3' BELOW BOTTOM OF PROPOSED PAVEMENT AND STRUCTURES. BACKFILL REMAINING STRUCTURES OR EXCAVATIONS WITH COMPACTED SAND OR CRUSHED STONE. PLUG ABANDONED PIPE ENTRANCES INTO STRUCTURES WITH CONCRETE.
7. PLUG OPEN ENDS OF ABANDONED GRAVITY UTILITY LINES WITH CONCRETE. USE SUITABLE PLUG WITH CONCRETE THRUST BLOCKING (INFA 24) FOR PRESSURE PIPE.
8. DEMOLISH EXISTING UNDERGROUND UTILITIES INDICATED TO BE ABANDONED AS NEEDED TO FACILITATE PROPOSED CONSTRUCTION.
9. DO NOT DISTURB EXISTING UTILITIES TO REMAIN IN SERVICE. DO NOT REMOVE EXISTING UTILITIES TO BE DEMOLISHED UNTIL PROPOSED UTILITY CONSTRUCTION IS COMPLETED AND IN SERVICE. DEMOLISH OR ABANDON EXISTING UTILITIES AS INDICATED AFTER PROPOSED UTILITY INSTALLATION IS TESTED AND ACCEPTED BY OWNER OR OWNER'S REPRESENTATIVE.
10. SAW CUT EXISTING PAVEMENT AT LIMITS OF DEMOLITION OR REMOVE TO NEAREST JOINT IF CONCRETE. REPLACE PAVEMENT WHEN REMOVAL EXTENDS BEYOND LIMITS OF DEMOLITION.
11. REPAIR OR REPLACE DAMAGED ITEMS NOT DESIGNATED TO BE DEMOLISHED. RESTORE TO ORIGINAL CONDITION AS DIRECTED BY OWNER AT NO ADDITIONAL COST.

GENERAL UTILITY NOTES (AS APPLICABLE)

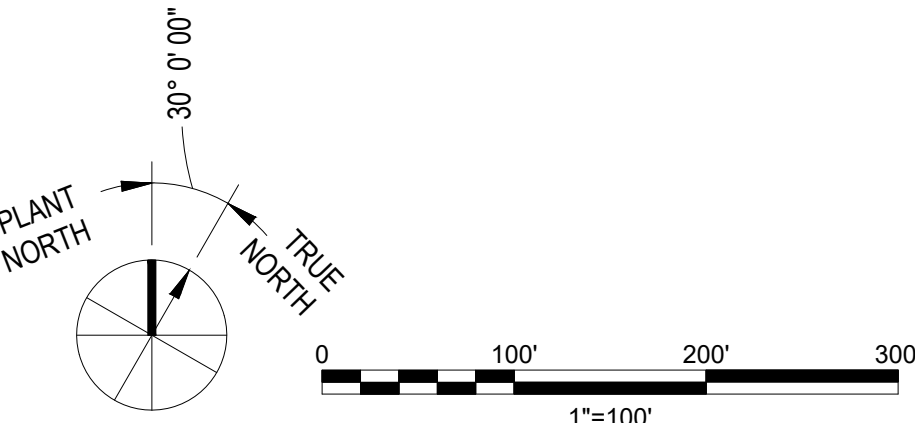
- UTILITIES MAY EXIST (EITHER IN SERVICE OR ABANDONED) AND THEIR LOCATION MAY NOT BE PRESENTLY KNOWN OR IDENTIFIED ON THE PLANS. THE ENGINEER MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE CONTRACTOR SHALL CONTACT UTILITY LOCATION SERVICE TO IDENTIFY THE LOCATION OF ALL UNDERGROUND UTILITIES WITHIN THE CONSTRUCTION AREA.
- UTILITIES MAY EXIST (EITHER IN SERVICE OR ABANDONED) AND THEIR LOCATION MAY NOT BE PRESENTLY KNOWN OR IDENTIFIED ON THE PLANS. THE ENGINEER MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE CONTRACTOR SHALL CONTACT UTILITY LOCATION SERVICE TO IDENTIFY THE LOCATION OF ALL UNDERGROUND UTILITIES WITHIN THE CONSTRUCTION AREA.
- THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL PUBLIC AND PRIVATE UTILITIES LOCATED WITHIN THE CONSTRUCTION AREA TO AVOID DAMAGE IN ACCORDANCE WITH APPLICABLE LOCAL STANDARDS. DAMAGE TO UTILITIES DUE TO THE CONTRACTOR'S ACTIONS SHALL BE REPAIRED OR REPLACED WITHOUT COST TO THE OWNER OR ENGINEER.
- WHERE EXISTING UTILITIES ARE SHOWN IN THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTILITY COMPANIES AND CONDUCTING WORK NEAR UTILITIES IN ACCORDANCE WITH APPLICABLE LOCAL STANDARDS.
- THE CONTRACTOR SHALL COOPERATE WITH UTILITY COMPANIES IN ANY ADJUSTMENT OPERATIONS SO THAT THESE OPERATIONS MAY PROGRESS. THE DUPLICATION OF ADJUSTMENT WORK MAY BE REDUCED, AND THAT SERVICES RENDERED BY THOSE PARTIES WILL NOT BE INTERRUPTED.
- THE CONTRACTOR SHALL REVIEW ALL UTILITIES SHOWN IN THE PLANS AND COORDINATE WITH ALL UTILITY COMPANIES NECESSARY TO SCHEDULE WORK FOR ALL KNOWN AND POTENTIAL CONFLICTS. THE CONTRACTOR SHALL BE AWARE THAT UTILITY SERVICES ARE NOT ROUTINELY LOCATED OR SHOWN ON THE PLANS, HOWEVER MAY BE IN CONFLICT WITH THE WORK PERFORMED.
2. PROVIDE COMPLETE AS-BUILT MARKED DRAWINGS TO OWNER IMMEDIATELY AFTER UTILITIES ARE CONSTRUCTED. VERIFY AND INCLUDE ANY SPECIFIC MUNICIPALITY REQUIREMENTS.
 3. WHERE PARALLEL, INSTALL SEWER LINES NO CLOSER THAN 10-0" CLEAR TO WATER LINES, WHERE SEWER CROSSES WATER, MAINTAIN MINIMUM OF 18" VERTICAL CLEARANCE (SEWER BELOW WATER).
 4. ALL NECESSARY BENDS, COUPLINGS, OR SPECIAL FITTINGS REQUIRED TO CONNECT TO EXISTING UTILITIES ARE INCLUDE IN THE WORK.
 5. OBTAIN WRITTEN AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE AND FROM THE UTILITY OWNERS PRIOR TO INTERRUPTING ANY EXISTING UTILITY (IE: WATER, SEWER, GAS, ELECTRICAL, OR TELEPHONE).
 6. ACCEPTANCE CRITERIA, ALONG WITH THE SPECIFICATION CRITERIA WILL INCLUDE COMPLETE DOCUMENTATION OF COMPACTION TESTING IN LAYERS AS REQUIRED. THE UTILITY CONTRACTOR WILL COORDINATE WITH THE OWNER'S TESTING LAB TO ASSURE COMPLETE TESTING IS PERFORMED. FAILURE TO DOCUMENT COMPACTION TESTING WILL REQUIRE THE EXCAVATION, TESTING AND RE-COMPACTION OF AFFECTED SEGMENTS OF THE UTILITIES.

GENERAL GRADING NOTES (AS APPLICABLE)

3. EXISTING TOPOGRAPHY IS BASED ON LIDAR CONTOURS. PRIOR TO STAKING SEDIMENT TRAPS/BASINS/PONDS, CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES THAT WILL IMPACT DESIGN.
2. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. GRADE EARTHEN, NON-PAVED SURFACES TO A SMOOTH FINISH.
3. FINISH GRADE ELEVATIONS MAY BE ADJUSTED IN THE FIELD BY THE CONSTRUCTION MANAGER IN COORDINATION WITH THE ENGINEER AS REQUIRED TO MEET FIELD CONDITIONS.
4. ADJUST ALL NEW AND EXISTING MANHOLES, JUNCTION BOXES, CLEANOUTS, VALVE BOXES, INLETS, MONITORING WELLS, ETC TO THE FINISHED GRADES ESTABLISHED BY THIS PROJECT.
5. ALL AREAS WITHIN THE PROJECT LIMITS THAT ARE NOT OCCUPIED BY BUILDINGS, PAVING OR OTHER SURFACES SHALL BE TOPSOILED AND SEEDED.
6. ALL AREAS OUTSIDE PROJECT LIMITS DISTURBED BY CONSTRUCTION OR MOBILIZATION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION UNLESS SPECIFIED OTHERWISE.
7. ALL GRADING SHALL BE TRANSITIONED AT A CONSTANT SLOPE BETWEEN NEW GRADES AND NEW TO EXISTING GRADES, UNLESS SPECIFICALLY NOTED OTHERWISE.
8. GRADE BREAKS ARE LINES THAT REFLECT THE OCCURRENCE OF GRADE CHANGES IN THE PERPENDICULAR DIRECTION. THEY CAN ACT AS RIDGES WITH DIVERGING SLOPES ON EITHER SIDE, LOW POINTS WITH CONVERGING SLOPES ON EITHER SIDE OR THEY CAN REFLECT CHANGES IN GRADES IN THE SAME DIRECTION.
9. CONTOURS SHOWN ARE TO TOP OF FINISHED GRADE.
10. ALL PLACEMENT OF FILL AND CONSTRUCTION OF SEDIMENT BASINS/SKIMMER BASINS/DAMS:ETC WILL BE OBSERVED BY QUALIFIED SOILS TECHNICIANS WORKING UNDER THE DIRECT SUPERVISION OF THE GEOTECHNICAL ENGINEER. ANY OPERATIONS NOT PROVIDING HOMOGENEOUS COMPACTED FILL WILL BE MODIFIED IMMEDIATELY AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
11. ALL WORK TO BE CONDUCTED IN ACCORDANCE WITH GEOTECHNICAL ENGINEERING REPORTS AND RECOMMENDATIONS, AS AVAILABLE.
12. FLOCCULANTS MAY BE USED IN ACCORDANCE WITH NCDEQ EROSION CONTROL MANUAL STANDARD 6.86 "FLOCCULANTS".



KEY MAP
SCALE: 1" = 1000'



C	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	05NOV21
B	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	15OCT21
A	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	09SEP21
REV	DESCRIPTION	DRN	CHK	APP	PROJ APP	CLIENT APP	DATE

11751 Holly Springs New Hill Rd
Holly Springs, NC 27540
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FDB PROJECT NO: **P20200048**

2 Crowne Point Drive, Suite 100
Cincinnati, Ohio 45241 - U.S.A.
Phone: +1 513 595 7500

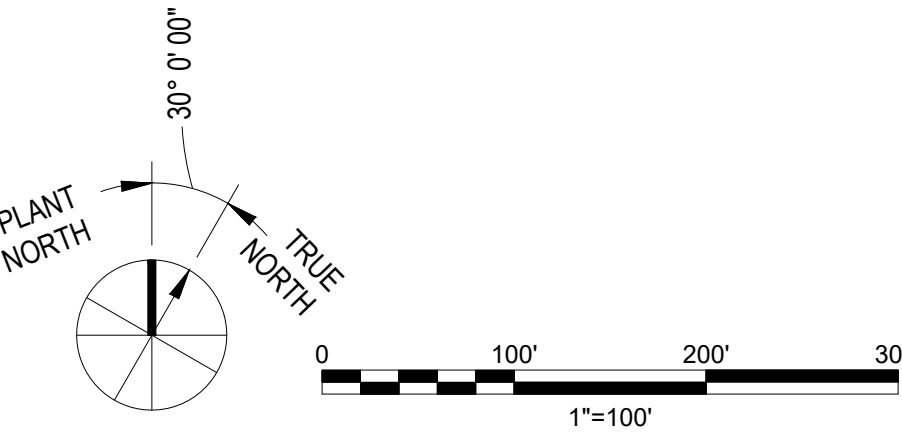
NORTH CAROLINA ARCHITECTURAL FIRM REG. No. 50757
NORTH CAROLINA ENGINEERING FIRM LICENSE No. F-0287
JACOBS' PROJECT No. 22FHGR03

SUBJECT:
BUILDING 000 - SITE
EXISTING CONDITIONS PLAN
AREA 1

SCALE @ ANSI D: 1" = 100'	DRAWING NO: A000-C1000091	REV: C
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KEY MAP
SCALE: 1" = 1000'



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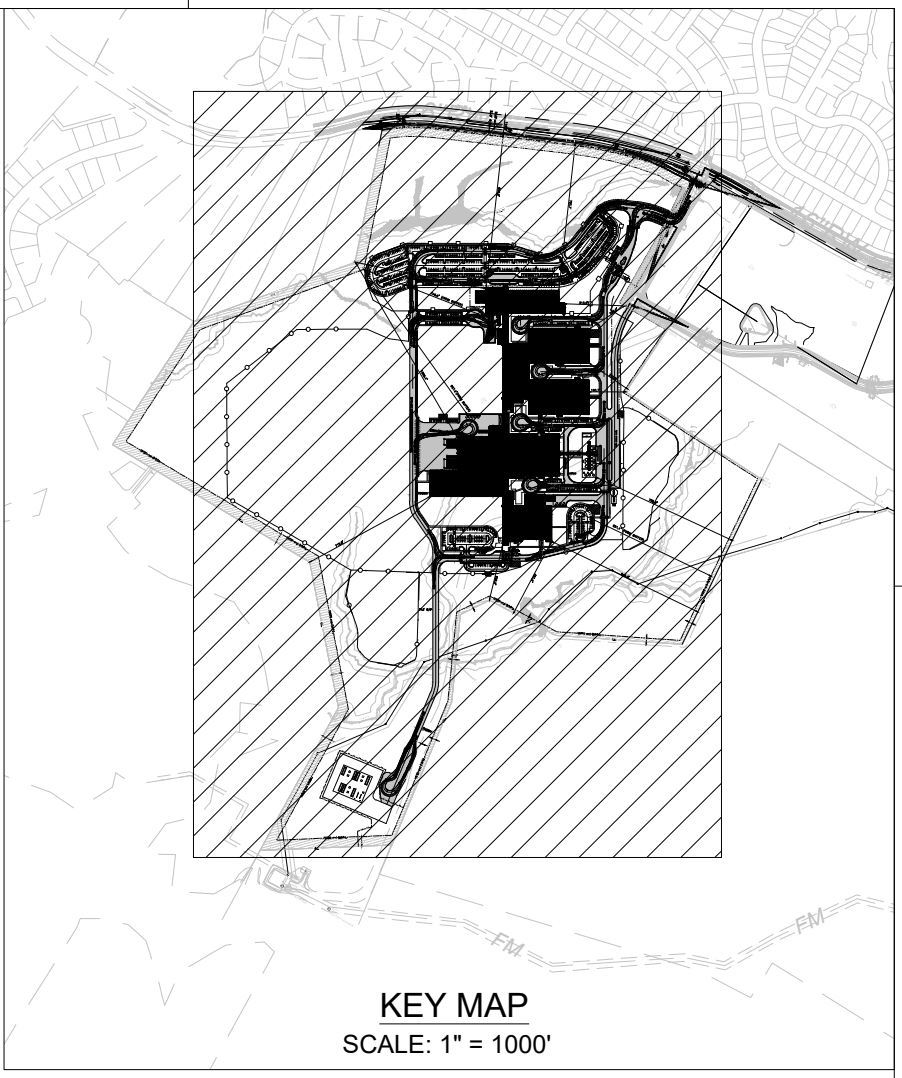
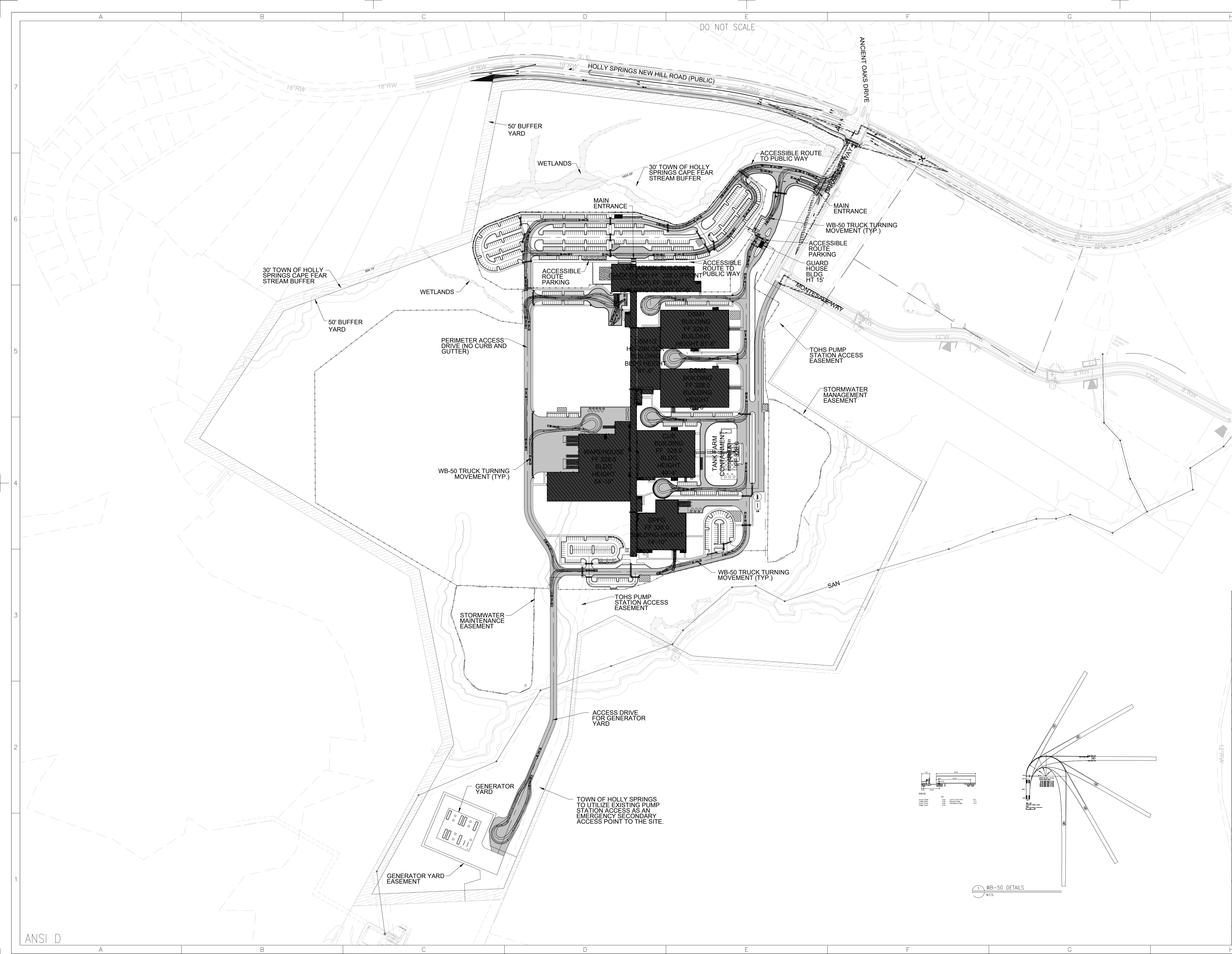
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FDB PROJECT NO: P20200048

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JACOBS' PROJECT No. 22PHGR03

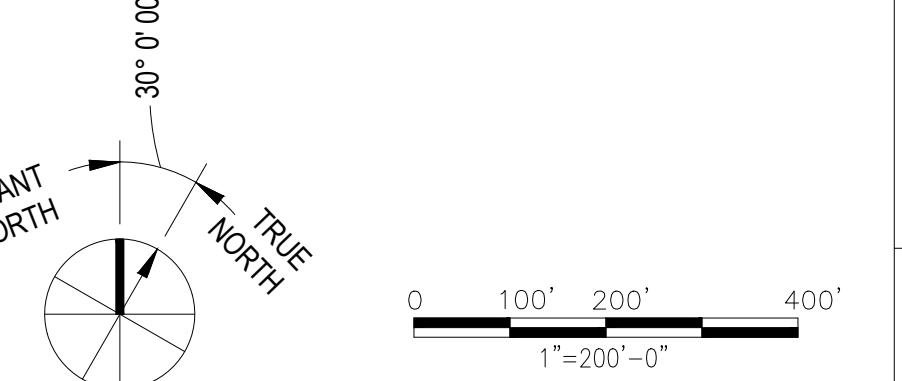
SUBJECT:
BUILDING 000 — SITE
EXISTING CONDITIONS PLAN
AREA 2

SCALE @ ANSI D: 1" = 100'	DRAWING NO: A000-C1000092	REV: C
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NOTES:
1. FOR DETAILED SITE PLAN, SEE FDB BOD SITE PLAN SHEETS 1 AND 2.

