



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of February 15, 2022 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. Black History Month Proclamation
6. Recognition of Snow Response Team

REQUESTS AND COMMUNICATIONS

7. Parks and Recreation Advisory Committee Annual Report
8. Zoning Reassignment Update
9. Secondary and Cumulative Impacts Master Mitigation Plan (SCIMMP) Update

CONSENT AGENDA

10. Approve the minutes of the February 1, 2022 Business meeting.
11. Budget Amendment Report
12. Approval of Sale of Surplus for Town Fleet Combo Truck and Chipper
13. Ting Stadium Structural and Drainage Capital Maintenance

PUBLIC HEARINGS

14. Norris Crossing Rezoning 20-REZ-04 - Legislative Public Hearing
15. Gallagher Brewery Special Exception Use 21-SEU-06 - Quasi-judicial Hearing

NEW BUSINESS

16. Arbor Creek/Middle Creek Greenway Construction Contract Approval
17. Condemn portion of right of way at 1000 South Main Street for Road Improvements.
18. 2022 Local, State, and Federal Legislative Agenda

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: Black History Month Proclamation

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

Staff Resource: Mayor Mayefskie

Action(s):

Proclaim February as Black History Month in Holly Springs

Explanation:

- The Town of Holly Springs is celebrating Black History Month with various activities including:
 - An interactive tour of places of special importance in town;
 - An article Celebrating Community Diversity in the February newsletter;
 - Concerts and movies at the Cultural Center.

Background:

- Black History Month was adopted under President Gerald Ford in 1976.
- The theme for Black History Month 2022 is Black Health and Wellbeing.
- Holly Springs desires to recognize and celebrate the history and contributions of black residents and leaders to the Town of Holly Springs.

Funding Source(s):

N/A

Attachment(s):

1. Black History Month

Town of Holly Springs



A Proclamation By The Mayor

Black History Month

WHEREAS, the Town of Holly Springs takes pride in recognizing February 2022 as Black History Month, celebrating the many notable contributions that people of African descent have made to our country; and

WHEREAS, we celebrate the diversity of Black people in Holly Springs, North Carolina, and the nation, whether they self-identify as African, African-American, AfroLatino, Afro-Caribbean, or Black; and

WHEREAS, we recognize this year's Black History Month theme of "Black Health and Wellness"; and

WHEREAS, we acknowledge systemic racism has led to African Americans being more likely to die at an early age from all causes, more commonly misdiagnosed, and impacted by health inequities throughout the health care system that have traumatized the Black community; and

WHEREAS, we now celebrate Black health and wellness, including the legacy of Black scholars, midwives, nurses, doctors, and practitioners of not only Western medicine, but all the other indigenous ways of promoting health; and

WHEREAS, we uplift our community leaders, Black business owners, professionals, and others who promote wellbeing and knowledge throughout the many facets of the Black community as part of our whole inclusive community; and

WHEREAS, today we celebrate and affirm the importance of Black Health and Wellness to our community, throughout our state and the nation; and,

WHEREAS, February was formally adopted as Black History Month in 1976 by President Gerald Ford;

NOW THEREFORE, I, Sean Mayefskie, Mayor of the Town of Holly Springs, North Carolina, do hereby proclaim February, 2022 as

Black History Month

in the Town of Holly Springs and call upon the people of Holly Springs to observe this month with appropriate programs, activities, and reflections.

Proclaimed this, the 15th day of February, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Holly Springs, North Carolina to be affixed on this 15th day of February, 2022.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Recognitions

Title: Recognition of Snow Response Team

Strategic Priority Area: Safe & Friendly
Organizational Excellence

Staff Resource: Paige Scott, Director, Public Works

Action(s):

Recognize the cross departmental team for snow preparedness and response during the month of January

Explanation:

- During the month of January 2022, Public Works, planned, prepared and executed a snow response for inclement weather conditions for four separate events.
- On January 21-22, Holly Springs received 3- 4 inches of snow.
- Approximately 34 town employees across multiple departments provided a 36-hour snow response.
- Snow response includes road clearing, snow plowing, salt spreading, tree and limb removal, road barricades and on-call assistance and support to Holly Springs Police and Holly Springs Fire.

Background:

- This recognition is in response to the dedication and determination of the snow response team which includes employees from Public Works, Utilities & Infrastructure and Parks & Recreation.
- The Snow Response team is activated upon notification of inclement weather.
- Public Works collaborates with other departments and staff to prepare, plan and execute snow removal and ice mediation on major roads within the town of Holly Springs.
- The execution of the snow response plan was exceptional in each instance with minimal impact on residents.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Requests & Communications

Title: Parks and Recreation Advisory Committee Annual Report

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: LeeAnn Plumer, Parks & Recreation

Action(s):

Receive the annual report from the Parks and Recreation Advisory Committee.

Explanation:

- As outlined in the ordinance which established the Parks and Recreation Advisory Committee (PRAC), the Committee is requested to report annually to the Town Council on the activities of the group.
- Susan Smith, PRAC Chair, will present the highlights of the Committee from calendar year 2021.
- The attached report outlines PRAC accomplishments and action items.