- LEGEND**
- HEAVY DUTY PAVING SURFACE
 - DECORATIVE FENCE
 - CHAIN LINK FENCE
 - PROPERTY LINE
 - BUILDING SET BACK LINE
 - EDGE OF WATER
 - OVERHEAD POWER LINE
 - RIGHT-OF-WAY LINE
 - EXISTING IRON PIPE FOUND
 - EXISTING IRON REBAR FOUND
 - COMPUTED POINT
 - 5/8" CAPPED IRON REBAR SET
 - POWER POLE
 - 50' THOROUGHFARE YARD
 - 50' BUFFER YARD
 - 30' COLLECTOR STREET YARD
 - 20' YARD
 - 10' YARD



B	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	23NOV21
A	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	05NOV21
REV	DESCRIPTION	DRN	CHK	APP	PROJ APP	CLIENT APP	DATE

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23 NOV 2021

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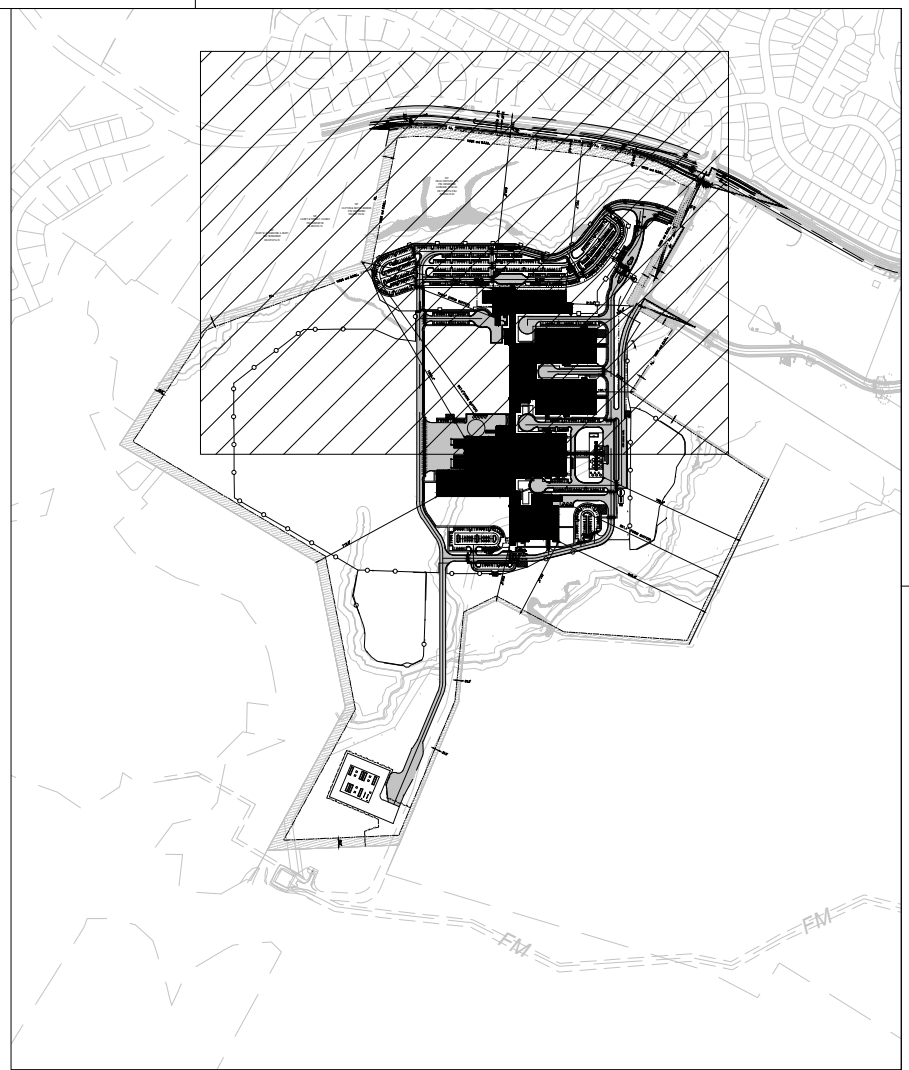
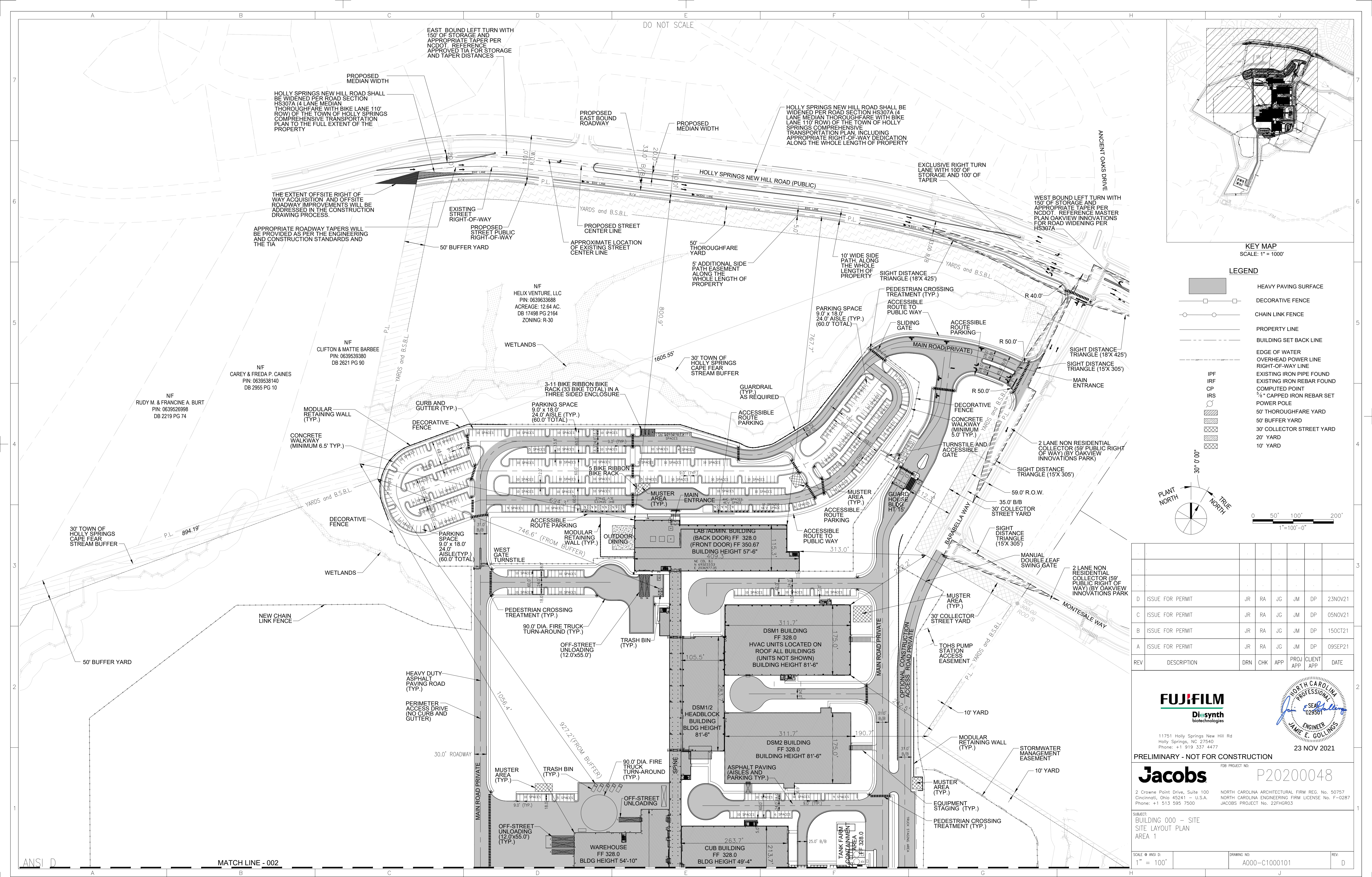
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NORTH CAROLINA ENGINEERING FIRM LICENSE No. F-0287
JACOBS' PROJECT No. 227HGR03

SUBJECT:
BUILDING 000 - SITE
SITE LAYOUT PLAN
OVERALL

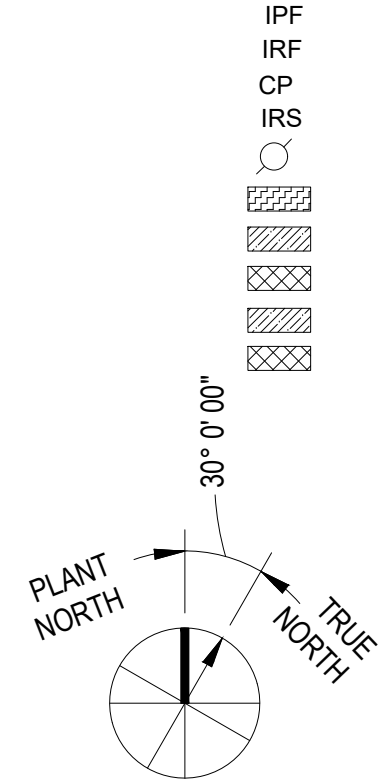
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KEY MAP
SCALE: 1" = 1000'

LEGEND

- HEAVY PAVING SURFACE
- DECORATIVE FENCE
- CHAIN LINK FENCE
- PROPERTY LINE
- BUILDING SET BACK LINE
- EDGE OF WATER
- OVERHEAD POWER LINE
- RIGHT-OF-WAY LINE
- EXISTING IRON PIPE FOUND
- EXISTING IRON REBAR FOUND
- COMPUTED POINT
- 3/8" CAPPED IRON REBAR SET
- POWER POLE
- 50' THOROUGHFARE YARD
- 50' BUFFER YARD
- 30' COLLECTOR STREET YARD
- 20' YARD
- 10' YARD



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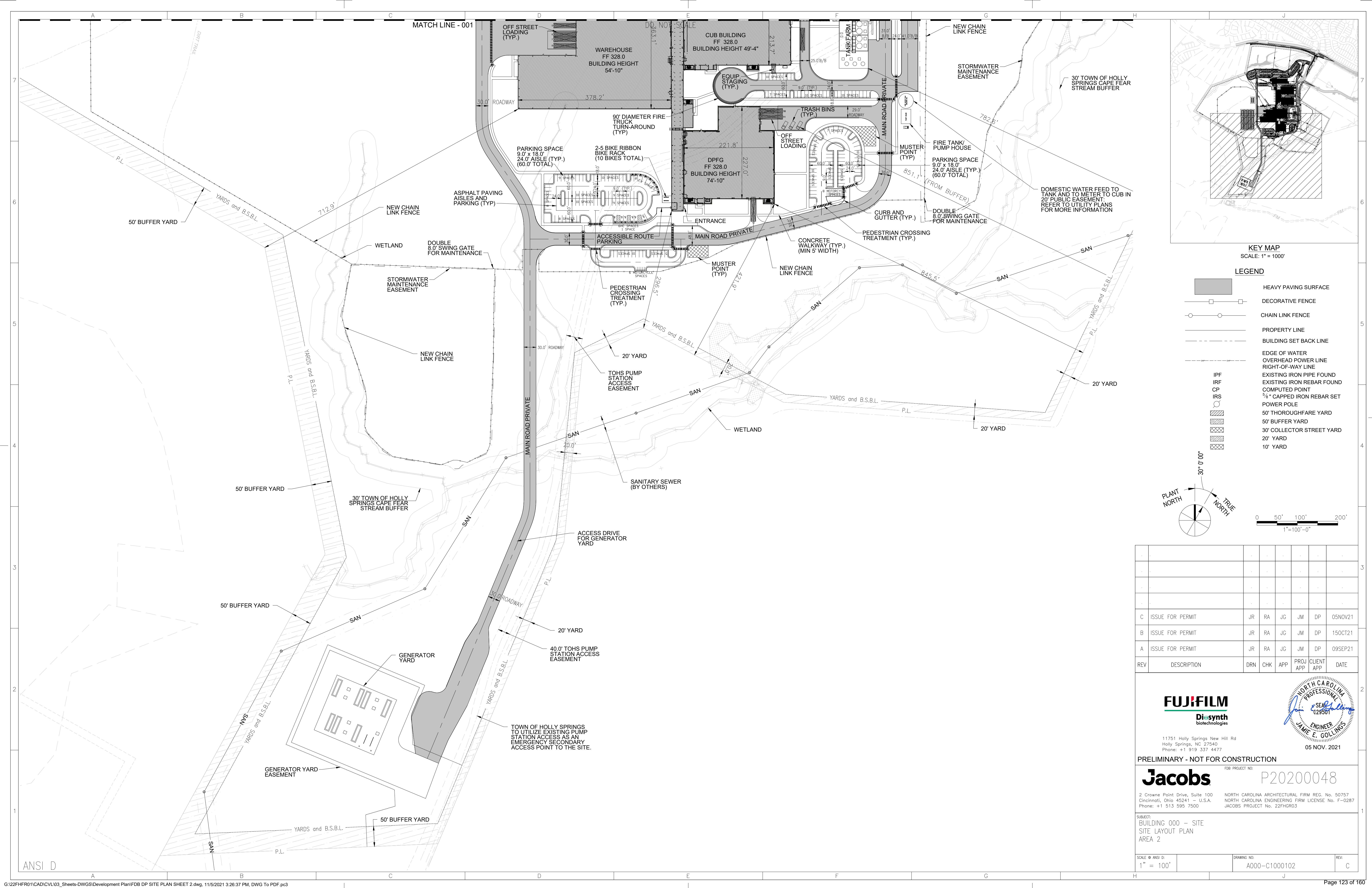
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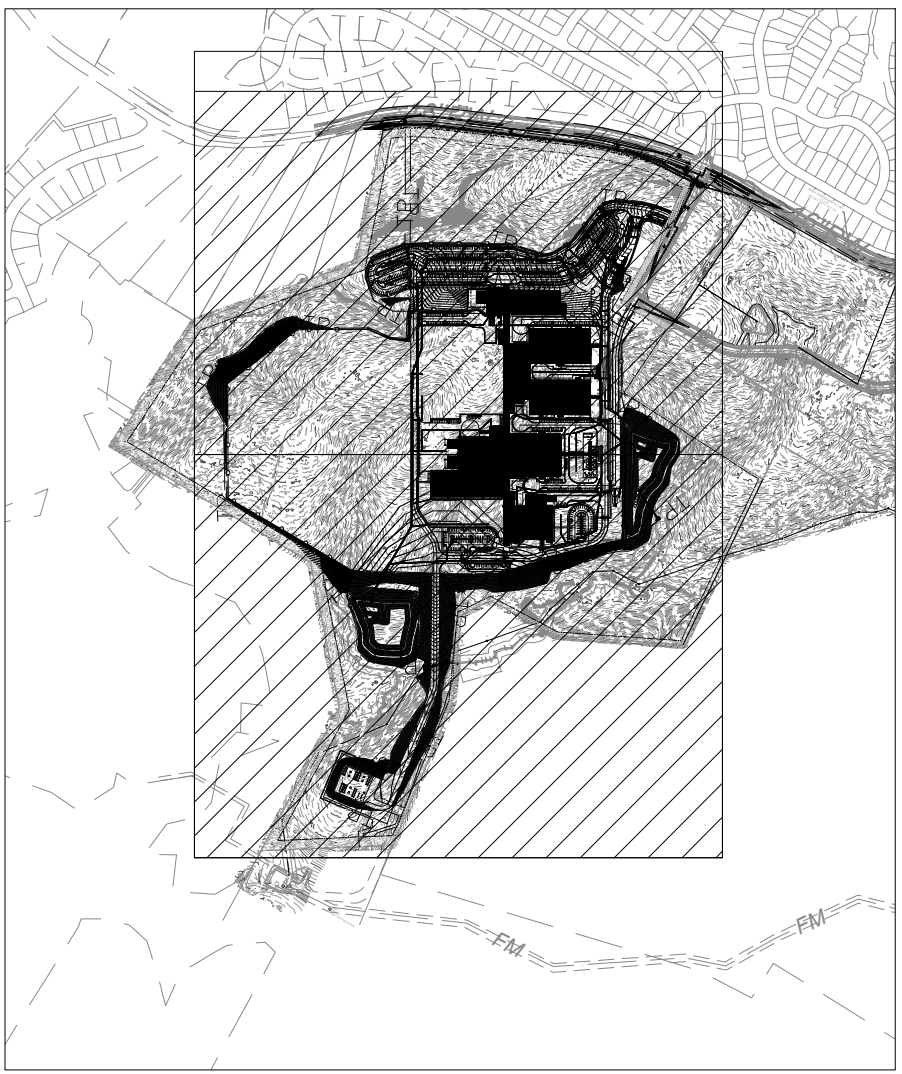
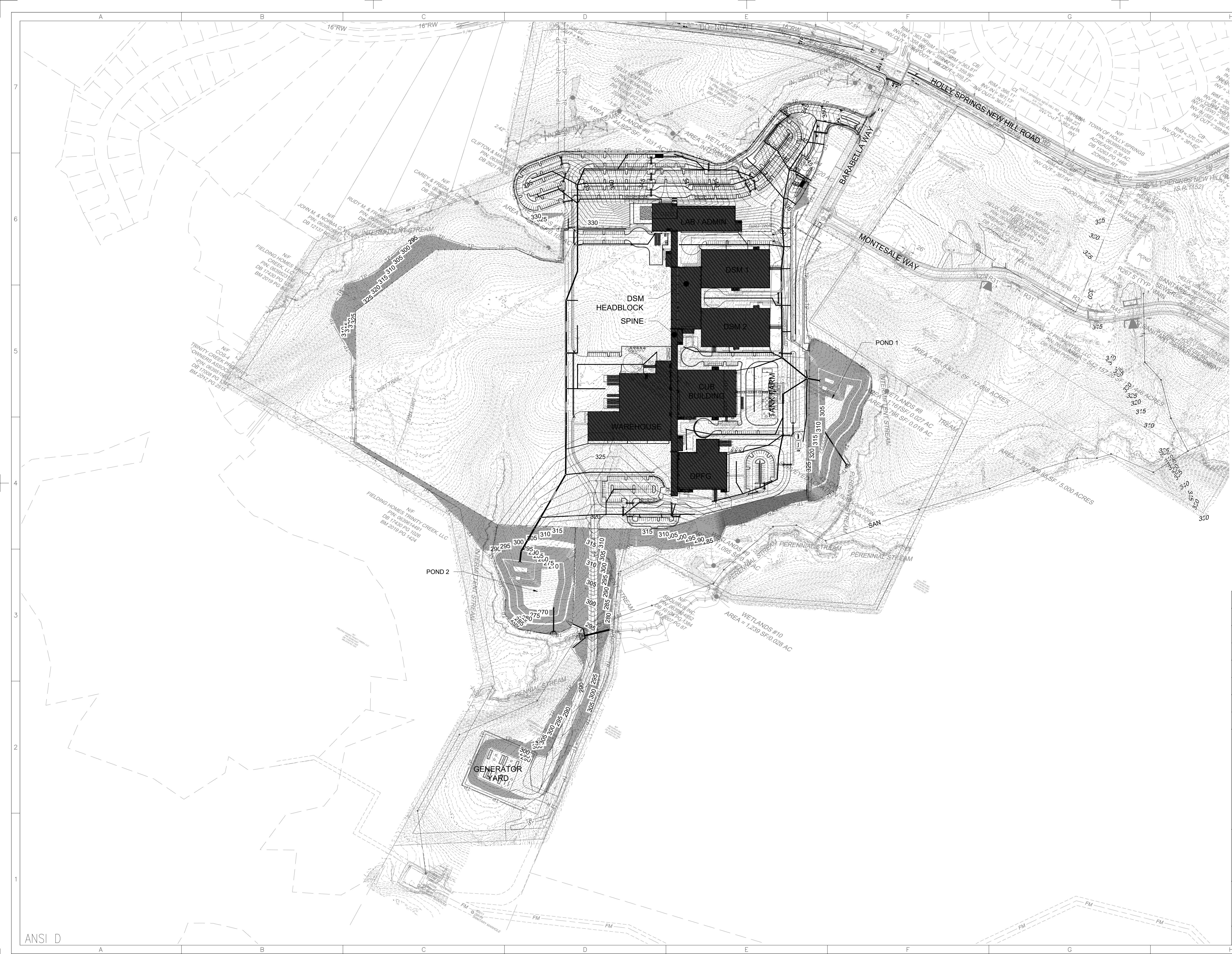
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NORTH CAROLINA ENGINEERING FIRM LICENSE NO. F-0287
JACOBS' PROJECT NO. 227HGR03

SUBJECT:
BUILDING 000 - SITE
SITE LAYOUT PLAN
AREA 1

SCALE: 1" = 100'	DRAWING NO: A000-C1000101	REV: D
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KEY MAP
SCALE: 1" = 1000'



D	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	23NOV21
C	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	05NOV21
B	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	15OCT21
A	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	09SEP21
REV	DESCRIPTION	DRN	CHK	APP	PROJ APP	CLIENT APP	DATE

11751 Holly Springs New Hill Rd
Holly Springs, NC 27540
Phone: +1 919 337 4477

23 NOV 2021

PRELIMINARY - NOT FOR CONSTRUCTION

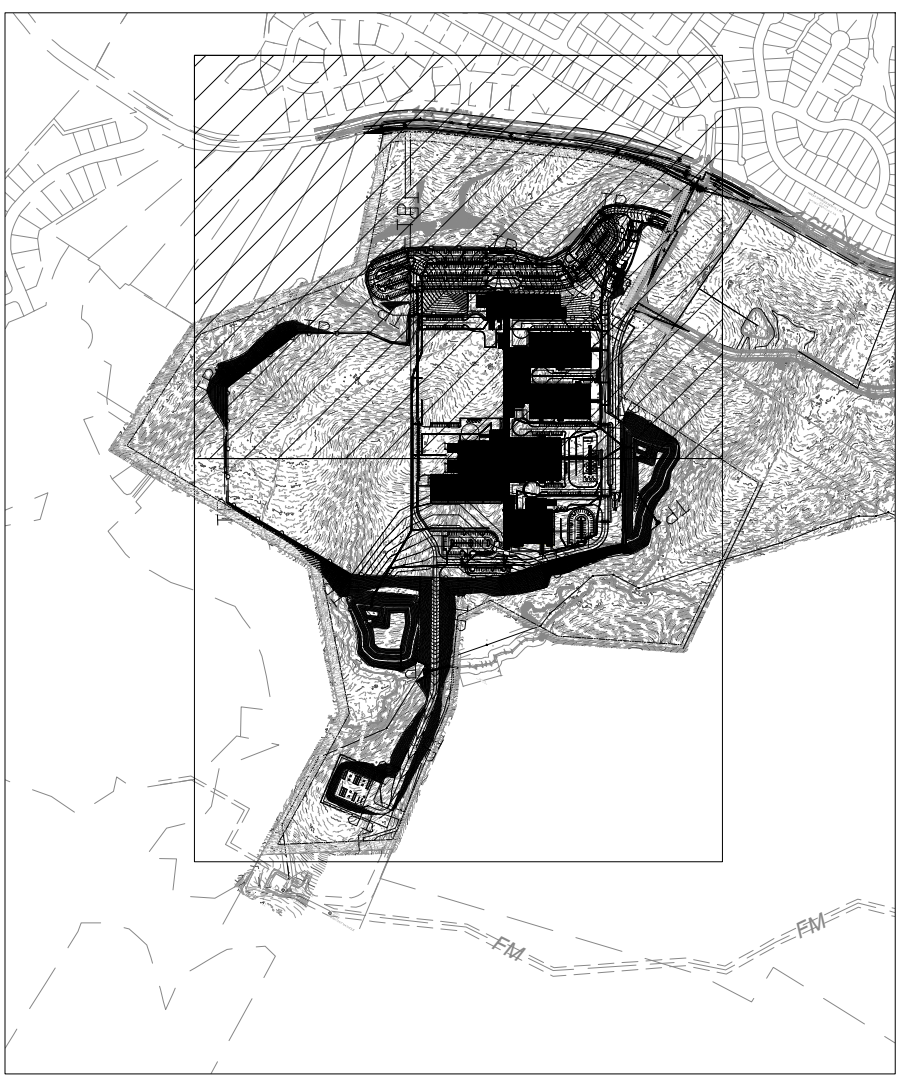
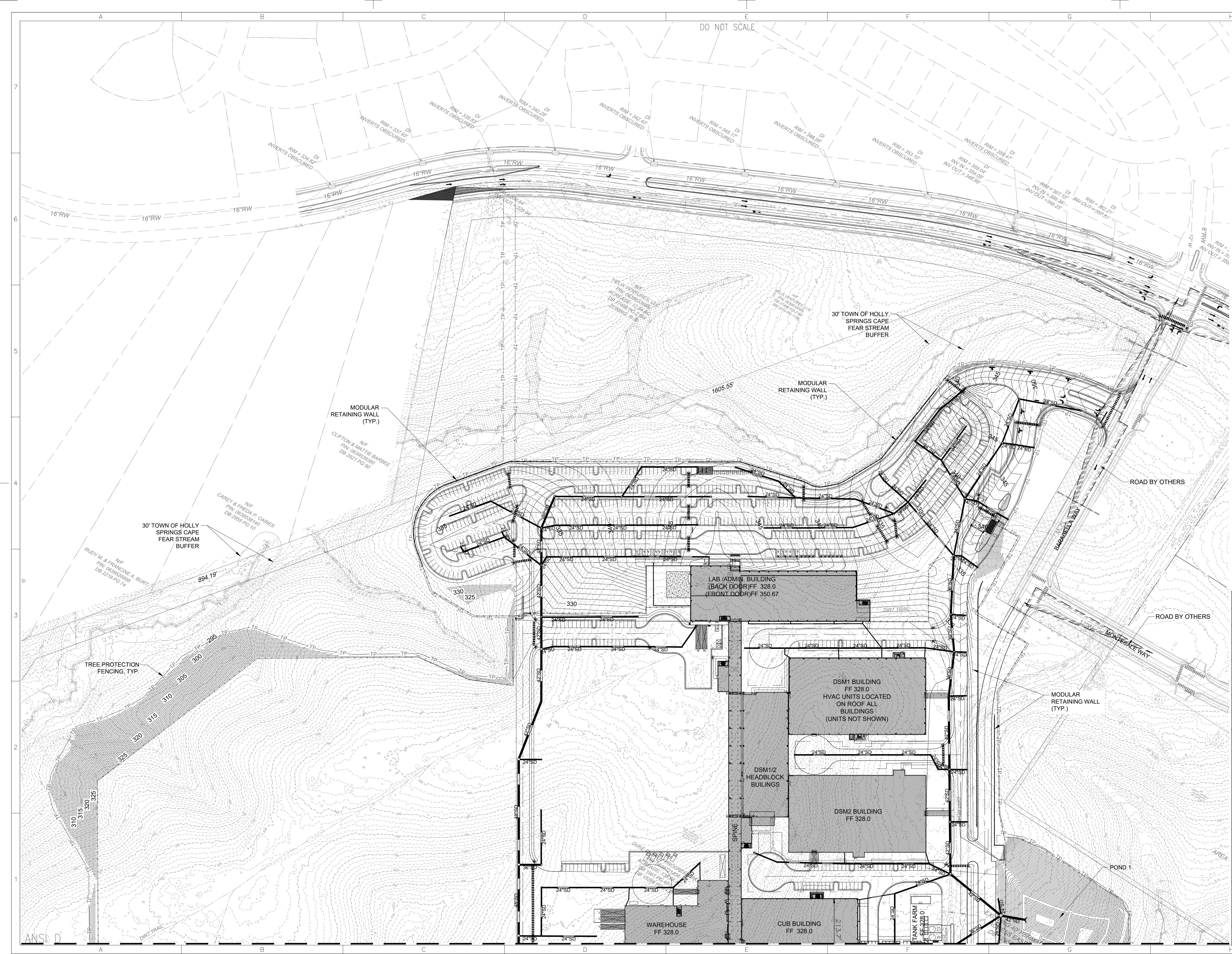
2 Crowne Point Drive, Suite 100
Cincinnati, Ohio 45241 — U.S.A.
Phone: +1 513 595 7500

NORTH CAROLINA ARCHITECTURAL FIRM REG. No. 50757
NORTH CAROLINA ENGINEERING FIRM LICENSE No. F-0287
JACOBS' PROJECT No. 22FHGR03

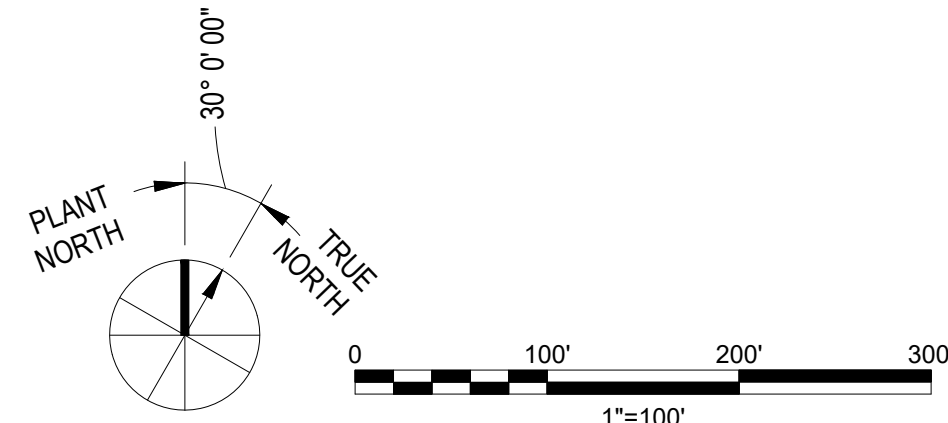
SUBJECT:
BUILDING 000 — SITE
GRADING AND STORM DRAINAGE PLAN
OVERALL

SCALE: ANSI D: 1" = 200'	DRAWING NO: A000-C1000110	REV: D
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ANSI D



KEY MAP
SCALE: 1" = 1000'



D	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	23NOV21
C	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	05NOV21
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A	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	09SEP21
REV	DESCRIPTION	DRN	CHK	APP	PROJ APP	CLIENT APP	DATE

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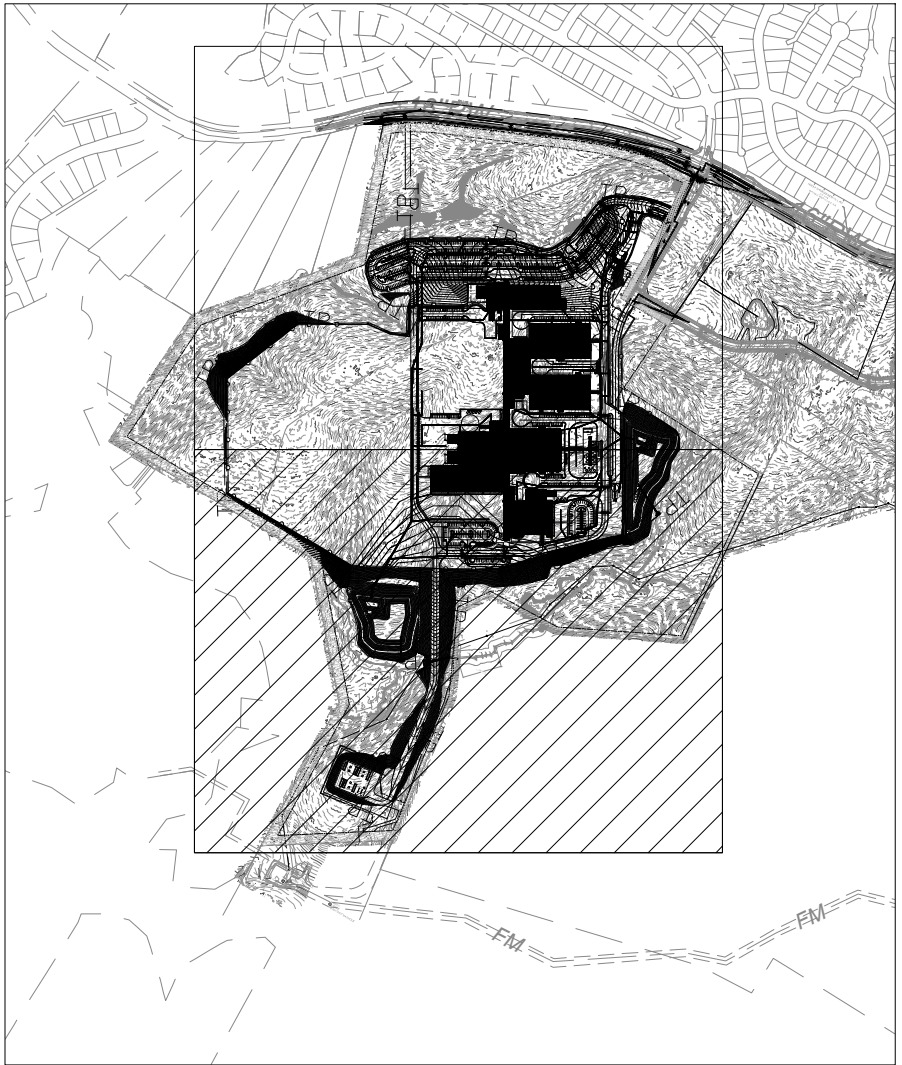
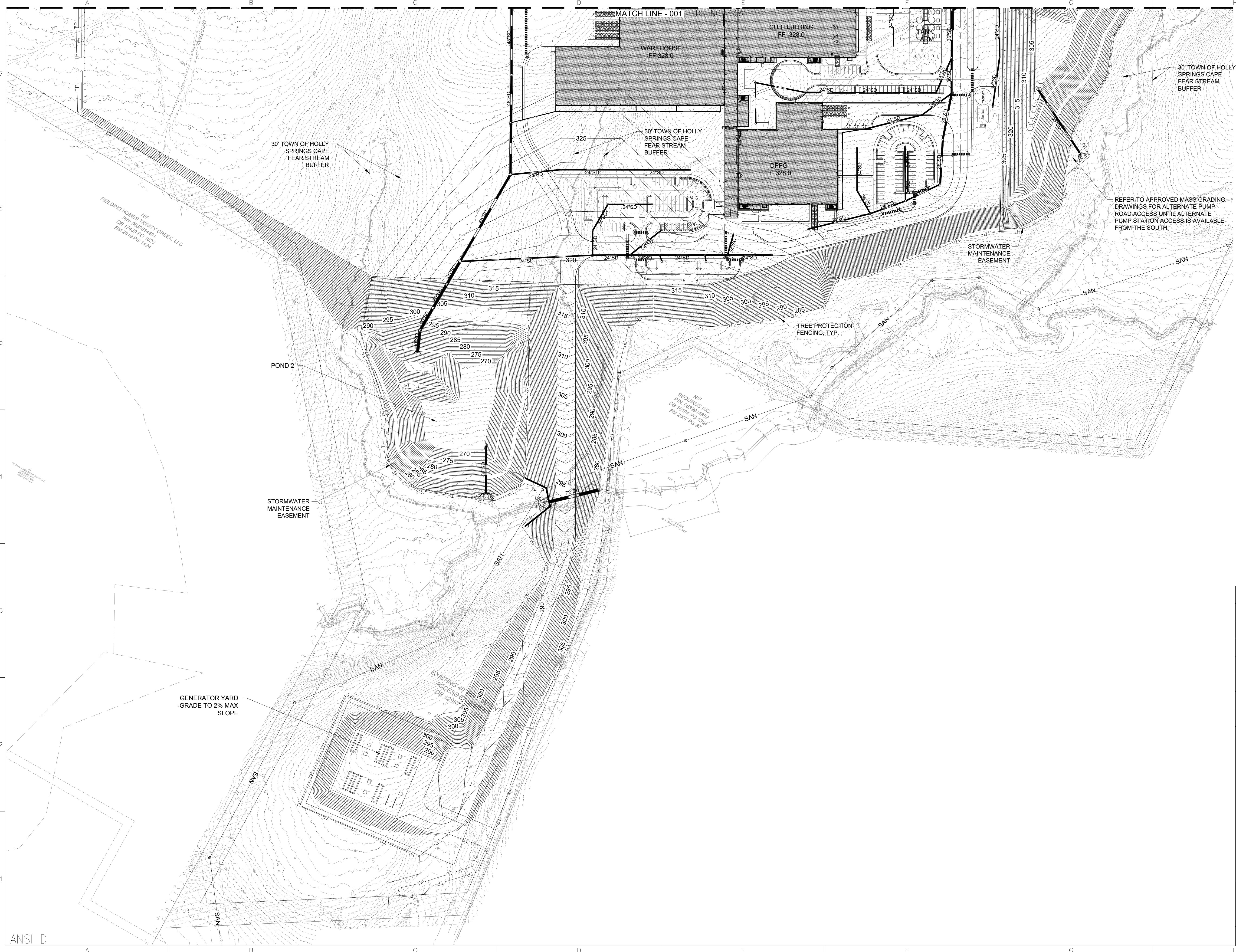
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NORTH CAROLINA ENGINEERING FIRM LICENSE No. F-0287
JACOBS' PROJECT No. 22FHGR03

SUBJECT:
BUILDING 000 - SITE
GRADING AND STORM DRAINAGE PLAN
AREA 1

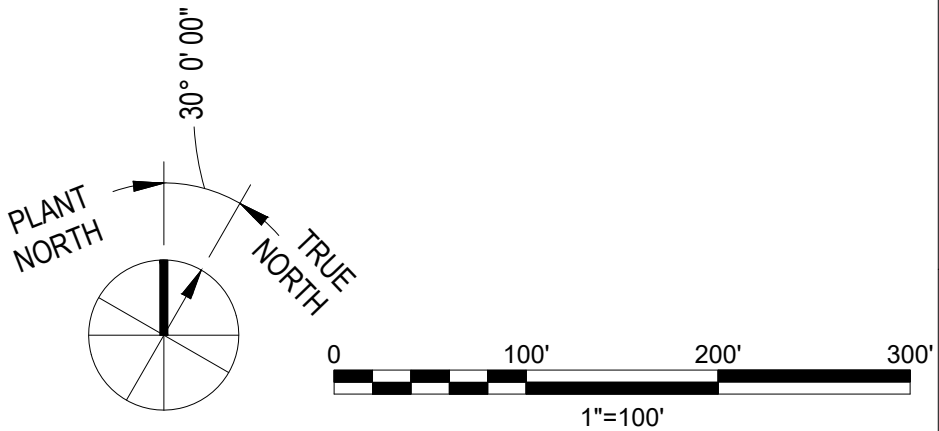
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DRAWING NO: A000-C1000111

REV: D



KEY MAP
SCALE: 1" = 1000'



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C	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	05NOV21
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REV	DESCRIPTION	DRN	CHK	APP	PROJ APP	CLIENT APP	DATE



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FDB PROJECT NO: P20200048

NORTH CAROLINA ARCHITECTURAL FIRM REG. No. 50757
NORTH CAROLINA ENGINEERING FIRM LICENSE No. F-0287
JACOBS' PROJECT No. 227HGR03