Background:

- The Parks and Recreation Advisory Committee (PRAC) has specific duties and responsibilities:
 - Serve as a liaison between town officials and the citizens of the town and the surrounding area;
 - Provide guidance and feedback to the Town Council on matters affecting park & recreation programs, facilities, policies, and long-range plans for parks and recreation;
 - Inform and educate the general public about the importance and need for park and recreation programs, facilities and services;
 - Volunteer to work with staff in park and recreation facilities, programs and activities;
 - Assist in developing a plan to meet the present and future needs for programs, services, park facilities, open spaces and trails and to advise on developing priorities for each of these;
 - Recommend approval of rules and procedures pertaining to the use of public parks and facilities, including fees and charges; and
 - The PRAC shall present recommendations or reports, including an annual report, to the Town Council.

Funding Source(s):

N/A

Attachment(s):

1. PRAC Annual Report 2021

**Town of Holly Springs
Parks and Recreation Advisory Committee
2021 Annual Report**

Per the Town [Ordinance](#), which establishes the Parks and Recreation Advisory Committee (PRAC), the purpose of the Committee is to provide representation for the citizens of Holly Springs in partnership with the Parks & Recreation Department and Town Council in promoting understanding, appreciation, participation and support in regards to matters related to parks, recreation programs, greenways, facilities, policies, and the long-range plan for parks and recreation.

In February, the Parks and Recreation Advisory Committee established several areas of focus for the calendar year 2021 which included:

- The PRAC shall be informed about department programs and projects by having parks and recreation staff present information throughout the year.
- Use data to make more informed recommendations to evaluate trends over time.
- Participate in public meetings/events to increase the PRAC advocacy role and report back to Town Council with findings and recommendations.
- Review and recommend Parks, Recreation & Greenway Master priority projects.
- Support staff in the use of census data to target HS demographics for events and programs; obtain cultural feedback from residents.
- Visit other municipalities to glean knowledge of their offerings, programs and facilities.
- Actively participate in Cass Holt Rd Park master plan process and design.
- Continue cross committee communication with Tree Advisory Committee and others

The members of the PRAC are pleased to share the following accomplishments that were performed and achieved over the past year.

- Provided feedback, guidance and support as the department worked through COVID closures, restrictions and operational changes
- Reviewed, supported and recommended the adoption of the update to the Parks, Recreation and Master Plan.
- Received staff presentations
 - Athletics Division – Esports, pickleball, tennis, adult kickball; discussion on tackle vs flag football – NAYS certifications/ Better Sports for Kids Quality Program Provider
 - Bass Lake Park Update on spillway, parking lot, trail projects
 - Farmers Market Update to year-round operations and COVID adaptations
 - Assistant Director – basketball court options, teen amenities at Womble Park
 - Park Planner – UDO updates, explanation of park land dedication and fee in lieu requirements
- Active support and participation in the opening of the dog park and restroom facility
- Participated in town park tours – Sugg Farm, Bass Lake, Cass Holt Rd property
- Supported the Tree Advisory Committee partnership – Arbor Day tree planting at Ting and Jones Park (10 trees planted)
- Received presentation and information from the public:
 - Heard from HSHS Basketball Coach regarding a desire for more basketball courts
 - Resident requested updated greenway policies to allow e-bikes/e-scooters on greenways
- Reviewed Dept's 25th anniversary projects
 - Mural project presentations, recommended final selection of artist; mural completion

- Reviewed / feedback on Department video
- PRAC provided feedback on Farmers Market, archery program at Sugg, concerts/comedy at Ting
- Provided feedback/recommendations on AC/MC greenway connections and project costs
- PRAC members toured other municipal facilities and reported back. Sites included:
 - Joyner Park in Wake Forest
 - Chavis Memorial Park in Raleigh
 - Khan Community Campus in Raleigh
- Participated in Cass Holt Rd park design project including:
 - virtual public meeting
 - onsite community open house
 - various meeting with consultants
 - TC work session for concept feedback
- PRAC bought, decorated and actively participated in the Tree Trail at Ting



Town of Holly Springs Parks and Recreation Advisory Committee FY2021 Attendance

	July 2020 – NO MEETING	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021
Susan Smith (C)	N/A	X	X	X	X	N/A	V	V	V	X	X	X
Jason Guetgemann	N/A	A	X	X	X	N/A	A	V	V	X	X	X
Molly Sapienza (Co-C)	N/A	X	X	V	X	N/A	V	V	V	X	R	R
Val Atkinson	N/A	A	X	X	X	N/A	V	V	A	X	X	X
Stephen Brauer	N/A	X	X	X	X	N/A	V	T	V	X	X	X
Christopher Cook	N/A	X	X	A	X	N/A	V	A	V	A	X	X
Leonard Lloyd	N/A	A	X	A	X	N/A	V	V	V	X	A	T
Alice Reese	N/A	X	X	X	X	N/A	V	V	V	X	X	T
Elizabeth Stone (Sec)	N/A	X	X	X	X	N/A	A	V	A	X	X	X
Council Members	N/A	Kelly	Villadsen, Kelly	Villadsen, Kelly (V)	Villadsen, Kelly	N/A	Villadsen	Villadsen (T), Kelly (V)	Kelly (V)	Villadsen	Villadsen, Kelly	Villadsen