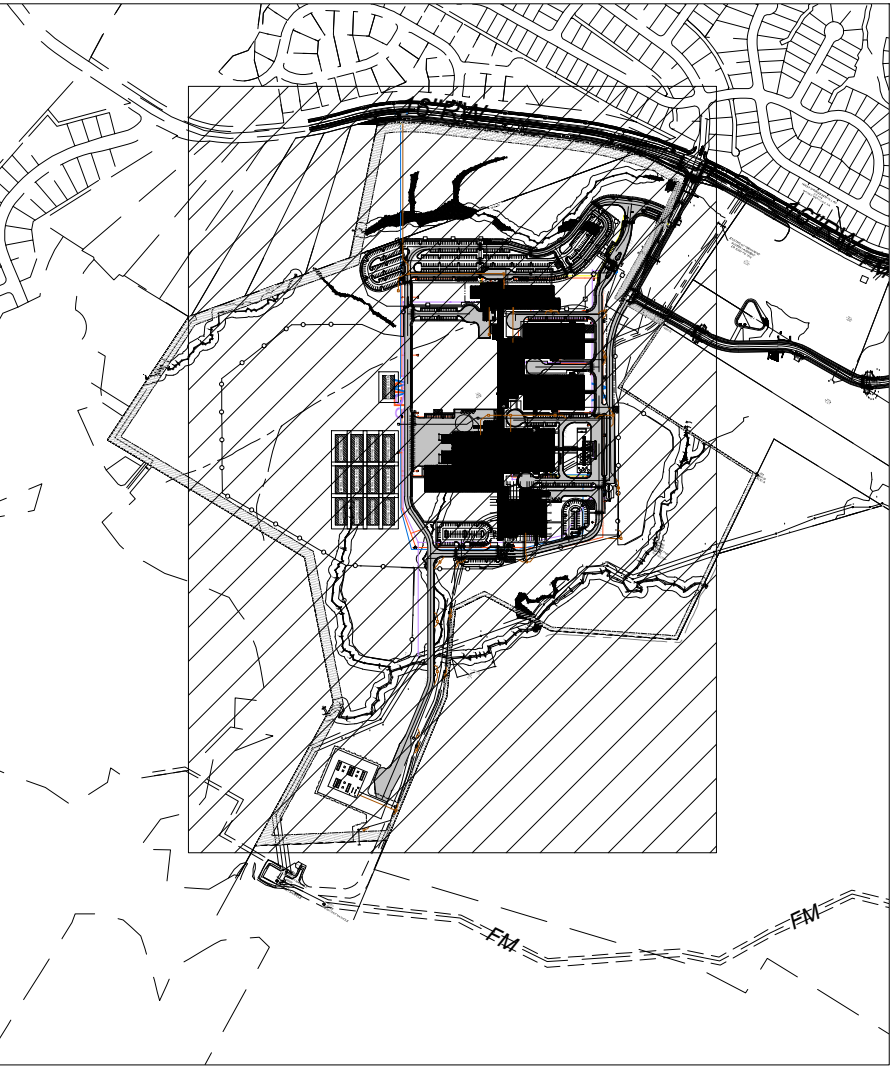
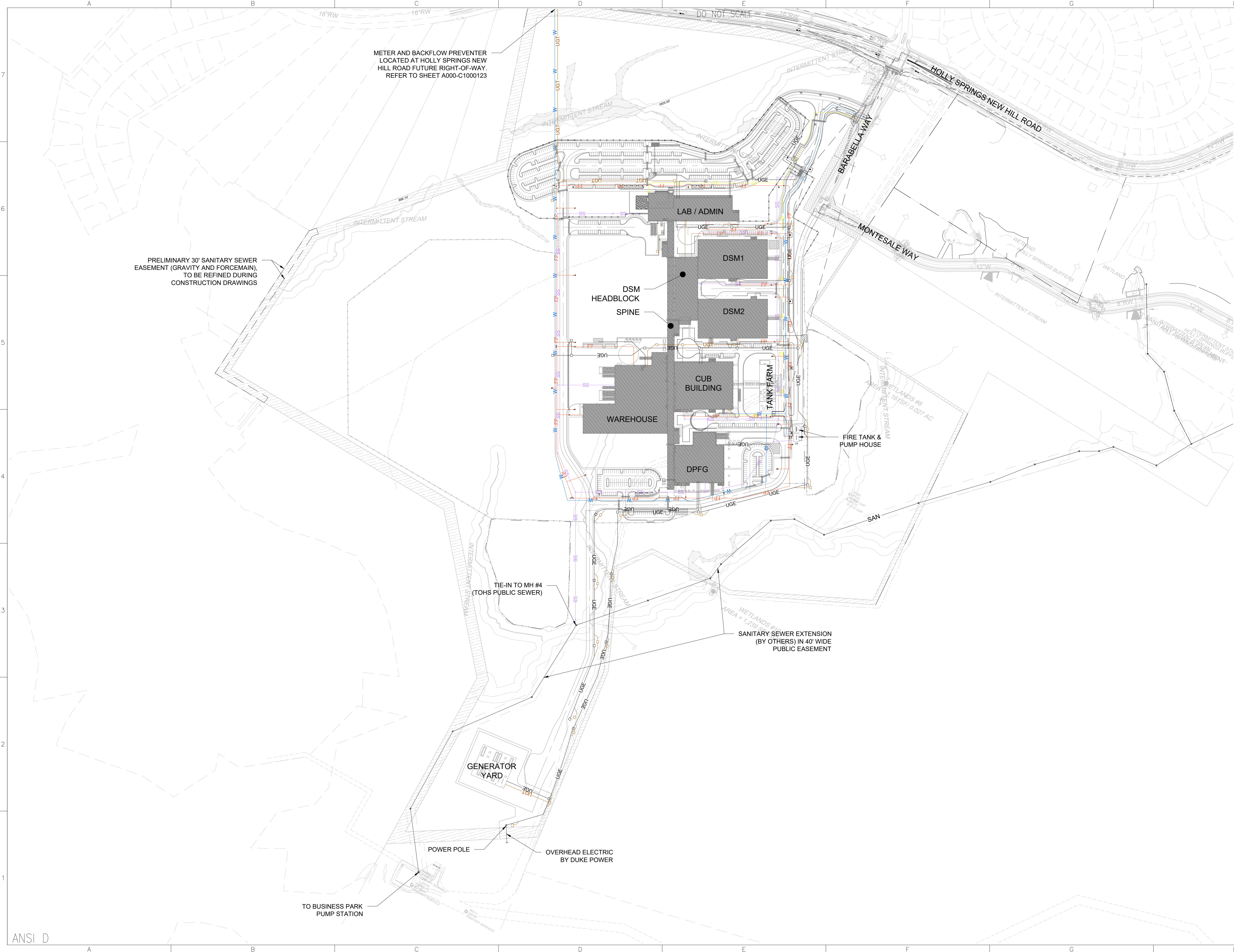
SUBJECT:
BUILDING 000 — SITE
GRADING AND STORM DRAINAGE PLAN
AREA 2

SCALE @ ANSI D:
1" = 100'

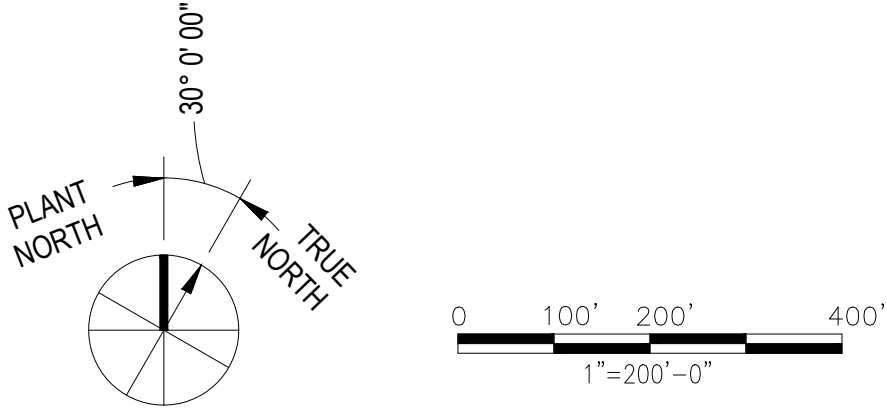
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A000-C1000112

REV:
D

ANSI D



KEY MAP
SCALE: 1" = 1000'



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B	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	15OCT21
A	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	09SEP21
REV	DESCRIPTION	DRN	CHK	APP	PROJ APP	CLIENT APP	DATE



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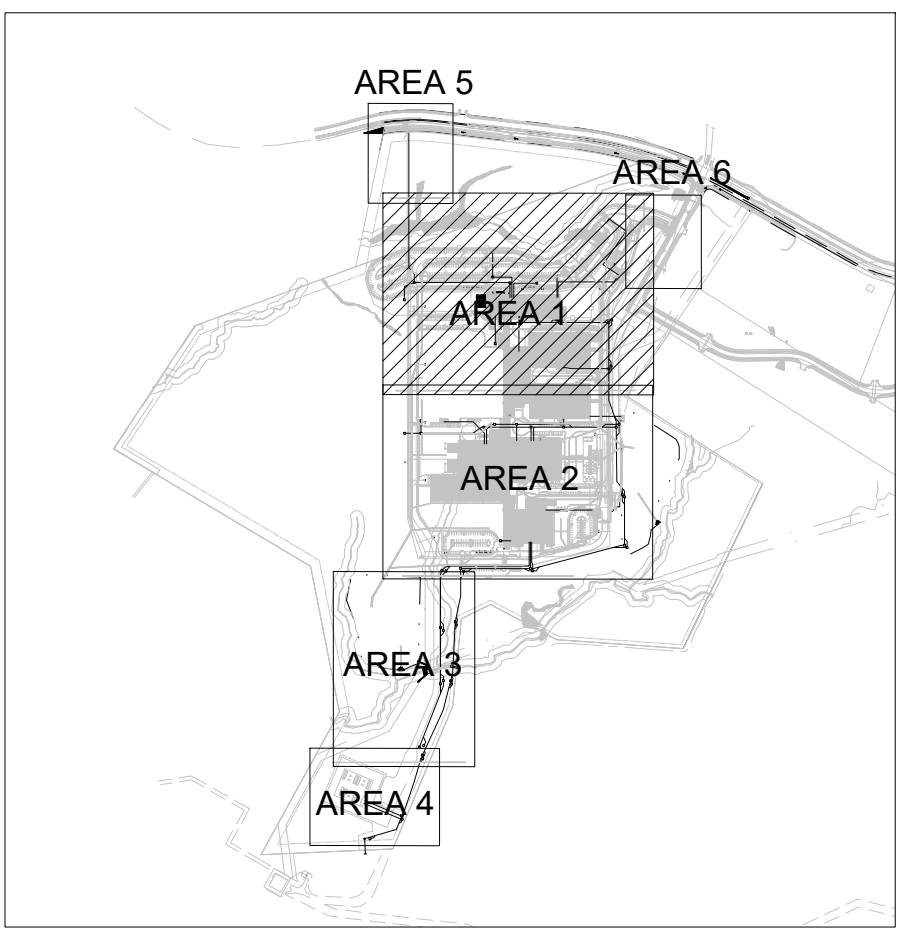
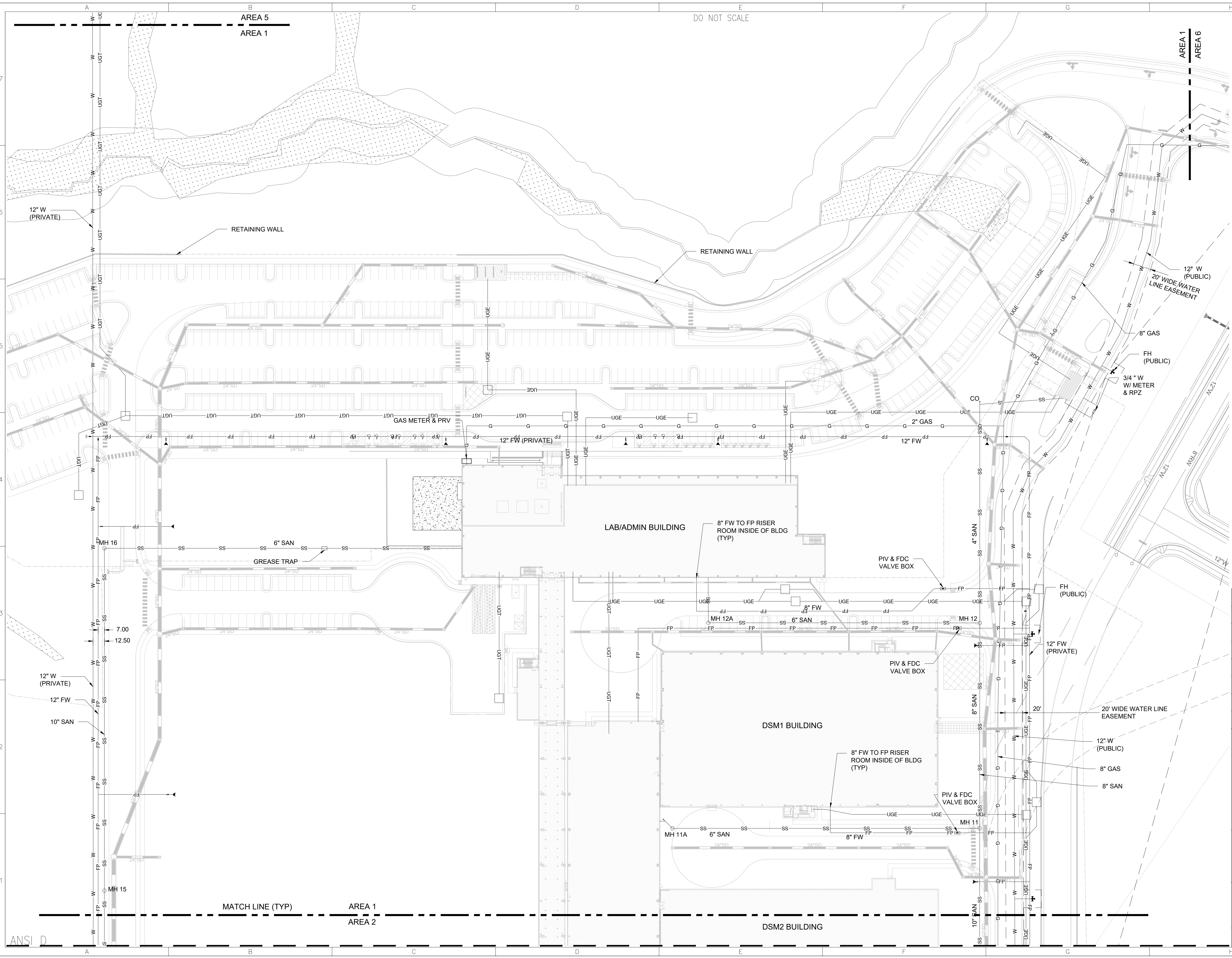
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SUBJECT:
BUILDING 000 - SITE
UTILITY PLAN
OVERALL

SCALE: ANSI D:
1" = 200'

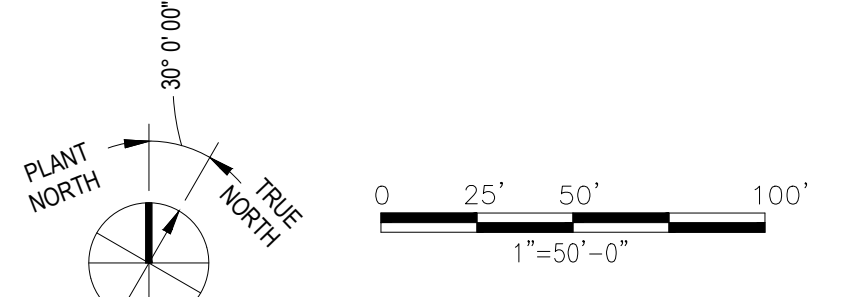
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REV:
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NOTE:

- 1. DUCTILE IRON PIPE MATERIAL SHALL BE USED FOR WATER, FIRE WATER, AND SANITARY SEWER MAIN, UNLESS OTHERWISE APPROVED BY THE TOWN
- 2. PVC PIPE SHALL BE USED FOR SANITARY SEWER LATERAL, UNLESS OTHERWISE APPROVED BY THE TOWN
- 3. HDPE SHALL BE USED FOR GAS LINE, UNLESS OTHERWISE APPROVED BY NATURAL GAS COMPANY
- 4. ALL PROPOSED SANITARY SEWER IS PRIVATE
- 5. ALL PROPOSED FIRE WATER SYSTEM IS PRIVATE
- 6. ALL FIRE HYDRANTS PUBLIC AND PRIVATE SHALL HAVE 5" STORTZ STEAMER OUTLET AND 2- 2.5" NST OUTLETS INSTALLED IN ACCORDANCE WITH HSD&CS
- 7. PUBLIC HYDRANTS SHALL BE YELLOW IN COLOR AND PRIVATE HYDRANTS SHALL BE RED AND SHALL BE SPACE NO FURTHER THAN 300' APART
- 8. FDC'S TO HAVE PROPER CHECK VALVES IN MANHOLES TO PROVIDE PROPER SYSTEM ISOLATION PER NFPA 24.



D	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	23NOV21
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REV	DESCRIPTION	DRN	CHK	APP	PROJ APP	CLIENT APP	DATE

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PRELIMINARY - NOT FOR CONSTRUCTION

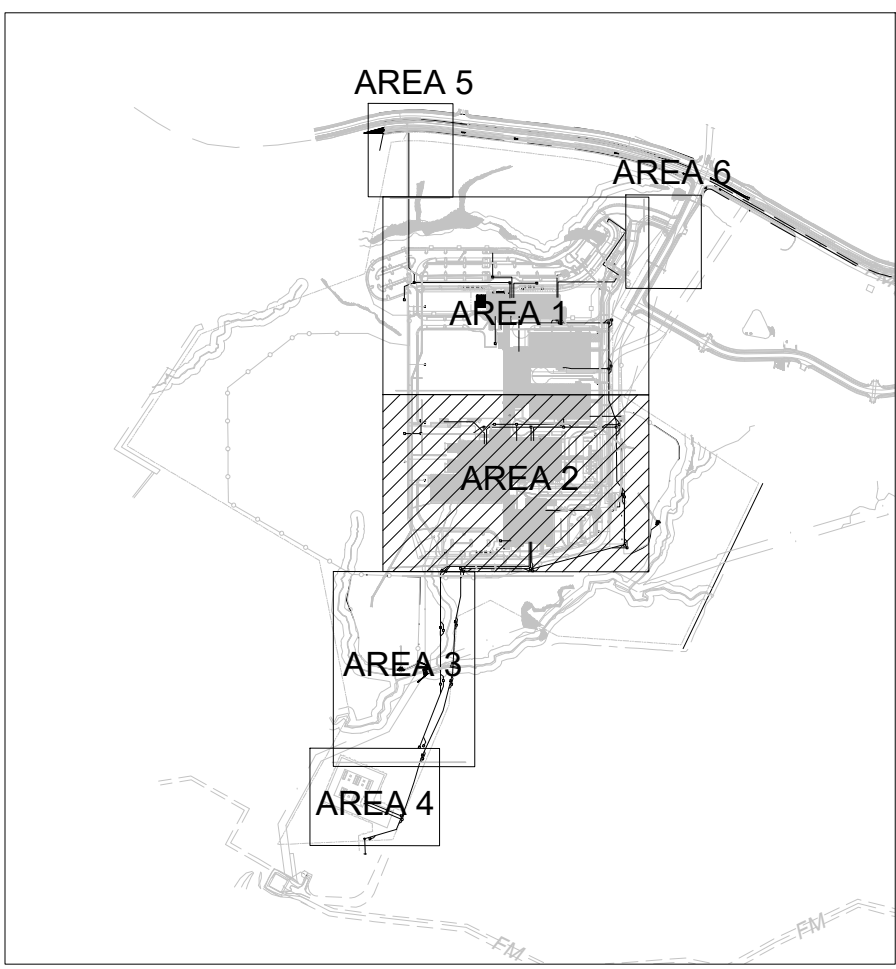
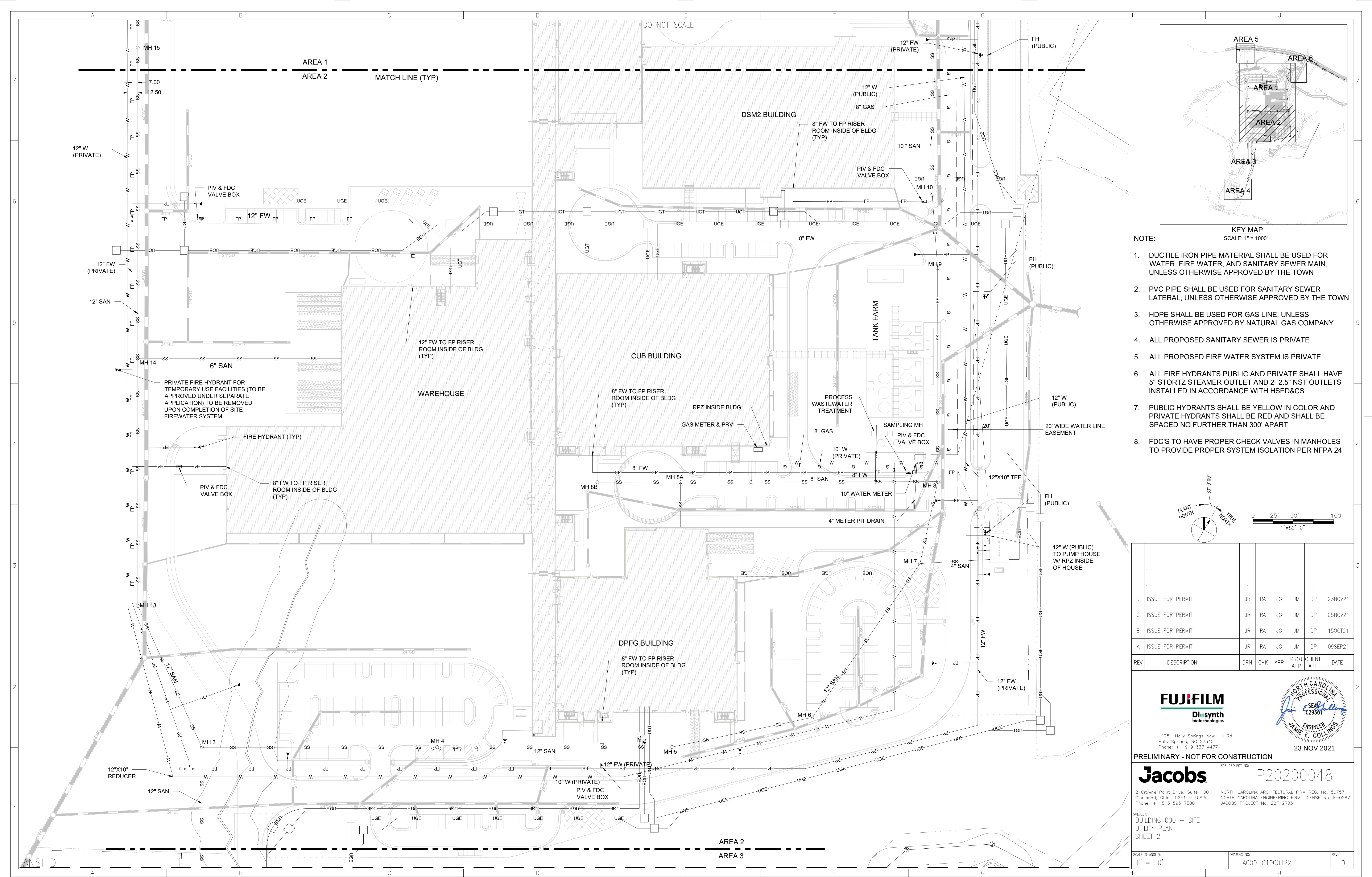
Jacobs P20200048