T = Tardy
V = Attended Virtually (Zoom)
R = Resigned



Town of Holly Springs Parks and Recreation Advisory Committee FY2022 Attendance

	July 2021 (SPECIAL MEETING)	August 2021	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022
Susan Smith (C)		X	A	X	A	X						
Jason Guefgemann (Co-C)		A	X	X	X	X						
Tony McDermott		X	A	X	X	X						
Val Atkinson		X	X	X	X	X						
Stephen Brauer		X	A	X	A	A						
Christopher Cook		A	X	A	X	X						
Leonard Lloyd		X	X	X	X	X						
Jodi Carey (S)		X	X	X	X	X						
Scott Warner		X	X	A	X	X						
Council Members		Villadsen	A	Villadsen	A	Bennett, Forrest						

A = Absent
 R = Resigned
 T = Tardy
 V = Attended Virtually (Zoom)



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Requests & Communications

Title: Zoning Reassignment Update

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Sean Ryan, Development Services

Action(s):

No action requested

Explanation:

- Staff will update the Town Council on the zoning reassignment following the public open houses on Jan 26 and Jan 27.
- Staff has collected feedback on the proposed zoning reassignment and will summarize the feedback received.
- Several individuals have requested reevaluation of the proposed reassignment of their property, which is summarized in the attached memo.

Background:

- In December 2021, staff outlined the process for reassigning new zoning districts to most parcels in Holly Springs following the adoption of the new Unified Development Ordinance.
- The draft zoning map was made public in early January, all impacted property owners received notification of the proposed changes, and staff held both virtual and in person open houses on January 26 and 27.
- The Town Council will hold a public hearing on the proposed map on March 1, 2022.

Funding Source(s):

N/A

Attachment(s):

1. ZoneReassignment_Memo
2. OpenHouseAttachments_TC_02152022
3. Open House Presentation 1-26-22



THE TOWN OF

Holly Springs

Subject Title: Zoning Reassignment Update

Meeting Date: February 15, 2022

Presenter: Sean Ryan, Development Services

Attachments: Zoning Reassignment Public Comments

In November 2021, the Town Council adopted the new Unified Development Ordinance (UDO) with an effective date of March 1, 2022. Following the UDO adoption, staff began working with our consultant, Erin Perdu with Stantec, to reassign all properties (nearly 11,500 properties), with the exception of Planned Unit Developments, to a new, comparable, zoning district.

Purpose of Zoning Reassignment

- The purpose of reassigning properties to a comparable district in the new UDO was to ensure that properties could continue to be used as they are currently.
- The reassignment process was not used to proactively zone properties to a new land use category (i.e. existing residential property being reassigned to a higher density residential district or non-residential district, except as outlined in phase 2 or 3 of the zoning reassignment methodology).
- Property owners wishing to be reassigned to a different district are able to submit a petition to have their property rezoned through the typical rezoning process, allowing the Town Council to review the request separately from this reassignment.

For all developed properties and farms, the current use of the property will be permitted to continue following the reassignment. For most residential subdivisions, the zoning reassignment reflects a comparable residential zoning district and will not impact the use of the property. Even if the zoning regulations change, property owners will NOT be required to make any changes to the property or the way it is being used. The zoning reassignment only impacts future construction or if the property owner decides to change the way the property is being used (for example, converting a home into a shop, or expanding a business).

At the December 14, 2021 Town Council workshop, staff outlined the process and methodology that would be used to reassign properties to a comparable district under the new UDO.

Zoning Reassignment Process:

1. Adoption of UDO with new zoning districts – November 30, 2021

2. Zoning Reassignment website and interactive zoning map – December 2021/January 2022
3. Open House / Public Engagement
 - a. Postcards were mailed to every property owner subject to the reassignment which indicated the reassigned district and upcoming public engagement opportunities.
 - b. Open House #1: January 26 – 4 virtual open houses with 82 attendees
 - c. Open House #2: January 27 – 4 hour in-person open house with approximately 50 attendees.
 - d. Staff has responded to approximately 25 phone calls.
4. Evaluate map based on feedback received from public engagement.
5. Presentation of map to Planning Board for recommendation – February 22, 2022.
6. Presentation of map to Town Council for determination following a public hearing – March 1, 2022.

Zoning Reassignment Methodology:

1. Phase 1: Conversion to New Districts
Reassign all properties from the current UDO districts to the comparable district in the new UDO. The comparable districts were outlined in the draft UDO chapters presented to the public in the draft UDO (table cells outlined in bold indicate merged districts)

Current UDO District		Reassigned UDO District	
Symbol	Use Category	Symbol	Use Category
R-30	Residential	RR	Rural Residential
R-20	Residential		
R-15	Residential	SR	Suburban Residential
R-10	Residential		
R-8	Residential	NR	Neighborhood Residential
R-MF-8	Multifamily Residential	NCR	Neighborhood Center Residential
R-MF-15	High Density Multifamily Residential	MXR	Mixed-Use Residential
LB	Local Business	NMX	Neighborhood Mixed-Use
TV	Town Village	DMX	Downtown Mixed-Use
CB	Community Business	CB	Community Business
GB	General Business		
OR	Office, Research & Development Park	SP	Special District
BT	Business & Technology	BRT	Business and Research Technology
RT	Research & Technology		
IT	Industry & Technology	HI	Heavy Industrial
No existing district		RMX	Regional Mixed-Use
No existing district		IVMX	Innovation Village Mixed-Use

2. Phase 2: Existing Development Adjustments
Verify approved developments or subdivisions have been reassigned to the appropriate zoning district based on approved lot sizes or land uses and reduce instances of neighborhoods or developments with multiple zone districts.
3. Phase 3: Minimize Nonconformities
Review land uses or developments that would be made nonconforming and determine the comparable and appropriate zoning district based on the Land Use & Character Plan future land use designation.

Public Comment Summary:

The public comments that have been received on the zoning reassignment can be categorized as follows:

1. General question/inquiry – property owner has contacted staff requesting general information on the project or the proposed reassignment for their property.
2. Concern about how a property was reassigned to a new district but has not specifically requested an alternative zoning district.
3. Concern about how a property was reassigned to a new district and has specifically requested an alternative zoning district or has identified a nonconformity. Six individuals/groups have been identified in this category.

Alternate Zoning Reassignment Analysis:

Staff anticipated that, with approximately 11,500 impacted parcels, the initial methodology may not capture every adjustment that may be needed for the reassignment. As such, a robust public engagement strategy was designed to help alert property owners and provide opportunity to comment on the reassignment and provide feedback to staff where the reassignment may not have been appropriate for a specific property. Six individuals/groups have requested their property be reassigned to a district other than the district reassigned to them using the initial reassignment methodology.

Staff has reviewed the properties and reapplied the methodology to each property with any additional information provided through the public comment process to verify if the reassignment was appropriate. The second review process was completed as follows:

1. Staff verified the current zoning was reassigned to the correct comparable district.
2. Staff verified the reassigned district was appropriate based on any existing development on the property.
3. Staff verified the reassigned district was appropriate based on any non-conformities.
4. Staff verified the Future Land Use designation of the property.

Staff considered the Future Land Use designation of the property. Where the Future Land Use designation indicated a more intense use category (residential density) or different use category (residential vs. commercial) for future development, staff

concluded that a separate rezoning petition submitted by the property owner would be a more appropriate path forward. This would allow the Town Council to consider this request outside of the reassignment process and provide adjacent property owners the ability to provide feedback on the proposed zoning.

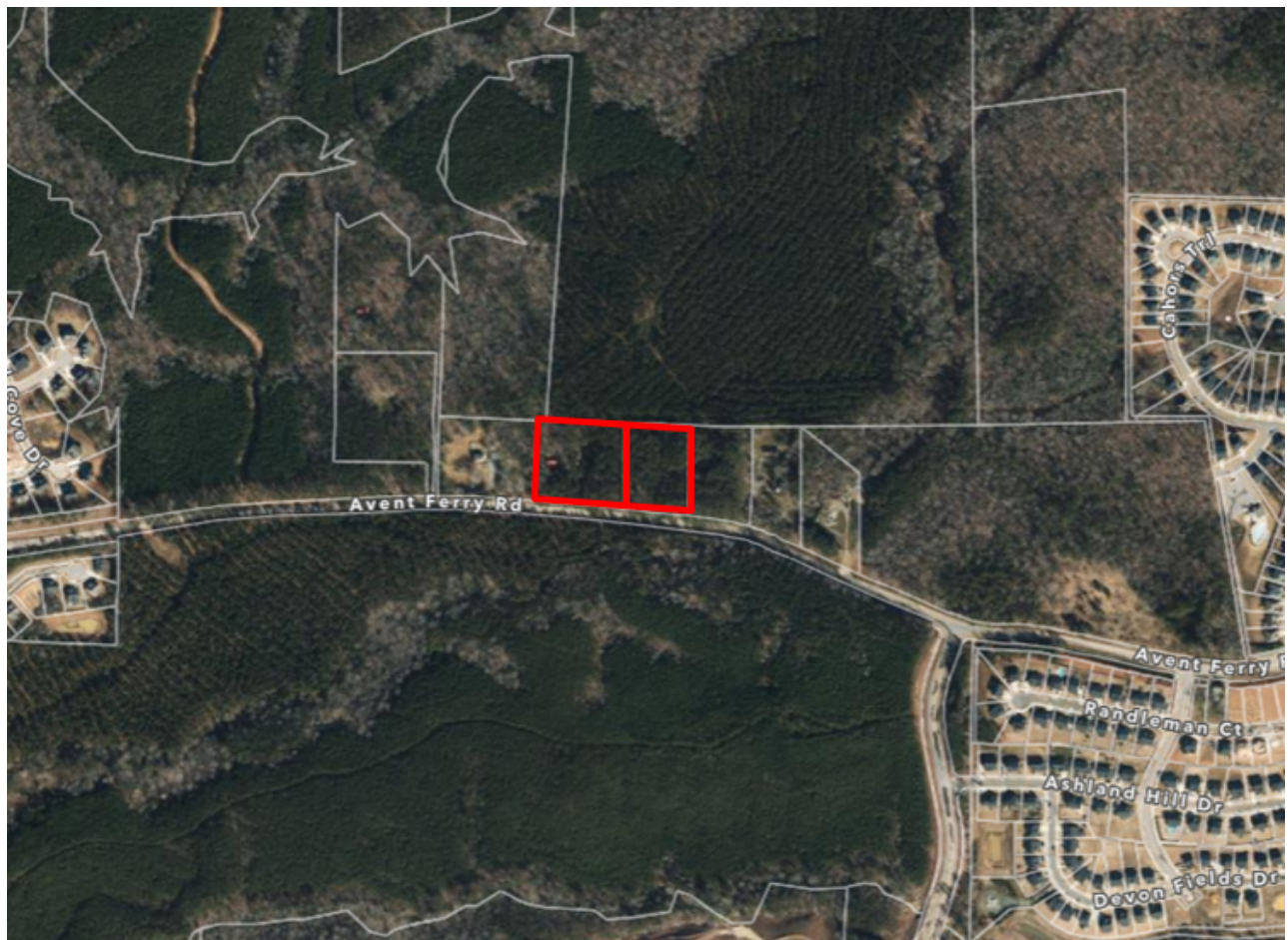
It is important to note that staff did not review the reassignment of the six areas/properties in a manner that would result in a proactive rezoning to a new land use category (i.e. existing residential property being assigned to a higher density residential district or non-residential district, except as outlined in phase 2 or 3 in the methodology), as the reassignment effort is not meant to serve as a development based rezoning and is focused on reassigning the parcel to the most comparable new district.