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Phone: +1 513 595 7500

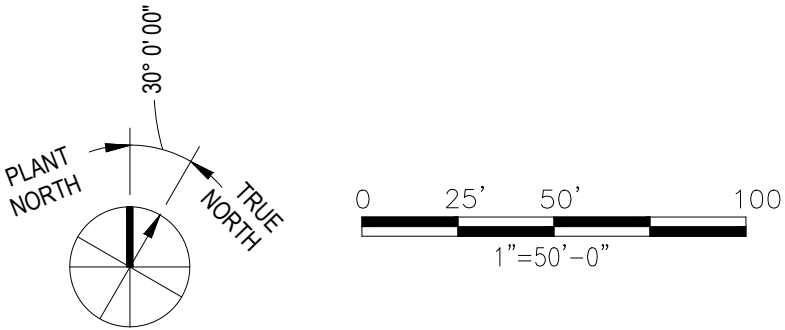
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NORTH CAROLINA ENGINEERING FIRM LICENSE No. F-0287
JACOBS' PROJECT No. 22FHGR03

SUBJECT:
BUILDING 000 – SITE
UTILITY PLAN
SHEET 1

SCALE @ ANSI D: 1" = 50'	DRAWING NO: A000-C1000121	REV: D
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- NOTE:
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REV	DESCRIPTION	DRN	CHK	APP	PROJ APP	CLIENT APP	DATE

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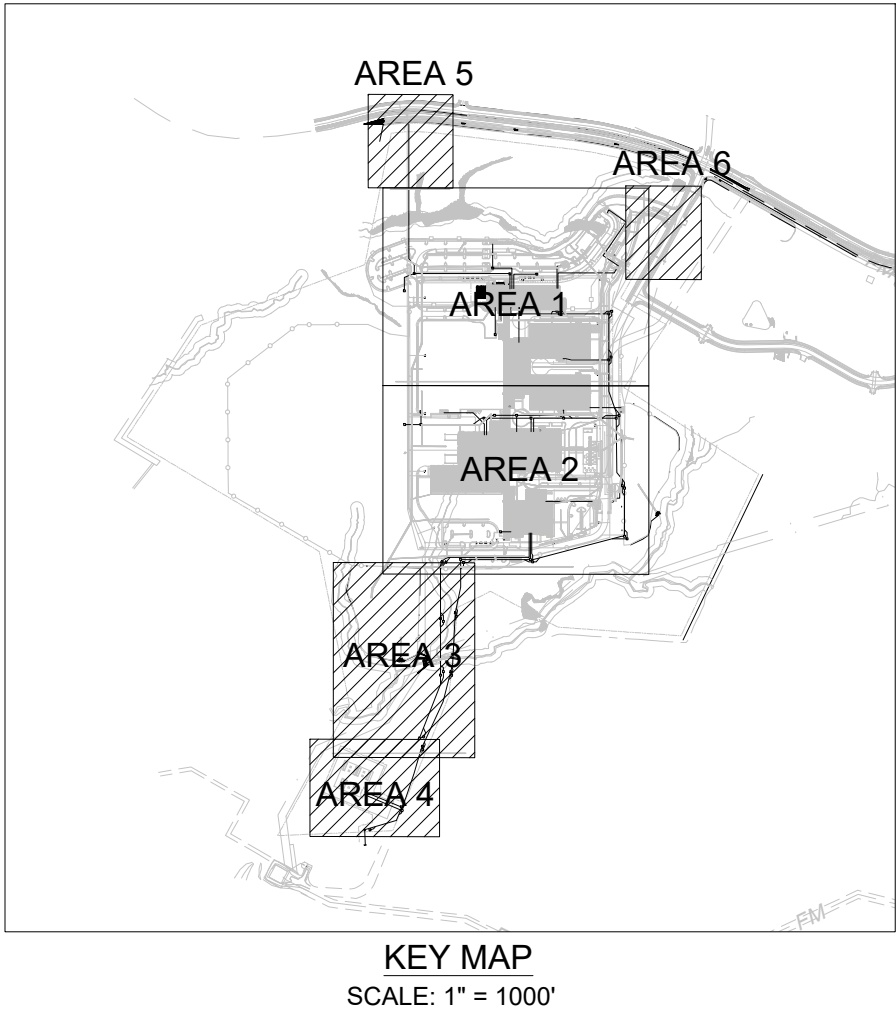
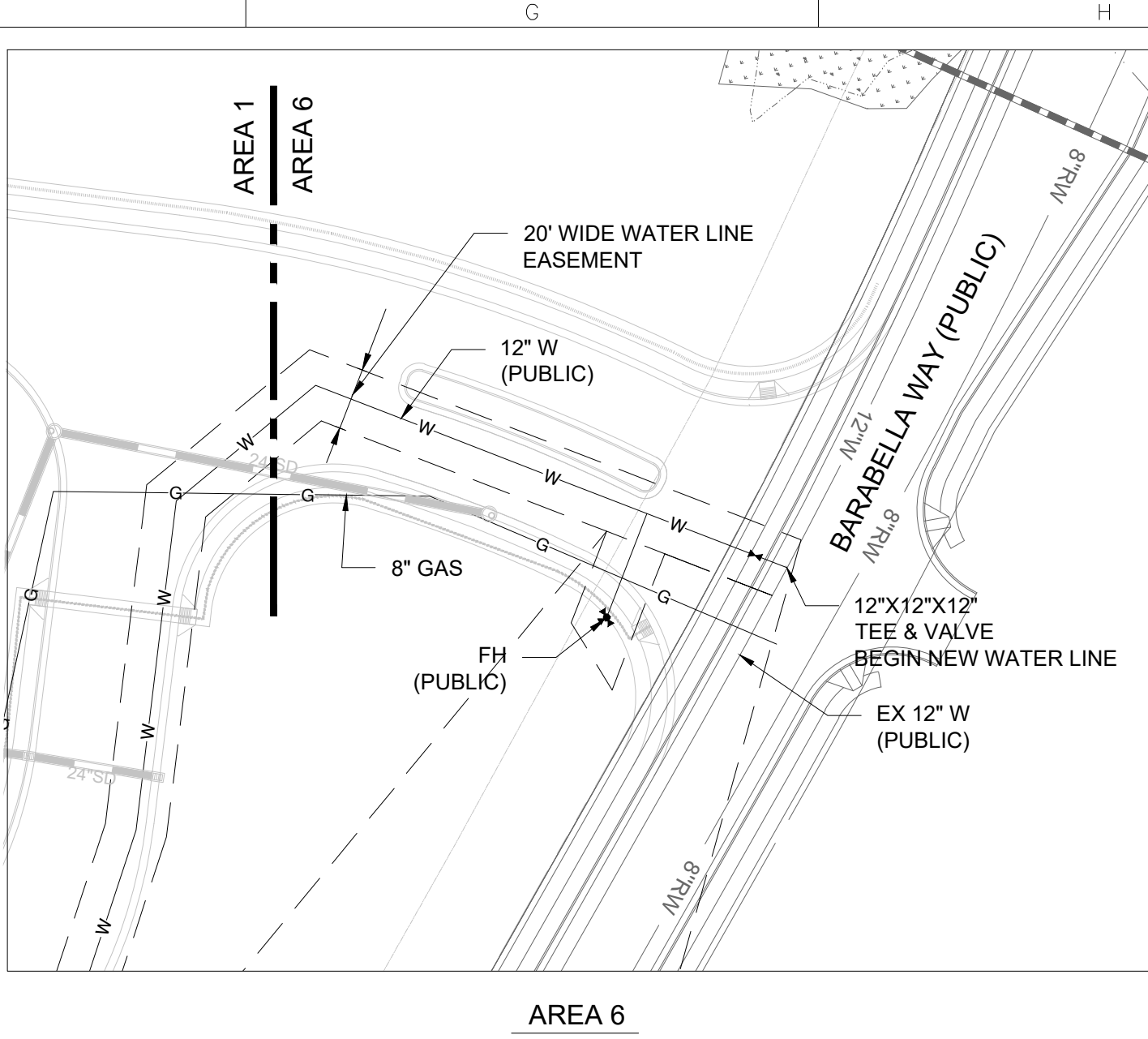
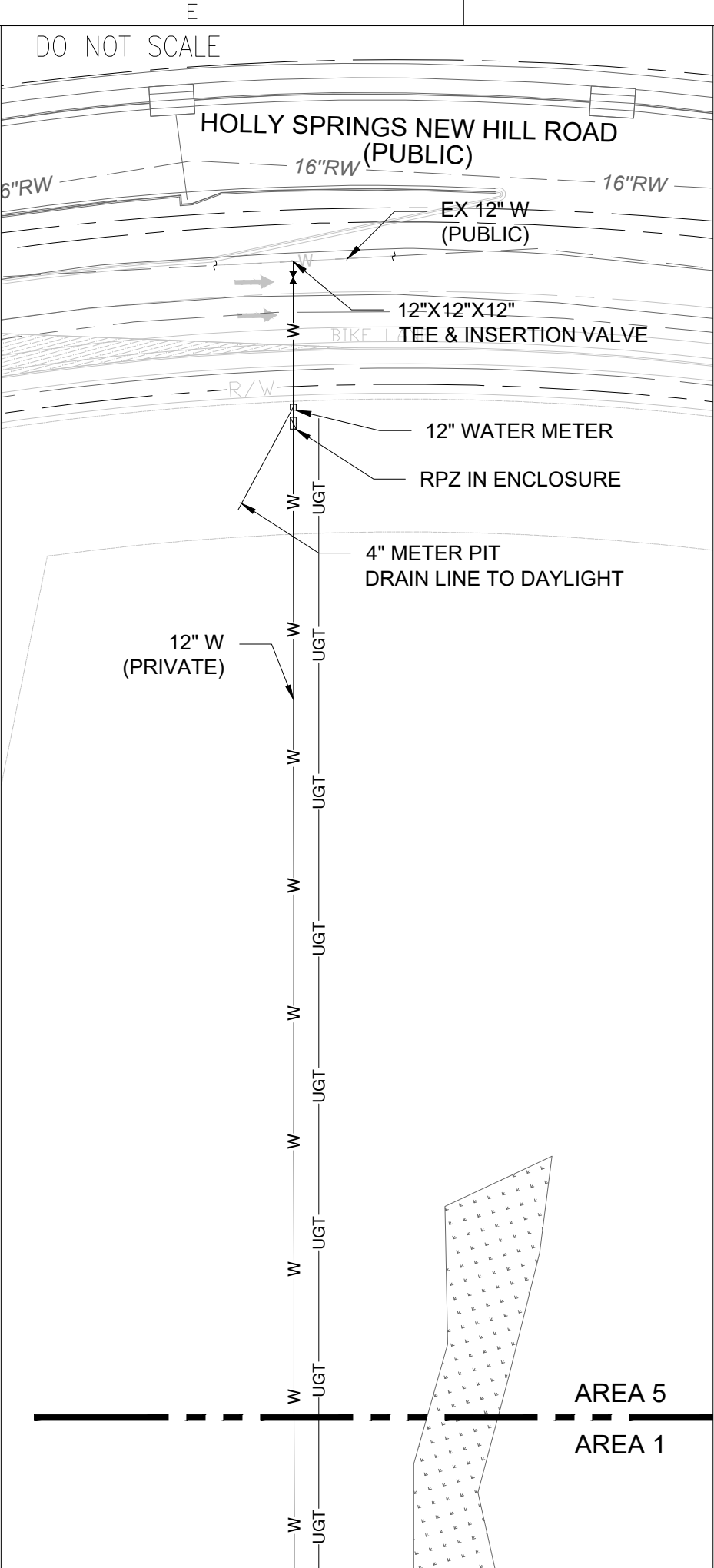
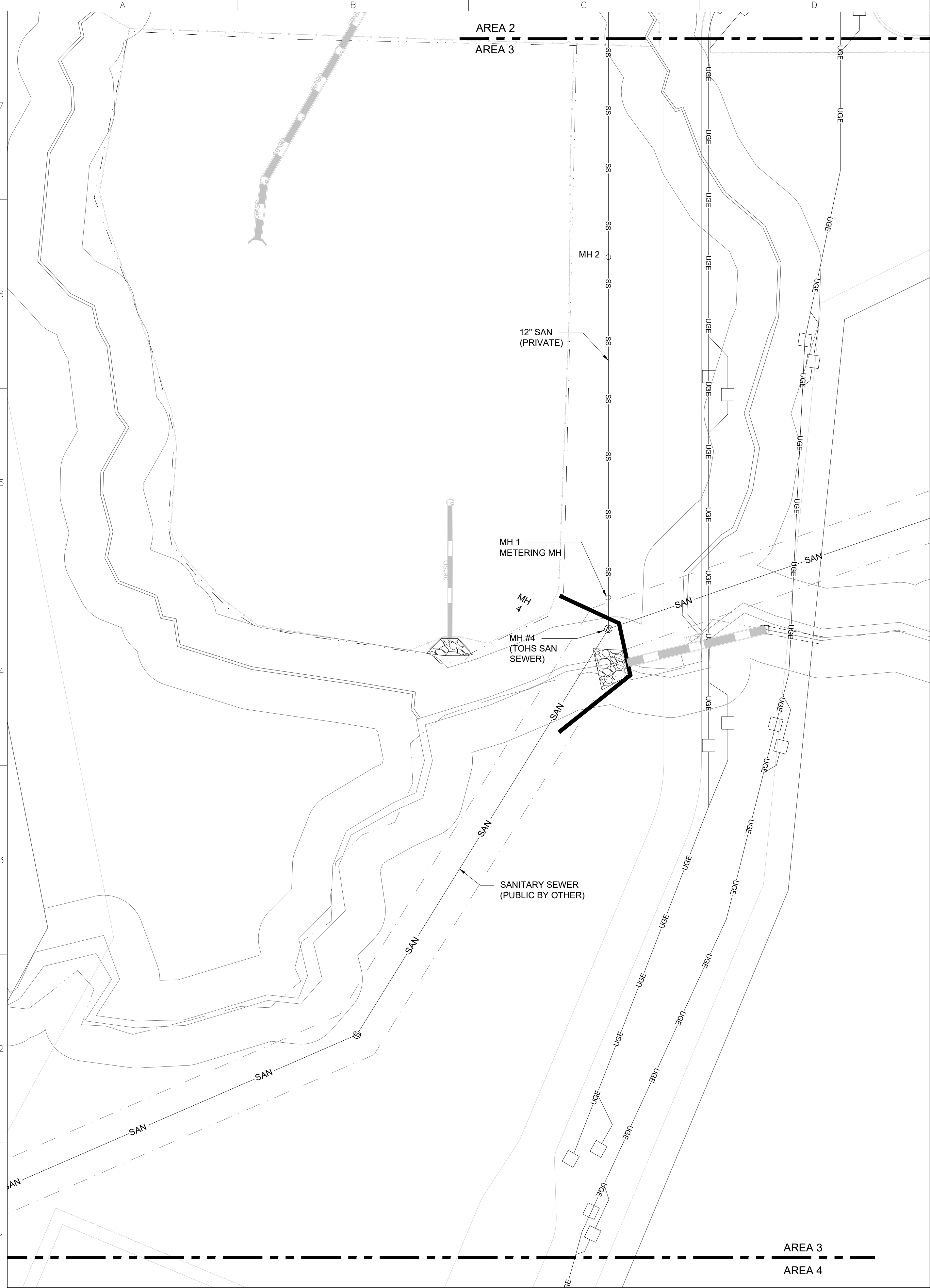
Jacobs P20200048

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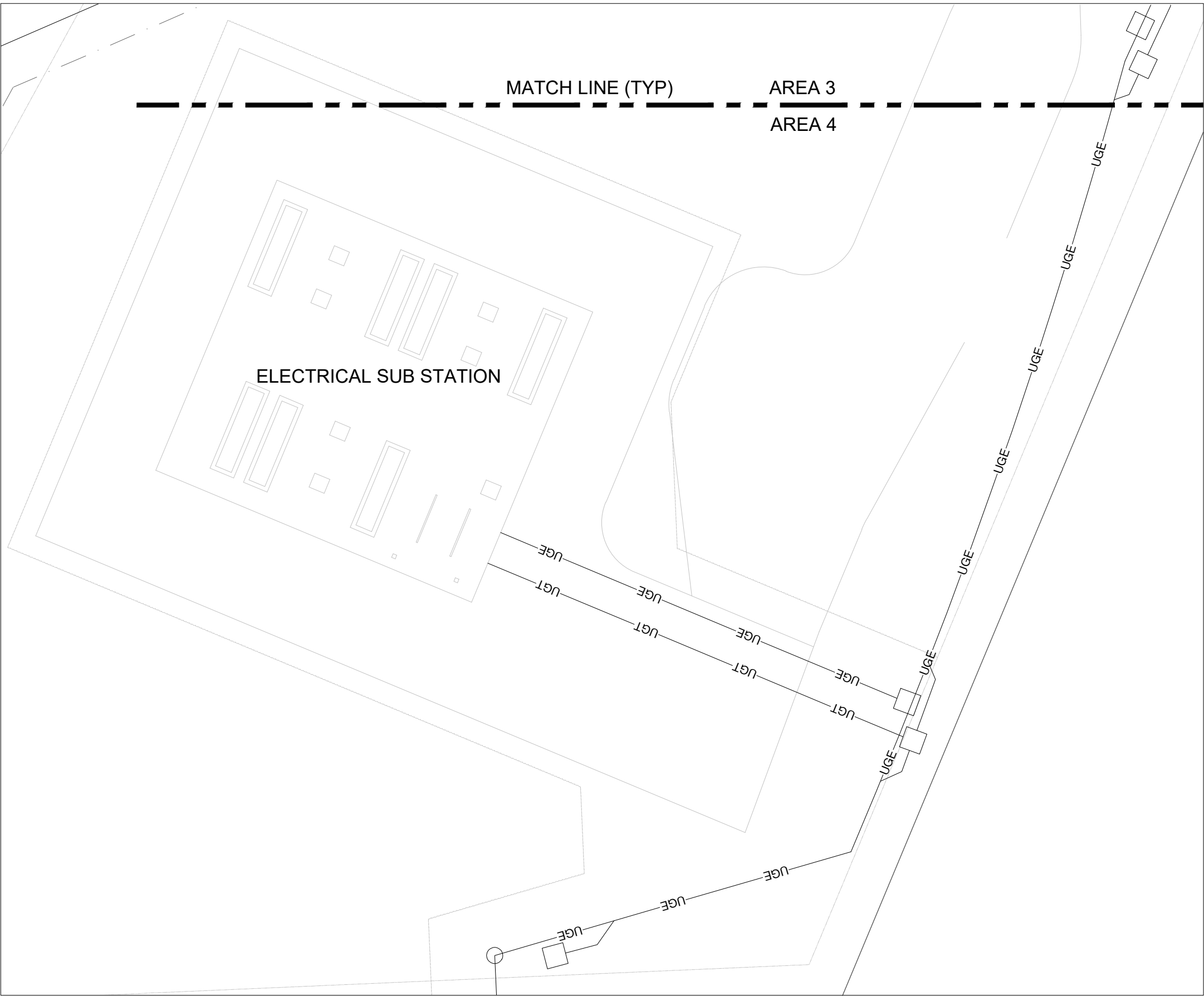
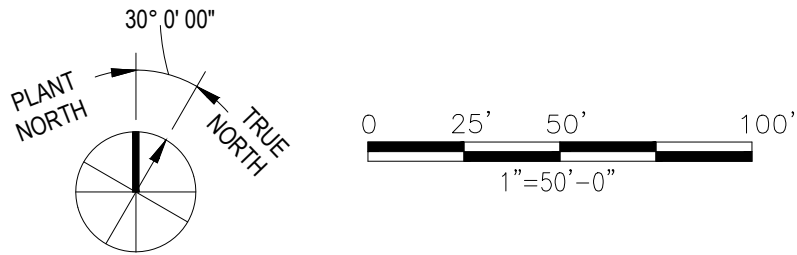
NORTH CAROLINA ARCHITECTURAL FIRM REG. No. 50757
NORTH CAROLINA ENGINEERING FIRM LICENSE No. F-0287
JACOBS' PROJECT No. 22FHGR03

SUBJECT:
BUILDING 000 - SITE
UTILITY PLAN
SHEET 2

SCALE @ ANSI D: 1" = 50'	DRAWING NO: A000-C1000122	REV: D
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- NOTE:
1. DUCTILE IRON PIPE MATERIAL SHALL BE USED FOR WATER, FIRE WATER, AND SANITARY SEWER MAIN, UNLESS OTHERWISE APPROVED BY THE TOWN
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ANSI D