Next Steps:

Of the six requests, staff has identified one property which was not reassigned appropriately. Staff suggests the identified property be adjusted from SR to NR as outlined in the property information table.

Following this adjustment, the proposed map will be submitted to the Planning Board for recommendation and to the Town Council for adoption following a public hearing.

Property Location	Current Zoning	Reassigned Zoning	Reassignment Appropriate (Yes / No)	Staff Analysis
2536 & 2624 Avent Ferry Road	R-30	RR	Yes	- Properties exceed the minimum lot size requirements in RR (2 acre minimum). - One property contains a detached residential dwelling and the other is undeveloped. - Future Land Use designation is Conservation Neighborhood which suggests a more intense district may be appropriate for future development.



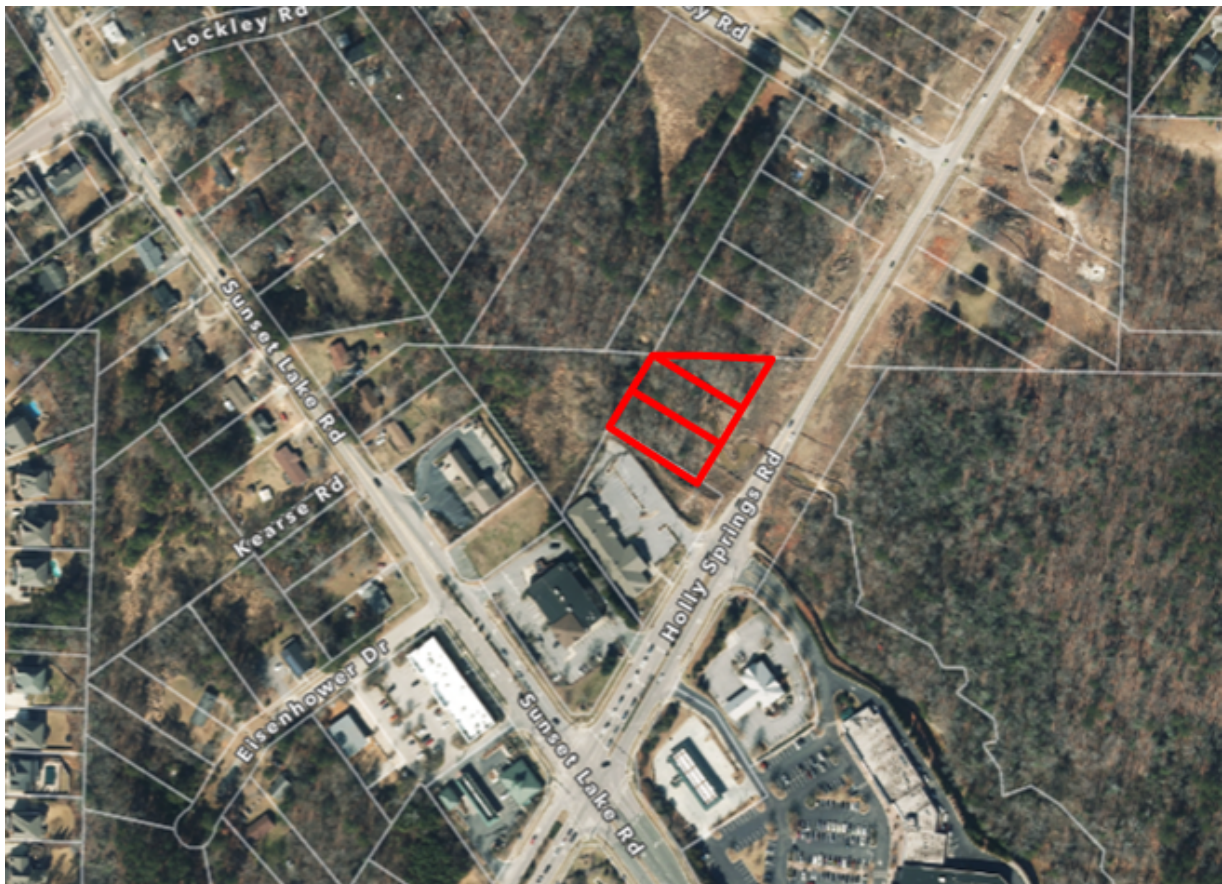
Property Location	Current Zoning	Reassigned Zoning	Reassignment Appropriate (Yes / No)	Staff Analysis
602 Grigsby Avenue	R-10	SR	Yes	- Property exceeds the minimum lot size requirements in SR (15,000 sq. ft. minimum) and is undeveloped. - Future Land Use designation is Downtown Village District which suggests a more intense district may be appropriate for future development.