FUJIFILM
Di^osynth
biotechnologies

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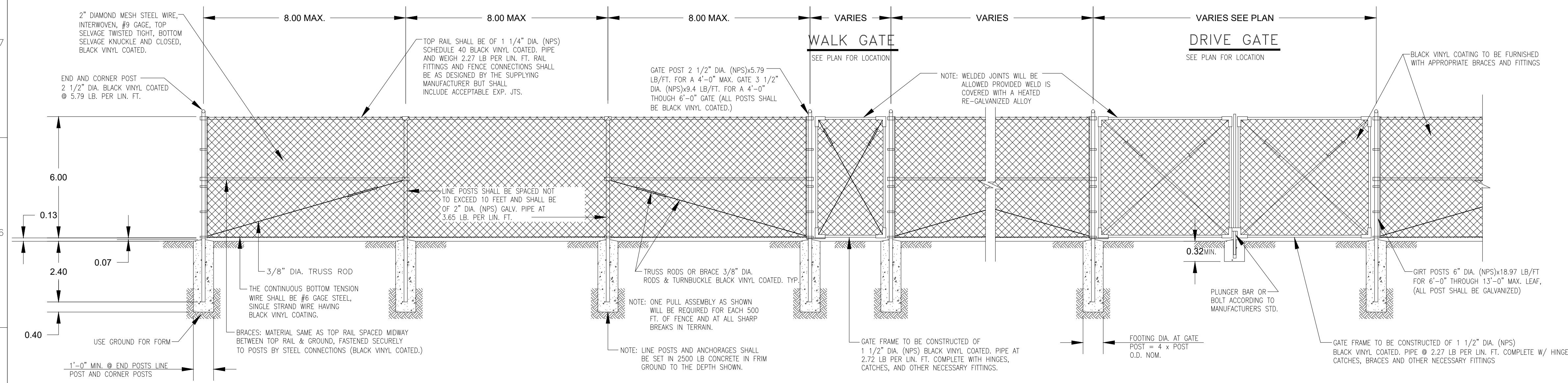
NORTH CAROLINA ARCHITECTURAL FIRM REG. No. 50757
NORTH CAROLINA ENGINEERING FIRM LICENSE No. F-0287
JACOBS' PROJECT No. 227HGR03

SUBJECT:
BUILDING 000 - SITE
UTILITY PLAN
SHEET 3

SCALE @ ANSI D:
1" = 50'

DRAWING NO:
A000-C1000123

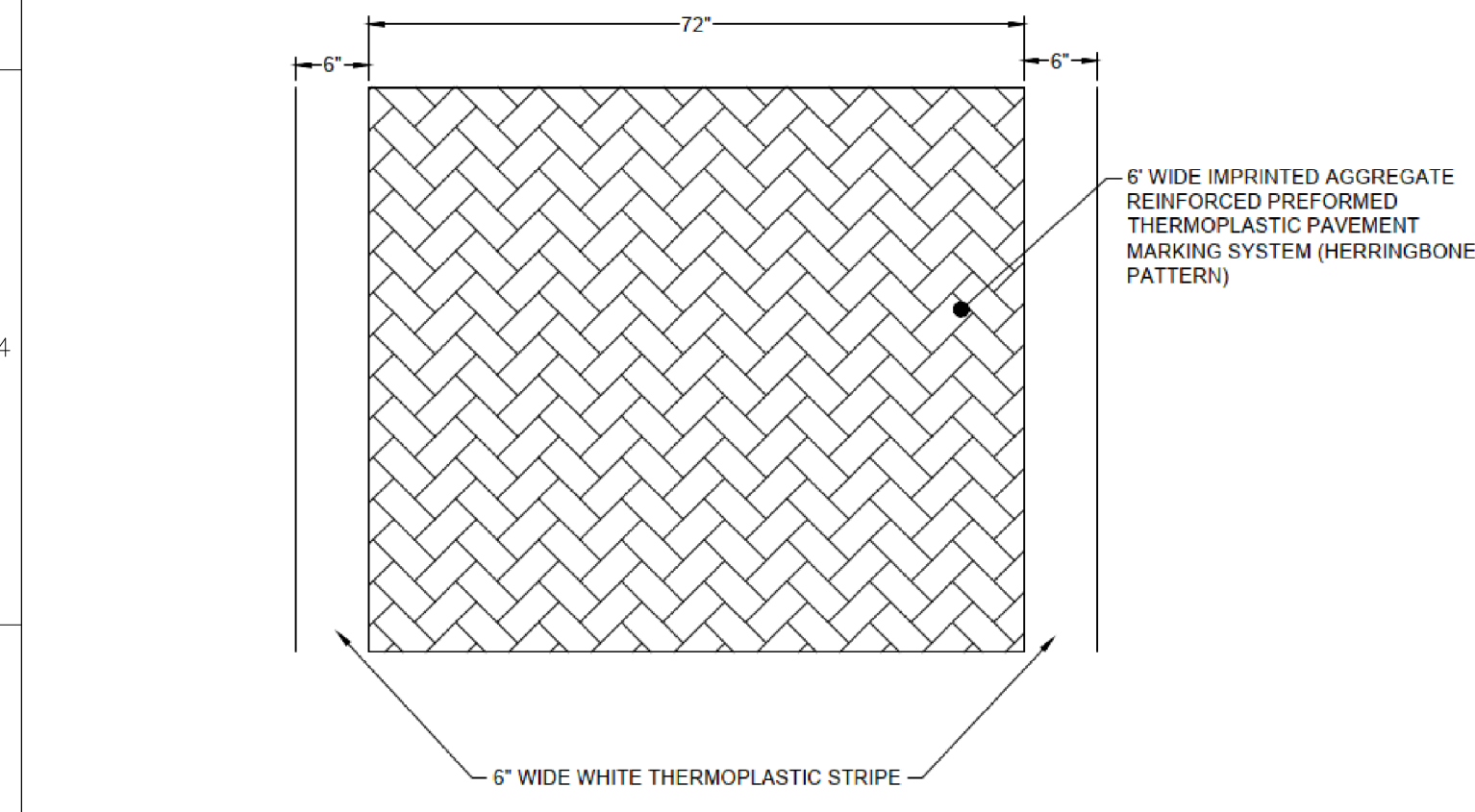
REV:
D



1

TYPICAL CHAIN LINK FENCE WITH BLACK VINYL COATING

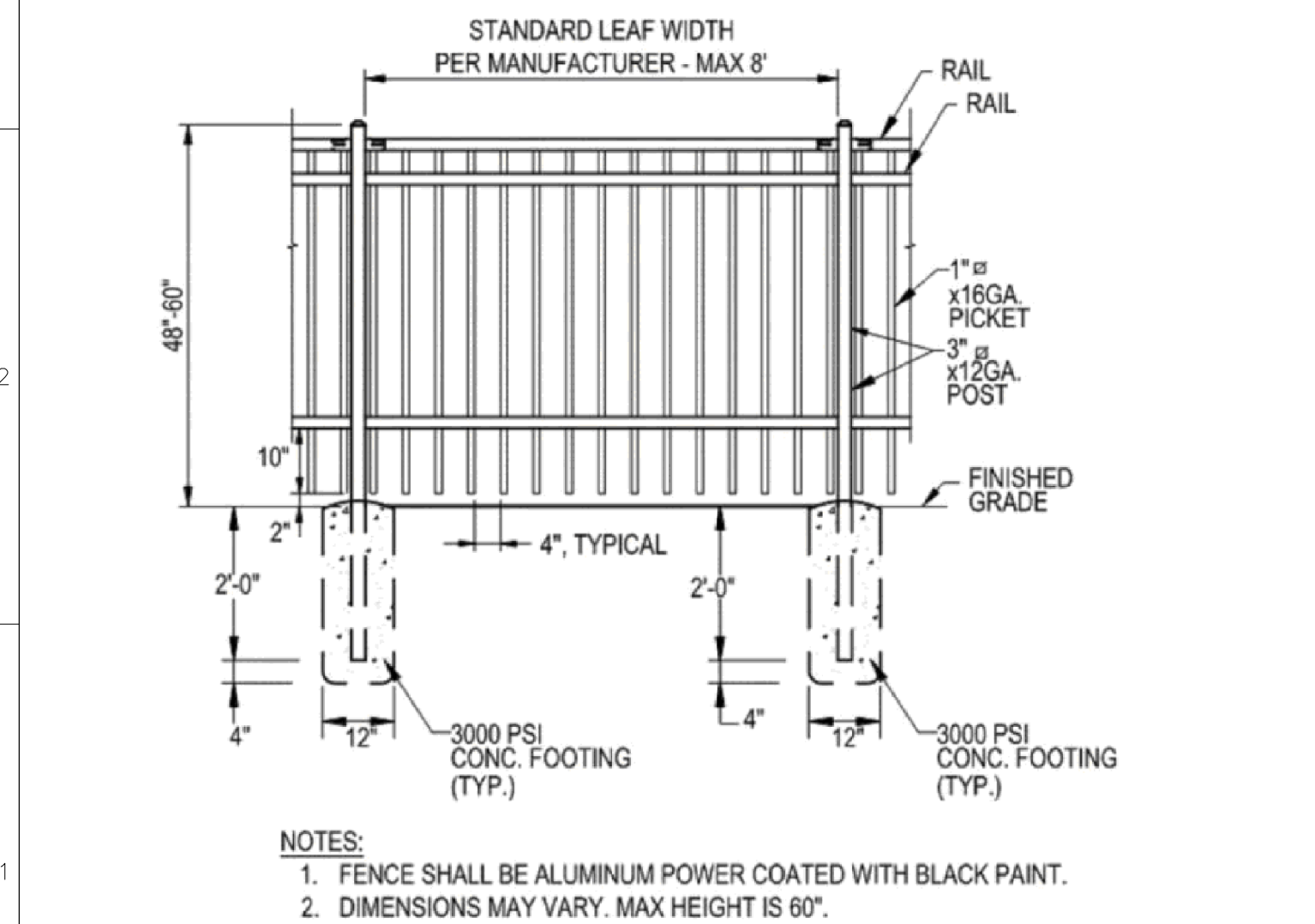
N.T.S.



2

DECORATIVE IDENTIFIABLE PEDESTRIAN CROSSWALK TREATMENT

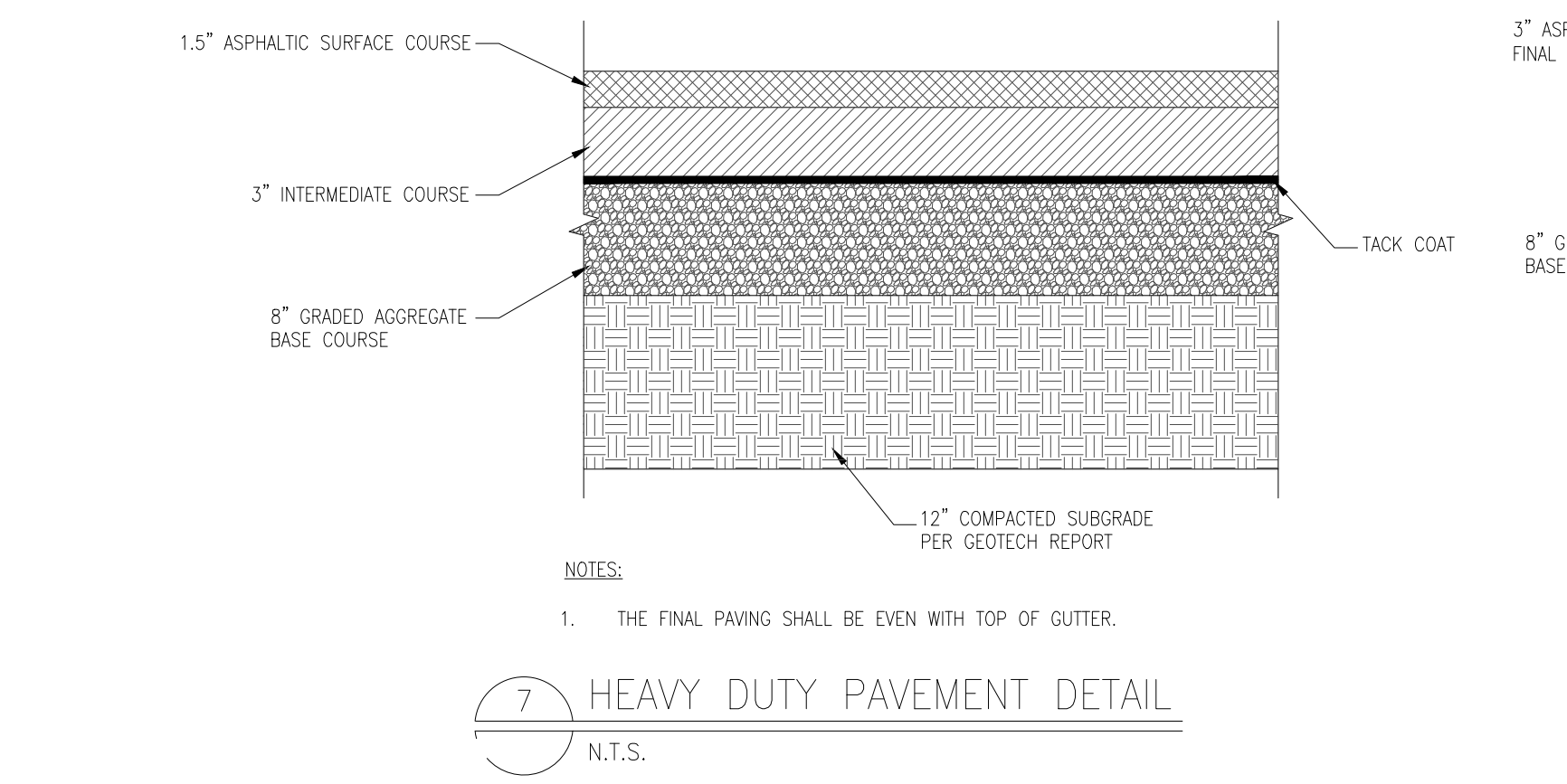
N.T.S.



3

TYPICAL DECORATIVE FENCE

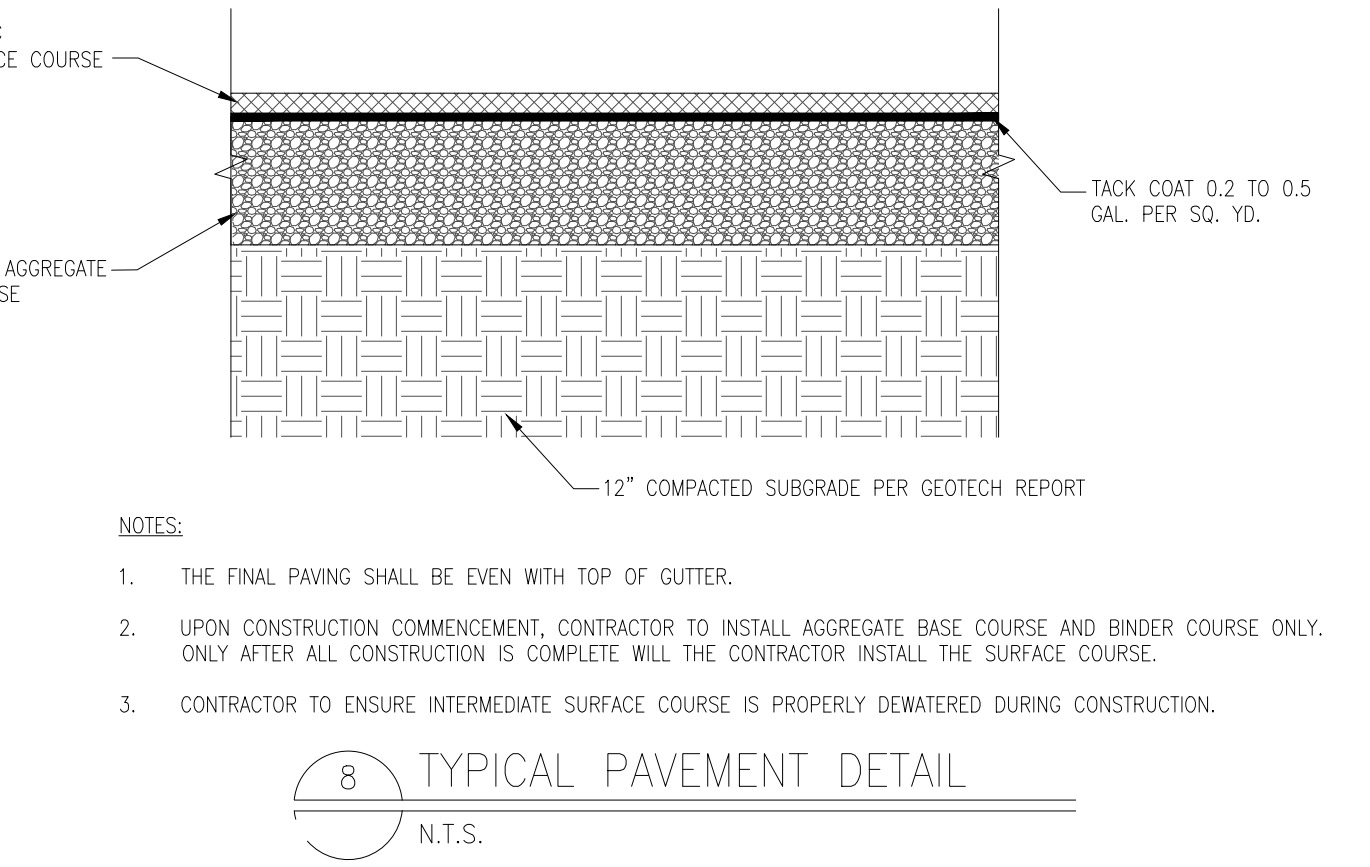
N.T.S.



7

HEAVY DUTY PAVEMENT DETAIL

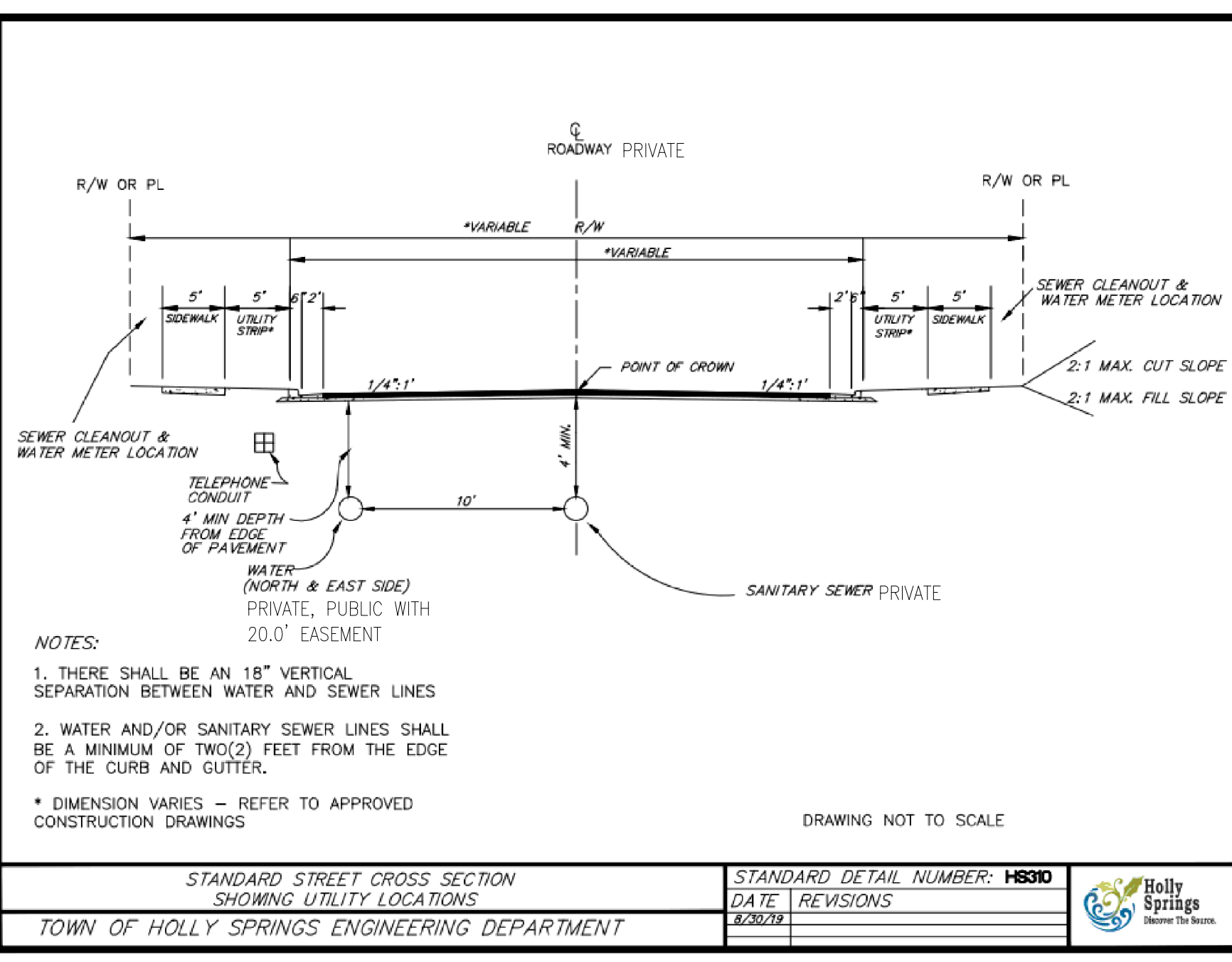
N.T.S.