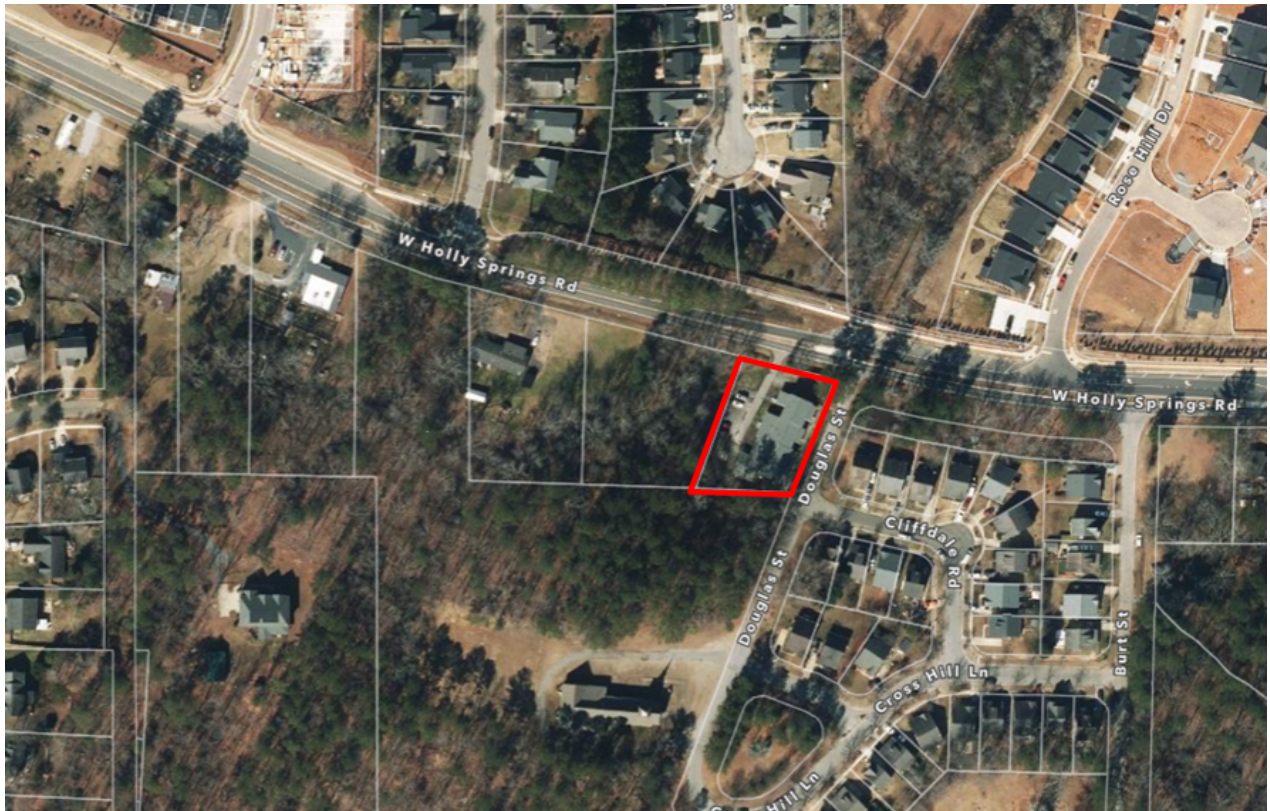
Property Location	Current Zoning	Reassigned Zoning	Reassignment Appropriate (Yes / No)	Staff Analysis
Logging Road and Happy Hunting Hills assemblage	R-20	RR	Yes	- Properties exceed the minimum lot size requirements in RR (2 acre minimum) and contain detached residential dwelling units. - Future Land Use designation is Mixed Residential Neighborhood which suggests a more intense district may be appropriate for future development.