8

TYPICAL PAVEMENT DETAIL

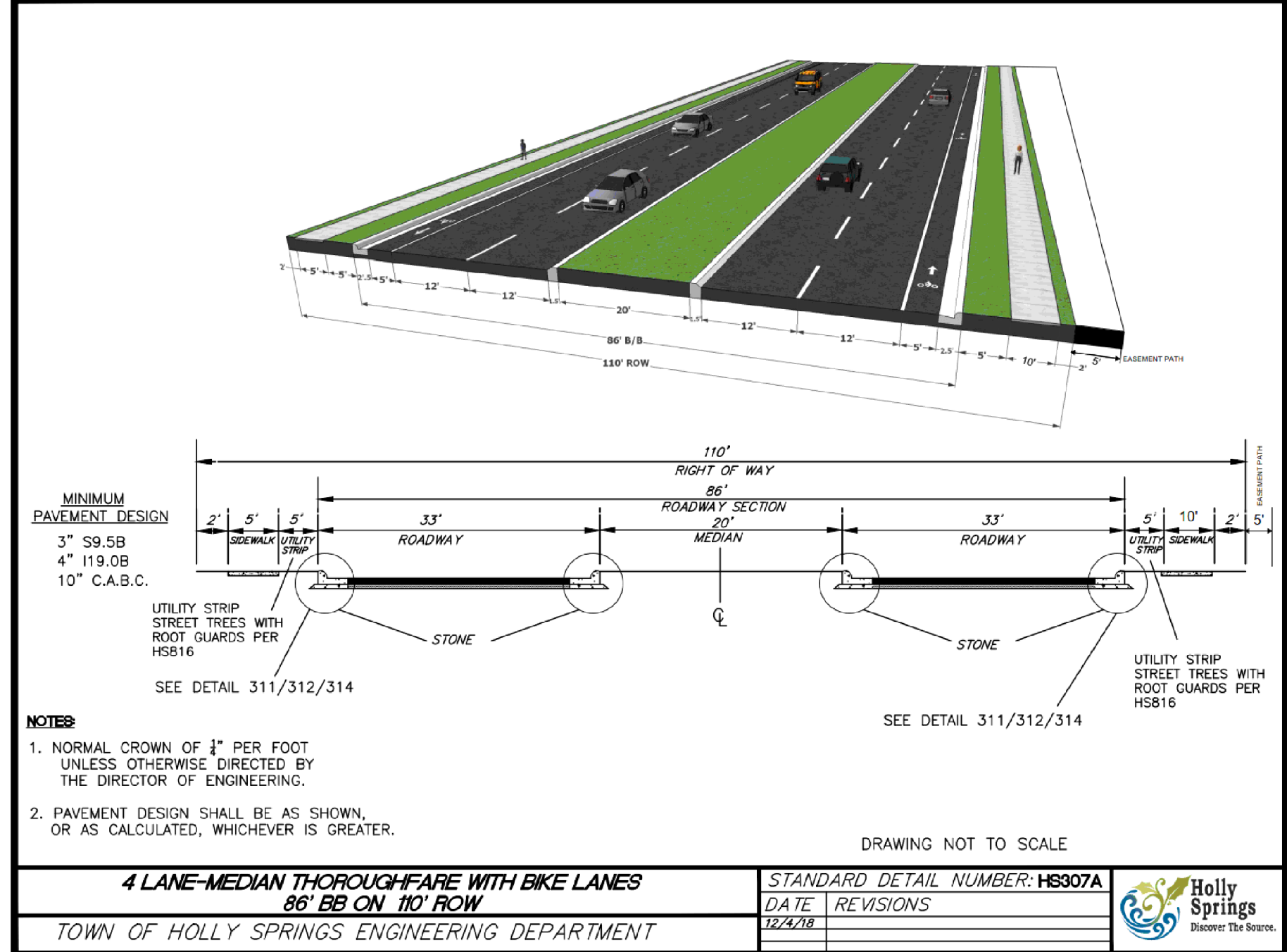
N.T.S.



4

STANDARD STREET CROSS SECTION SHOWING UTILITY LOCATIONS

N.T.S.



5

4 LANE MEDIAN THOROUGHFARE WITH BIKE LANES

N.T.S.



Note: To be mounted on 25' poles in parking/drive areas and 14' poles for pedestrian walkways.

site lighting fixture

6

TYPICAL SITE LIGHTING

N.T.S.

- GENERAL NOTES:
- THIS SUBDIVISION IS IN THE TRIASSIC BASIN. ALL ROADWAYS WILL BE REQUIRED TO MEET ALL SPECIAL DESIGN REQUIREMENTS AS OUTLINED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SECTION 3.02J.
 - THE PAVEMENT DESIGN WILL REQUIRE NCDOT APPROVAL. THE MOST RESTRICTIVE CROSS-SECTION BETWEEN THE MINIMUM DESIGN, CALCULATED PAVEMENT DESIGN, TRIASSIC DESIGN, AND NCDOT DESIGN WILL APPLY.

C	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	05NOV21
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A	ISSUE FOR PERMIT	JR	RA	JG	JM	DP	09SEP21
REV	DESCRIPTION	DRN	CHK	APP	PROJ APP	CLIENT APP	DATE

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Cincinnati, Ohio 45241 — U.S.A.
Phone: +1 513 595 7500

FOR PROJECT NO:

P20200048

SUBJECT:

BUILDING 000 — SITE
SITE DETAILS

SCALE @ ANSI D:

N/A

DRAWING NO:

A000-C7000131

REV:

C

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Holly Springs, NC 27540
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05 NOV. 2021

NORTH CAROLINA
PROFESSIONAL
ENGINEER
JACOB E. GOLLINGS
029561

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Cincinnati, Ohio 45241 — U.S.A.
Phone: +1 513 595 7500

NORTH CAROLINA ARCHITECTURAL FIRM REG. No. 50757
NORTH CAROLINA ENGINEERING FIRM LICENSE No. F-0287
JACOBS' PROJECT No. 22PHGR03

PREPARED BY/RETURN TO: JOHN SCHIFANO (WITHOUT TITLE EXAM) PO BOX 8 HOLLY SPRINGS

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE
CONSTRUCTION AND FEE REIMBURSEMENT
(N.C. GEN. STAT. § 160D-1001, *et seq.*)**

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

And

FUJIFILM DIOSYNTH BIOTECHNOLOGIES U.S.A., INC

THIS AGREEMENT, made and entered into this _____ day of December, 2021, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the “Town” and **FUJIFILM DIOSYNTH BIOTECHNOLOGIES U.S.A., INC, a North Carolina Limited Liability Company**, and its successors and assigns, hereafter referred to collectively as the “Developer.” The Town and the Developer are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Developer is the fee simple owner or contract purchaser of several tracts of land held in common for development, the total of which are exceeding 25 acres in size, which are shown in Exhibit A, attached hereto and incorporated herein by reference (the “Property”), and the Developer, or its successors or assigns, will be requesting approval of a development plan for these tracts for a mixed use commercial development, in a manner consistent with the sketch plans prepared by the Developer attached hereto as Exhibit B and the terms of this agreement; and,

WHEREAS, the Property is currently located within the corporate limits of the Town, but is not currently served by town sewer service, and a significant capital expenditure would be required to extend sewer service to the Property; and,

WHEREAS, the Developer desires careful integration between public and private capital facilities planning, financing and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remain stable throughout the extended period of development; and,

WHEREAS, it is beneficial to both the Town and Developer to construct certain on-site and off-site infrastructure improvements relative to the Project to enable the safe and responsible treatment of wastewater by the Town and to provide potable drinking water to the ultimate users of the Property, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § ~~160A-372~~160D-803 and its Unified Development Ordinance, the dedication and construction of streets and rights of way and other infrastructure and for the distribution of population and traffic in such a manner that it will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare; and,

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. § ~~160A-372~~160D-801 which provides for the orderly control of growth and development in the Town in general and on the Developer's parcel; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S. § 160A-311 *et. seq.* to operate and does in fact operate a water and sewer treatment enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget; and,

WHEREAS, the Town is authorized to enter into this contract pursuant to N.C.G.S. §§ 160A-16, 160D-1001 *et seq.* and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. A public hearing on this Agreement was held on December 7, 2021 and after consideration of the facts brought forth during the hearing, together with the promises and inducements contained herein, Town Council of Holly Springs has determined that it is in the best interests of its citizens to enter into this Agreement.

WHEREAS, the Town considers the Project favorable to the Town because of the construction of a significant amount of non-residential uses, which is in keeping with the Town's strategic planning initiative. Further, the Developer has agreed to incorporate several needed public infrastructure improvements ("Public Improvements," as described below) in the vicinity of the Property which will serve the Development, other adjoining properties, and generally benefit the town as a whole; and,

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

ARTICLE I

1. **Definitions:** The terms below shall have the following meanings as used herein:
 - a. Actual Costs: The amount of true costs actually incurred for construction of a certain project described herein upon final completion and approved by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of any administrative costs (i.e., profit and overhead) of the Developer, or any project construction contingency. Any such costs which herein after are agreed to be reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. The Developer's right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon the Developer first receiving from the Town advance written consent to the expected cost of an applicable transaction before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.
 - b. Development: Generally defined as the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. "Development," as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Specifically, in this Agreement, the term "Development" refers to the construction by the Developer of all building activities associated with the Concept Plans.
 - c. Development Permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the development of property.
 - d. Land Development Regulations: Ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances, including but not limited the Town of Holly Springs Unified Development Ordinance ("UDO").
 - e. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of property, and includes laws governing permitted uses of the property, density, design, and improvements.
 - f. Master Plan: The plan described in Section 3.01 of the Town's Development Procedures Manual.

- g. NCDOT: the North Carolina Department of Transportation.
- h. Offsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, and other Town-owned equipment or facilities not located on the Developer's site.
- i. Person: An individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, State agency, or any legal entity.
- j. Concept Plans: The plans described in Section 1.01 of the Town's Development Procedures Manual; Concept Plan as used in this Agreement refers to the sketch plans for the Development previously submitted by Developer to the Town and attached hereto as Exhibit B.
- k. Public Infrastructure: The public sanitary sewer gravity line, all potable waterlines and other Town-owned equipment or facilities.
- l. Public Benefit: The construction and dedication of the Public Infrastructure by the Town or Developer which is directly related to the increase in non residential uses of land and employment which furthers the Town's strategic planning efforts, and the additional financial revenue of the Town brought by the incremental ad valorem tax value of the Property.
- m. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements or structures customarily regarded as a part of real property.
- n. Project: The Developer's plan to develop the Property in the manner described in Concept Plans, the EDA (as defined below), and as approved by the Town Council of Holly Springs through its normal development process.

ARTICLE II DESCRIPTION OF DEVELOPMENT AGREEMENT

1. **SCOPE**: The legal description of the Property subject to this agreement and the names of its legal and equitable property owners are contained in Exhibit A.
2. **TERM**: The duration of the agreement is for ten (10) years. The parties are not precluded from entering into subsequent development agreements that may extend the original duration period.
3. **DEVELOPMENT PERMITTED USES**: The development uses permitted on the Property and the location of those uses are shown on the Concept Plans.
 - a. The Concept Plans indicate a Project, which generally consists of

development of the Property in a manner consistent with the Economic Development Agreement between the parties dated April 6, 2021 (the “EDA”).

b. The Developer shall be entitled to develop the Property to contain an increased maximum building height of 82 feet (as opposed to the maximum allowed height of 75 feet as contained in UDO section 4.02(B)(4)). This exemption shall be permanent and run with the land, so long as the construction has been completed during the Term of this agreement.

c. The Developer, for development of the Property, is exempt from the ~~building primary façade materials, massing, and treatment and other façade~~ Architectural and Site Design Requirements contained in UDO section 4.5(B)(2). This exemption shall be permanent and run with the land, so long as the construction has been completed during the Term of this agreement.

d. The Developer, for development of the Property, is exempt from the Development Standards for Accessory Uses pertaining to Trash/Recycling containers contained in UDO section 4.4 (A) (3) (b) when such containers are located greater than 100 feet from a property line. This exemption shall be permanent and run with the land, so long as the construction has been completed during the Term of this agreement.

e. Notwithstanding the waivers of the foregoing provisions, the Developer may select any regulation contained in either version of the UDO that currently exist, or any subsequently amended sections of the UDO during the course of Development of the Property in order to effectuate the purposes set forth in the EDA.

~~ef. Prior to the issuance of a certificate of occupancy by the Town, the Developer shall have constructed a pedestrian greenway in a location acceptable to the Town.~~

4. SEWER CONSTRUCTION AND ACCESS: The Town and Developer agree that the most efficient method of sewer access is through the installation of certain new gravity line and upgrades to the existing pump station currently being installed, as described in the EDA. In addition to the foregoing, Developer hereby agrees to dedicate a new easement to the Town for an additional 30 foot wide sanitary sewer force main along the western perimeter of the Property (known as the “Friendship Forcemain”). Subsequent to the construction of this new force main by the Town, the Town shall allow the Developer to place a fence within the new easement area so long as the Town has access in the event of an emergency repair. The Town shall allow shallow root planting of planting material within the eastern-most 5 feet of this easement to assist in buffering the Developer’s property. The easement shall be generally as shown in Exhibit B.

5. TRANSPORTATION IMPROVEMENTS: The Transportation improvement shall remain unchanged as described in the EDA.

7. RESERVATION OF LAND: ~~There are no public reservations of land associated with the Project. The Developer shall dedicate greenways to the Town in a manner consistent with the Town's greenway plan which is shown on Exhibit C, in a final location to be determined by the Developer. The parties understand that such greenway easements shall overlap the Town's current and future sanitary sewer easements. The Developer shall use its best efforts to assist the Town with construction of any greenway trails or facilities, which shall include assisting the Town with obtaining any county or state grant funding for the construction.~~

8. REQUIRED PERMITS: As described in the EDA

a. Developer shall secure all construction drawing approval, erosion and sedimentation control, grading approval, and building permits as necessary under the land development regulations in existence of the time of such permit application. Town shall aid Developer in securing all encroachment permits as required by the NCDOT, the North Carolina Department of Environmental Quality, or other state or federal agencies, as required for roads, sewer, and water. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions.

9. TERMS REQUIRED FOR PUBLIC SAFETY: Description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town for the public health, safety, or welfare of its citizens.

a. All zoning conditions shall be satisfied.

10. HISTORIC STRUCTURES: Description of any provisions for the preservation and restoration of historic structures.

a. None

ARTICLE III DEVELOPER'S DUTIES

1. Developer shall comply with all terms set forth in the EDA not inconsistent with any provision of this Agreement.

2. The Developer shall construct in a workmanlike manner the Onsite Public Infrastructure according to the design specifications and criteria of the Town which are existing at the time of this agreement, as well as full compliance with any NCDENR requirements. Said

infrastructure, together with any and all appurtenances, easements, and equipment associated with the project required for public dedication shall be dedicated to the Town in a manner consistent with the development plan and in a manner in accordance with the Town's standards.

3. The Developer shall construct the public infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town which are in effect at the time of this Agreement.

ARTICLE V GENERAL TERMS

1. All of the Developer's obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon the Town's approval of the Developer's petition for rezoning, petition for annexation, and approval of the Master Plan.

2. All reimbursements, if any, for this project shall be provided on the basis of final documented Actual Costs, as approved by the Director of Engineering, in accordance with this agreement. Any opinions of project cost included in this agreement are based upon preliminary designs and are approximate.

3. The Developer shall be responsible for the complete design and construction of each project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure complete-in-place, fully functional projects built and operational in accordance with Town and State standards and approved plans for the project. The costs of all of these items shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein

4. All fees, charges and payments related to the actual construction of each project shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as set forth herein.

5. In the course of installing the sewer line or any other work on easements obtained by the Town and under the Town's ownership, the Developer shall operate under permission to encroach onto a Town easement and shall hold the Town harmless.

6. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly out of the entry onto and performance of work on the easements of the Town. The Developer further agrees to investigate, handle, provide defense for and respond

to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

7. The Town agrees to protect, defend, indemnify and hold the Developer and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties in connection with or arising from the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or willful misconduct of the Developer, or its agents, employees or contractors, or any third party. The Town further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

8. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

9. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

10. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

11. The Town shall secure all necessary easements for the infrastructure projects that are the subject of this Agreement.

1. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Offsite Infrastructure. This Agreement shall not modify the warranty and acceptance procedures established by the Town through the Engineering Standards in place at the time of this agreement. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

2. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

3. This development agreement does not provide for the application of subsequently enacted Laws, ordinances, development policies, practices, procedures or standards. The Laws,

ordinances, development policies, practices, procedures and standards applicable to the development of the Project are those in force at the time of the execution of this Agreement, in the manner prescribed by Holly Springs Ordinance 14-164.

4. Notices under this agreement shall be to the following:

FOR THE TOWN:

FOR THE DEVELOPER:

Randy J. Harrington
Town Manager
PO Box 8
Holly Springs, NC 27540
Reference:

5. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina. The Parties consent to the jurisdiction of Superior Court Division of the General Court of Justice located in Wake County, North Carolina in the event a dispute arises between them regarding the terms of this Agreement.

6. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

7. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

8. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

9. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: Map of the Property

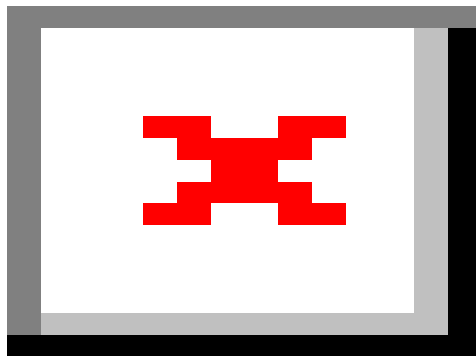


EXHIBIT B: Preliminary Sketch of New Force Main Easement

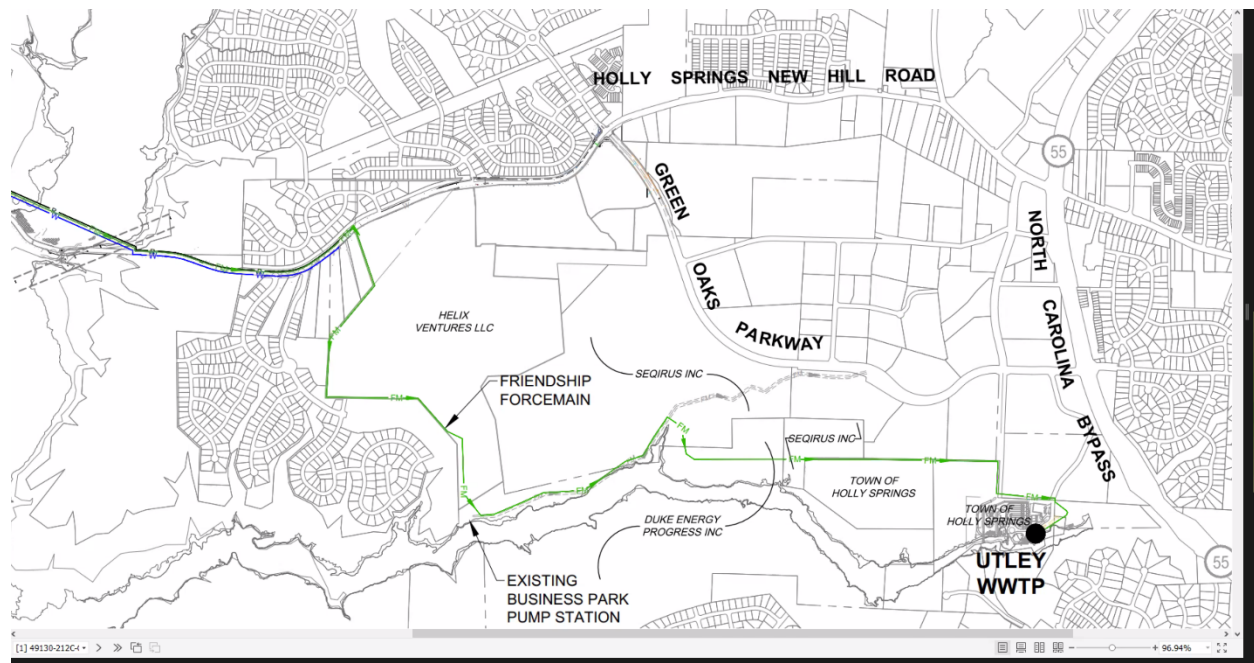
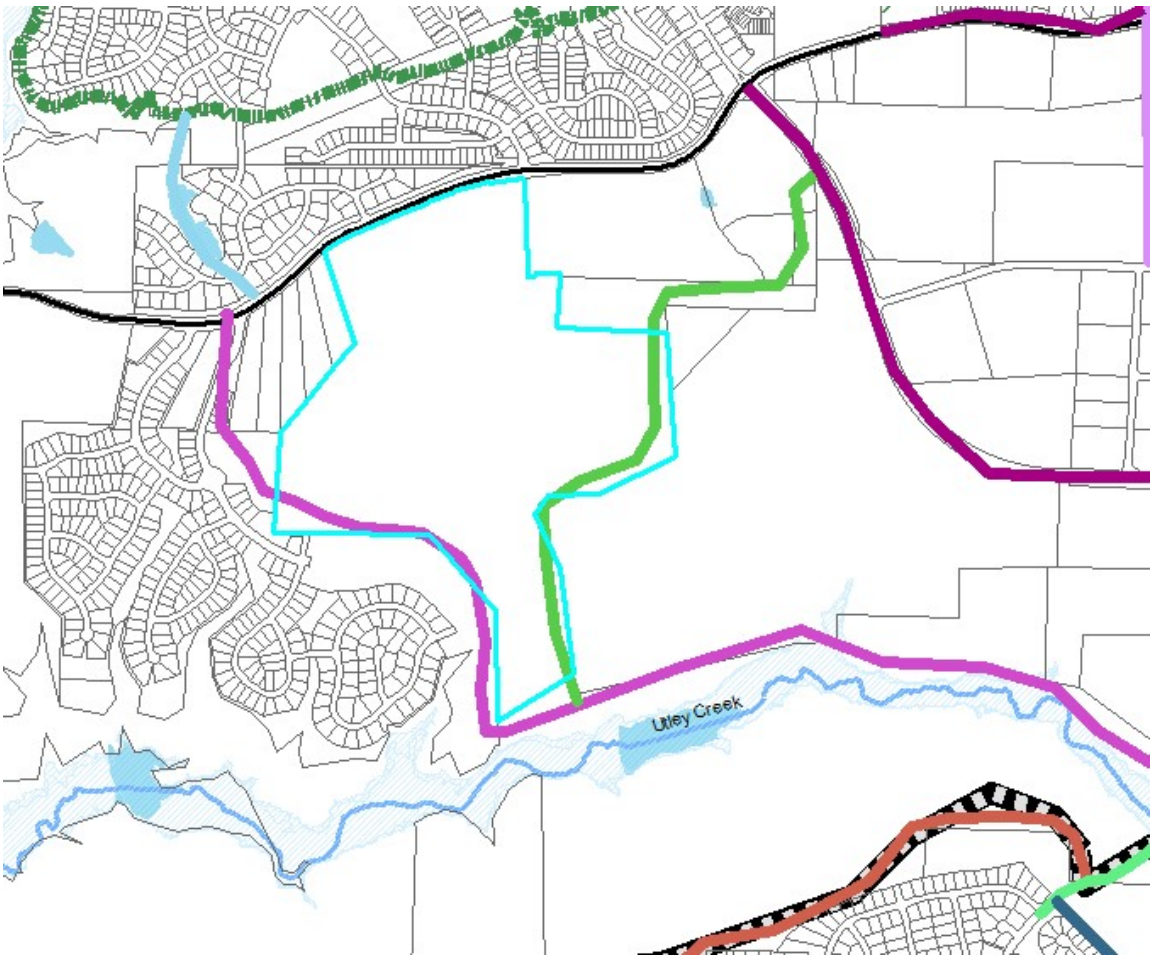