Property Location	Current Zoning	Reassigned Zoning	Reassignment Appropriate (Yes / No)	Staff Analysis
9748, 9752 & 9756 Holly Springs Road	R-20	RR	Yes	• Lots would be nonconforming in RR since they do not meet the minimum 2 acre lot size. • Properties are currently undeveloped • Nonconforming lots may be developed as long as structures meet minimum setback requirements. The new RR setback requirements are the same as the R-20 setback requirements. • Future Land Use designation is Natural Area and Regional Center which suggests a more intense district may be appropriate for future development.



Property Location	Current Zoning	Reassigned Zoning	Reassignment Appropriate (Yes / No)	Staff Analysis
225 Douglass Street	R-15	SR	No	- Property is developed with a triplex dwelling. - The SR district would make the use non-conforming. - Future Land Use designation is Mixed Residential Neighborhood which suggests the site is developed at the anticipated development intensity. - Suggested change to NR District.





Zoning Reassignment Please Sign-In

January 27, 2022

About 65

*Some People didn't
Sign-in*

Name	Full Mailing Address	E-Mail	Phone
1. Duane Larick	12405 Holly Springs - New Hill Rd	duane.larick@gmail.com	919 630 9898
2. Steve Macar	2305 Avenet Ferry		
3. Dennis Harris	9646 Holly Springs Rd	dleharris48@gmail.com	919 815-8686
4. Phillip O. Yates	3948 Circle DR	JOJOE221948@gmail.com	919 567 3073
5. Willis Lunsford	3225 - Brookst	NB	919 524-6274
6. William Durt	5717 Hilltop Rd Fuquay-Varina, NC		919 552-9101
7. James Adams	113 W. maple Ave Holly Springs		919 964 3866
8. Charles Burt			
9. Jon Harrison	208 Pine Orchard Ct. Holly Springs	harrison.billpay@yahoo.com	(919) 332-4649
10. Lizzie N. Bass	500 Grigsby Ave, Holly Springs	lizzie.bass@bass258@gmail.com	(919) 524-8584
11. Tamara Smith		temarasmitthreth@gmail.com	919 441-7401
12. Robert Forcum	1001 1066 NE RD. HS	forsprink@comcast.net	919 285 9101
13. Dan Riley	1225 Happy Hunting Hills HS	brunhater23@aol.com	
Anyia	1212 Happy Hunting Hills	ANYANCE@gmail.com	919-444-7691



Zoning Reassignment Please Sign-In

January 27, 2022

Name	Full Mailing Address	E-Mail	Phone
1. James & C.L. Michael	4216 New Hill - Hollenys Rd	UNEKARE find farm @ EarthLink.net	919-3664515
2. Ray & Pam Thaxton	945 Logging Rd.	prothaxton@earthlink.net	919-482-5885
3. Monzo Wilson Sr.	P.O. Box 523	REUAWIL@bellsouth.net	919-924-6002
4. Glenn Futrell	150 Tower View Court Cary, N.C.	gfutrell@JCS Corp.com	919-612-5245
5. Kevin & Raquel Bergeron	104 Cherry Branch Ct. 27516	KEVINBERGERON@yahoo.com	973-349-2690
6. Danny Norio	5512 Quail Glen Dr	Norio's boys 2 yds.com	919 418-6273
7. Robert Blake	321 Sycamore Creek Dr	RLAKE1@nc.rr.com	919-577-9794
8. Jeffrey W. Vanover	204 Holbrook Hill Lane	jwvanover@gmail.com	630-677-3204
9. Joe Peacock	5524 Brushy Meadows Dr FV	JANPEACOCK@aol.com	919-818-0214
10. Kathryn Bunn	7928 Twin Pines Way, FV	kathryn@nclegisl.com	919-796-1678
11. Amon Afwater	412 Holly Spg Holly Spg		919-552-0706
12. Yolanda Masu		Ywilsonrealtor@gmail.com	919-848-9108
13. Alan Jones	3128 AVENT FERRY RD	abjco20@yahoo.com	919-971-7406