EXHIBIT C: Town's Greenway Plan



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF HOLLY SPRINGS

(Town Seal)

BY: _____
Randy J. Harrington, Town Manager

ATTEST:

Linda McKinney, Town Clerk
Kathy White, Deputy Town Clerk

This document is sufficient as to form.

John P. Schifano, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

Antwan Morrison
Interim Finance Director

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Town Clerk/Deputy Town Clerk of the Town of Holly Springs, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ____ day of _____

Notary Public

My Commission Expires: _____

FUJIFILM DIOSYNTH BIOTECHNOLOGIES U.S.A., INC

(Seal) By: _____
Name: _____
Title: _____

I, a Notary Public, certify that _____, personally came before me this day and acknowledged that she is the _____, a North Carolina limited liability company, and that she, as such officer, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and official stamp (or seal), this the ____ day of December, 2021

Notary Public

_____, Notary Public
Typed/Printed Name

[Official Seal]

My Commission expires: _____

EXHIBIT A

Map of Property



General

PIN	0639720552
REID	0437898
City	Holly Springs
Jurisdiction	Holly Springs
Township	Holly Springs
Map Name	0639 04
Land Class	Acres Greater Than 10 With House

Owner

FUJIFILM DIOSYNTH BIOTECHNOLOGIES USA/ INC
101 J MORRIS COMMONS LN
MORRISVILLE NC 27560-0287

Valuation

Building Value	\$3,039
Land Value	\$15,422,331
Total Value	\$15,425,370
Billing Class	Business

Last Sale

Date Sold	
Sale Price	--

Deeds

Book	018600
Page	01837
Deed Date	7/15/2021
Deed Acres	147.52
Property Description	LO1 TRUSTWELL GROU RCMB BM2021 -01170

Exhibit B
New Forcemain Easement Location

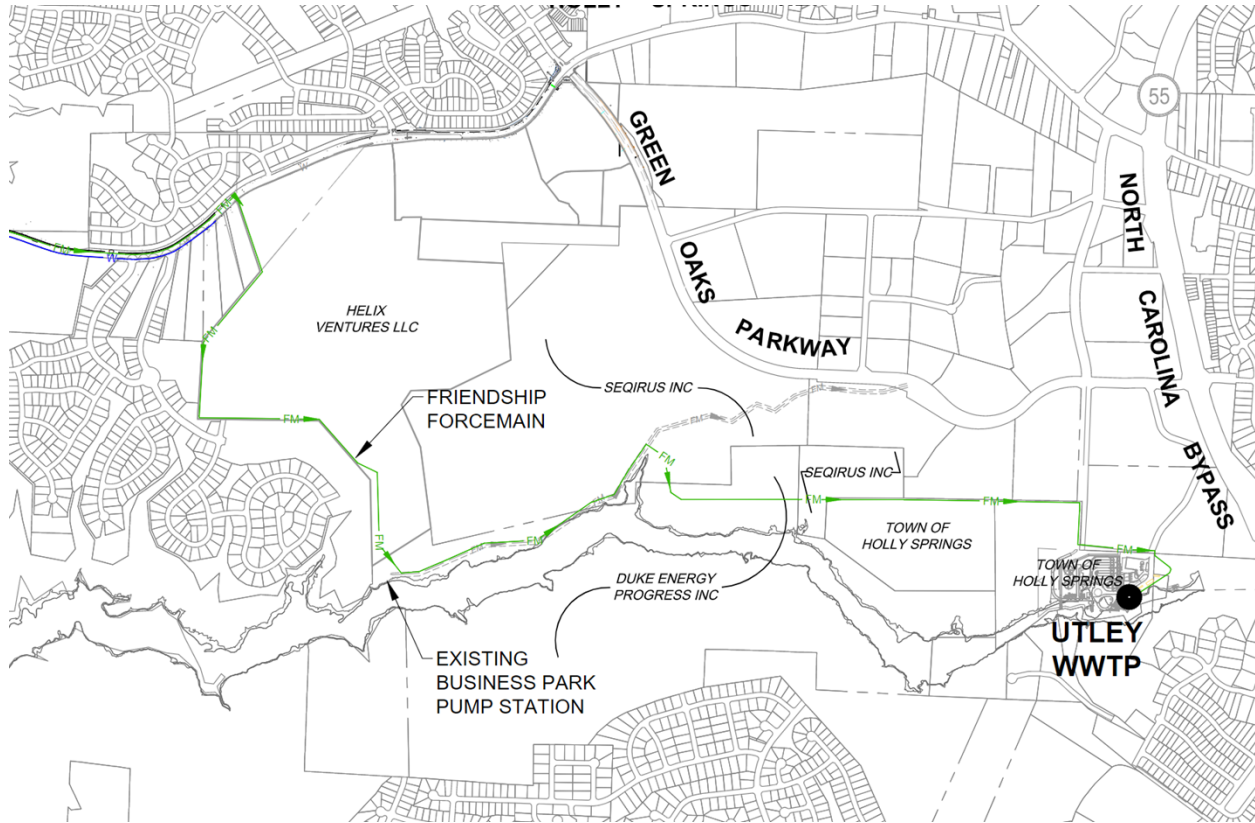


Exhibit C
Zoning Conditions

Exhibit D
Zoning Conditions



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Organizational Meeting

Title: Recognize outgoing Mayor Sears, and outgoing Council members Christine Kelly and Pete Villadsen.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Mayor Sears, Council member Kelly, and Council member Villadsen will be recognized for their public service.

Explanation:

- Terms for Mayor Sears, Council member Kelly, and Council member Villadsen expire at the first meeting in December.
- Mayor Sears was first elected in 2001 and is the longest-serving Mayor in Holly Springs history.
- Council member Kelly was elected in 2017.
- Council member Villadsen was appointed in January of 2017 to fill the remainder of an unexpired term, and was then elected in 2017.

Background:

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Organizational Meeting

Title: Oaths of Office for Mayor-elect Sean Mayefskie and Council members-elect Kristi Bennett, Dan Berry, and Timothy Forrest

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

- The Oath of Office for the Mayor will be administered by Associate Justice Tamara Barringer.
- The Oaths of Office for the council members will be administered by the Town Clerk.

Explanation:

- Mayor-elect Sean Mayefski will take the Oath of Office.
- Council members-elect Kristi Bennett, Dan Berry, and Timothy Forreset will take the Oath of Office

Background:

- The Holly Springs Town Council holds an organizational meeting at the first regular meeting in December following a municipal election.
- During the Organizational Meeting the newly-elected officials (including any reelected incumbents) are administered the oath of office.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Organizational Meeting

Title: Election of Mayor Pro Tempore

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

- Nominations will be taken from the Council.
- Elect ____ as Mayor Pro Tempore for the term 2021 - 2023

Explanation:

- The Mayor Pro Tempore (Mayor Pro Tem) role is elected by the Council.
- Once a Council member is elected mayor pro team, he or she retains their vote, even if serving as chair in the Mayor's absence.

Background:

- NC General Statute 160A-70 requires a local governing board to elect a Mayor Pro Tempore at its organizational meeting.
- The Mayor Pro Tem shall act as mayor during the absence of the Mayor.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Organizational Meeting

Title: Appoint Holly Springs representatives to area boards, committees, and task forces

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Appoint representatives to each of the following organizations / committees.

Explanation:

- A description of the organizations/committees is attached.
- Terms expire at the next Organizational Meeting.
- Mayor-elect Mayefskie's proposed representatives are as follows:

Committee or Board	Representative	Alternate
Triangle J Council of Governments Board Member	Tim Forrest	Aaron Wolff
Transportation Advisory Committee of CAMPO	Shaun McGrath	Sean Mayefskie
Holly Springs Parks and Recreation Advisory Committee	Kristi Bennett	Tim Forrest
Holly Springs Technical Review Committee	Dan Berry	Kristi Bennett
Holly Springs Tree Advisory Committee	Aaron Wolff	Kristi Bennett
Legislative Action Committee	Dan Berry & Aaron Wolff	
Nonprofit Grants Committee	Dan Berry & Aaron Wolff	
Landfill Working Group	Shaun McGrath & Aaron Wolff	

Background:

- At the Organizational Meeting, the Holly Springs Town Council appoints and/or reappoints

Town Council Business Meeting
December 7, 2021

governing body representatives of Holly Springs to various boards, commissions, committees and task forces.

Funding Source(s):

N/A

Attachment(s):

1. 2021 Organizational Meeting - Apt of Representatives - description of groups (1)

Triangle J Council of Governments

The Triangle J Council of Governments is a voluntary organization of municipal and county governments in North Carolina's Region J (Chatham, Durham, Johnston, Lee, Moore, Orange and Wake counties). It is one of 18 regional councils established in 1972 by the General Assembly.

The organization works to meet the region's needs in a wide range of areas, from land-use planning, economic development and emergency medical services support to environmental protection, programs for the aging and information services. The staff also provides a number of services to the member governments, including mapping and geographic information services, web page design and maintenance, drug and alcohol testing, and cable television regulation and franchising assistance.

The Triangle J Council of Governments' governing board of delegates consists of one delegate from each member governmental unit. Each local government selects a delegate and an alternate delegate from the elected members of its governing body.

Transportation Advisory Committee (TAC) of CAMPO

In 1993, the Town of Holly Springs entered into a Memorandum of Understanding to participate in the Capital Area Metropolitan Planning Organization Transportation Advisory Committee. The purpose and goals of the TAC are:

- To develop and direct a continuing, comprehensive transportation planning process carried on cooperatively by the State and local communities in concurrence with Federal guidelines.
- To advise the policy boards within the Capital Area Metropolitan Planning Organization on the status of needs identified through the continuing transportation planning process.
- To facilitate coordination and communication between policy boards and agencies represented on the TAC and the Technical Coordinating Committee (TCC).
- To facilitate coordination between the policy boards of the Capital Area Metropolitan Planning Organization and the North Carolina Board of Transportation.
- To assist the general public in understanding decisions and policies of the policy boards.
- To act as a forum for cooperative decision-making by elected officials of this metropolitan area in cooperation with the State, thereby serving as the basis for a cooperative planning process.

As specified in the Memorandum of Understanding (Agreement No.12-16-93), the Transportation Advisory Committee shall include as voting members: one member each from the Apex Town Board of Commissioners; the Cary Town Council; the Fuquay-Varina Town Board of Commissioners; the Garner Town Board of Aldermen; the Holly Springs Town Council; the Knightdale Town Council; the Morrisville Town Board of Commissioners; the Raleigh City Council; the Rolesville Town Board of Commissioners; the Wake Forest Town Board of Commissioners; the Wendell Town Board of Commissioners; the Zebulon Town Board of Commissioners; the Wake County Board of Commissioners; and the North Carolina Board of Transportation.

A representative of the U. S. Department of Transportation - Federal Highway Administration will serve as an advisory, non-voting member of the Transportation Advisory Committee.

The Town Council appoints a member and an alternate.

Parks and Recreation Advisory Committee

The Parks and Recreation Advisory Committee is made up of nine members. This committee meets at 7:00 p.m. the second Thursday of each month in Town Hall. The meetings are open to the public. The Committee serves as an advisory committee to the Town and to the Parks & Recreation Department on

relevant issues. The board also serves as a liaison between the Town and the citizens of Holly Springs and the surrounding area.

The Parks and Recreation Advisory Committee has, as an ex-officio non-voting member, a representative of the Holly Springs Town Council. Members are appointed, on a rotating schedule, each June to three-year terms by the Town Council. If a seat is vacated, a new member will be appointed to fill the remaining term of the vacating member. The Town Council ex-officio member is appointed by the Town Council in odd-numbered years on the evening of the organizational meeting after the newly-elected Town Council is seated.

Technical Review Committee

The Technical Review Committee (TRC) is comprised of the town manager, assistant town managers, director of planning & zoning, director of economic development, director of engineering, director of parks & recreation, a representative and alternate from the Town Council and a representative and alternate from the Planning Board. The TRC is responsible for the review and determination of approval or denial of non-gateway, non-residential projects. The TRC also aids in the review of proposed applications or petitions for development, and reviews and makes recommendations to Town Council on special studies and plans.

Staff members on the TRC have standing appointments with terms that do not expire. Town Council representatives on the TRC are appointed by the Town Council in odd-numbered years on the evening of the organizational meeting after the newly-elected Town Council is seated. Planning Board representatives on the TRC are appointed by the Planning Board each year at their annual organizational meeting in March. The TRC meets at 3:00 pm on the first Tuesday of the month, as needed.

Tree Advisory Committee

The Tree Advisory Committee is made up of 5 members who must reside within the Town Limits. However, at the Town Council's discretion, one member may live in the Extraterritorial Jurisdiction. This committee meets at 6:00 PM, the second Monday of every other month in the odd numbered months at Town Hall. The Committee has created subcommittees that meet at 6:00 pm the second Monday of every other month, on the even numbered months at the W. E. Hunt Recreation Center. The Committee serves to provide guidance and feedback to the Town Council to maintain Holly Springs in good standing with Tree City USA standards, planning an annual Arbor Day event, public information initiatives helping residents understand the importance and need for tree preservation and maintenance, and other matters involving urban forestry in the Town of Holly Springs.

Regular members are appointed by the Town Council, on a rotating schedule each June to three-year terms which begin in July. If a seat is vacated, a new member will be appointed to fill the remaining term of the vacating member. The Tree Advisory Committee may have, as ex-officio non-voting members as follows: a junior/young adult member, a representative of the Holly Springs Town Council, a representative of the Planning Board and/or a member of the Parks & Recreation Advisory Committee. The Junior/Young Adult member may be appointed each year with the annual TAC member appointments. The Town Council ex-officio member may be appointed by the Town Council in odd-numbered years on the evening of the organizational meeting after the newly-elected Town Council is seated. The Planning Board and Parks & Recreation Advisory Committee members may be appointed at their respective organizational meetings.

Legislative Action Committee

A committee consisting of two Council members that meets on an as needed basis to evaluate upcoming state or federal legislation that could affect Holly Springs, and bring recommendations back to the full Council on action to be taken.

Civic Nonprofit Grants Sub-Committee

A committee consisting of two Councilmembers who will evaluate grant applications based on criteria scoring provided by Town staff. This committee will provide funding recommendations for applicants to be approved by Town Council. In each term this committee will be appointed by the Council during each organizational meeting following a municipal election, and the term of the committee members will run for two years. Meetings are at the convenience of the Committee, but must be publicized, per the Open Meetings law.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Organizational Meeting

Title: Adopt Calendar Year 2022 Town Council Meeting Schedule

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Adopt Calendar Year 2022 meeting schedule

Explanation:

- An official calendar of Council meetings is adopted by the Town Council and filed each year in the Town Clerk's office.
- The Town Council holds business meetings at 7 p.m. the first and third Tuesday of each month, and workshop meetings at 6:00 p.m. on the second Tuesday of each month.
- Council's adopted meeting calendar may be amended by Council's vote at any point during the year.

Background:

- By adopting an official schedule each calendar year, the Town Council also has the opportunity to consider in advance any conflicts the regular meeting schedule may have with events or holidays and make changes to times or dates accordingly.
- The recommended calendar reflects the following meeting cancellations:
 - First Tuesday meeting in July (July 5) due to the Independence Day holiday;
 - First Tuesday meeting in August (August 2) and the August workshop (August 9).

Funding Source(s):

N/A

Attachment(s):

1. 2022 TC Calendar of Meetings - draft

First Tuesday:

Council Regular meeting 7 p.m. in Town Hall Council Chambers.

Second Tuesday:

Council Work Session 6 p.m. in the Law Enforcement Center, Training Room..

Third Tuesday:

Council Regular meeting 7 p.m. in Town Hall Council Chambers.

	Jan. 4, 2022	7:00 p.m. Council Regular meeting
	Jan. 11, 2021	6:00 p.m. Council Workshop
	Jan. 18, 2022	7:00 p.m. Council Regular meeting
	Feb. 1, 2022	7:00 p.m. Council Regular meeting
	Feb. x-x, 2022	2022 Annual Retreat - TBD
	Feb. 8, 2022	6:00 p.m. Council Workshop
	Feb. 15, 2022	7:00 p.m. Council Regular meeting
	Mar. 1, 2022	7:00 p.m. Council Regular meeting
	Mar. 8, 2022	6:00 p.m. Council Workshop
	Mar. 15, 2022	7:00 p.m. Council Regular meeting
	Apr. 5, 2022	7:00 p.m. Council Regular meeting
	Apr. 12, 2022	6:00 p.m. Council Workshop
	Apr. 19, 2022	7:00 p.m. Council Regular meeting
	May 3, 2022	7:00 p.m. Council Regular meeting
	May 10, 2022	6:00 p.m. Council Workshop (budet presentation)
	May 17, 2022	7:00 p.m. Council Regular meeting (budget public hearing)

	May 24, 2022 ??	6:00 p.m. Council Budget Workshop at LEC
	June 7, 2022	7:00 p.m. Council Regular meeting
	June 14, 2022	6:00 p.m. Council Workshop
	June 21, 2022	7:00 p.m. Council Regular meeting
	July 12, 2022	6:00 p.m. Council Workshop
	July 19, 2022	7:00 p.m. Council Regular meeting
	Aug. 16, 2022	7:00 p.m. Council Regular meeting
	Sept. 6, 2022	7:00 p.m. Council Regular meeting
	Sept. 13, 2022	6:00 p.m. Council Workshop
	Sept. 20, 2022	7:00 p.m. Council Regular meeting
	Oct. 4, 2022	7:00 p.m. Council Regular meeting
	Oct. 11, 2022	6:00 p.m. Council Workshop
	Oct. 18, 2022	7:00 p.m. Council Regular meeting
	Nov. 1, 2022	7:00 p.m. Council Regular meeting
	Nov. 8, 2022	6:00 p.m. Council Workshop
	Nov. 15, 2022	7:00 p.m. Council Regular meeting
	Dec. 6, 2022	7:00 p.m. Council Regular meeting
	Dec. 13, 2022	6:00 p.m. Council Workshop
	Dec. 20, 2022	7:00 p.m. Council Regular meeting