Zoning Reassignment Please Sign-In

January 27, 2022

Name	Full Mailing Address	E-Mail	Phone
1 Ken Jarvis	716 Avenet Ferry Rd.	kjarvis@nc.rr.com	919/630-7552
2 Gromafin	4413 Kings Fork Rd, Cary	climatic@qoi.com	919 469 2291
3 J.C. HAMPTON	9409 HOLLY SPRINGS RD. APEX 27539	—	919 625 0714
4 Bill + Pat Berman	5316 Impatiens Ct HS	wberman@bellsouth.net	919-303-9114
5 DON SCHOCUP	213 W ELM AVE	donschocully@gmail.com	814-243-2150
6 Elizabeth Strycker	416 Cottonwood Ln HS	lizstrycker@gmail.com	408-483-1517
7 Sean Strycker	416 Cottonwood Ln. HS	seanfact@gmail.com	408-661-0901
8 Aubrey Flamin	316 Wescott Ridge Dr HS	atcountse@yahoo.com	919-307-4295
9 Amanda Davis	4704 Linkeland Dr HS	amanda@fredshoersrealty.com	919-633-7562
10 Gail Banks	304 Ash Ct HS	jolibanks@gmail.com	980 253 5452
11 JOHN MYERS	7208 FALLS OF WESSE RD STE 101 RALEIGH, NC	JOHN@JPM5077.COM	919 306-3330
12 Scott Ohara	2624 Avenet Ferry Rd HS	scotthara1@yahoo	9199710869
13 Mary Rossini	236 Springside Drive	jtfan99@hotmail.com	919 552 4013
14 DON BARLOW - DIANE STALLON	5724 SALINAS CT	zeezee00@gmail.com	—



Zoning Reassignment Please Sign-In

January 27, 2022

Name	Full Mailing Address	E-Mail	Phone
1. John + Barbara Keating	101 Triple Crown Trail	barbara.keating@ycyaho.com	(707) 479-0540
2. Lew Coleman	143 gremar Dr	lcolemans@ycyaho.com	416.727.7277
3. Ramesh Patel	200, Copeside Ave.	ramesh_village - Inn @ yahoo.com	
4. Scott Bahr	7025 MEADOW RARE	osmail.com	cell # 443-848-9333
5. Gina Crapp	229 Cobblepoint Way HS	scott@apermarine.com	919-303-0198
6. Rick Jones	225 Old Rider Dr	gina@clapprealstate.com	919 818 3916
7. Bill Barry	401 W Ballantine St	AT6116@yahoo	919 552-2879
8. Harry Gray	208 Advent Meadows Ln	SPARLYSTED@gmail	919 567 1657
9. Thomas McGinty	132 Virginia Creek Drive	Hegray@Live.com	919 346-1310
10. Jeff Rider	4034 BERMUDA EDGE RD	tanajul@ycyaho.com	910.213-4409
11. John Adcock	7429 Rouse Holly Springs	SUTTONNISE@gmail.com	919.369.7910
12. Matt Mason	887 Howell Mill, Suite 3300 Atlanta	john.adcock@live.com	919 616 0527
13. George Kimble	237 Bass Lake Rd	mmason@gatewayventures.com	678 778 6288
		Kimble.george@gmail.com	919-868-9418



Zoning Reassignment
Please Sign-In

January 27, 2022

Name	Full Mailing Address	E-Mail	Phone
1. Virginia Kornblith	2804 Mills Lake Wynd, HS.	matte@SeldMyListing.com	919-795-0146
2. Matt Vance	5705 Kasha Drive	claudiacofield@gmail	919-818-1839
3. Claudia Cofield	5636 Easton St	shamad@tr.landproperty.com	919-971-4286
4. Rehab Hamad	1000 Crescent Green Suite 101 Cary NC	glennk@hotmail.com	856-261687
5. Glenn Koduka	413 W. Ballentine		
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			



Zoning Reassignment Comment Card

Sean Ryan
(SR District)

I am requesting SR for 4300 Sunset Lake Road, Apex
the Mota Family LLC ~ 94 acres

Meeting Date:

Jan 27, 2022

Name:

Elizabeth Mota, manager Mota Family LLC

Address/City/ZIP:

643 Kingsfork Rd, Cary, NC

E-mail:

elima.ta@aol.com

Questions or additional comments?

e-mail us at: development@hollyspringsnc.gov



Zoning Reassignment
Comment Card

Please consider Rezoning 2624+2536 Avent Ferry Rd to SR from RR IN new Zoning proposal. there is enough ROAD frontage to allow for 5 additional .8 Acre lots to be Allowed under SR where AS only 1 addition House under RR. Neither lot has additional perk sites to build on and will need to connect to sewer system near Existing pump house. It is Not cost effective to connect 1 house/lot whereas 5 lots + houses Becomes cost effective. Plan would be to ~~subdivide~~ Move lot line on Existing house + Divide Remaining

1/27/22

Meeting Date:

Name:

Scott O'Hara

Address/City/ZIP:

2624 Avent Ferry Rd + 2536 Avent Ferry Rd AS 27540

E-mail:

Scott.ohara-1@yahoo.com

Questions or additional comments?

e-mail us at: developmentsservices@hollyspringsnc.gov



Zoning Reassignment Comment Card

602 Grady Avenue

Rezone to NR to accommodate attached
dwellings

Meeting Date: 1/27/22

Name: Joe Coleman

Address/City/ZIP: 163 Gramer Dr.

E-mail: jcolem@hollyspringsnc.com

Questions or additional comments?

e-mail us at: development@hollyspringsnc.gov



Zoning Reassignment Comment Card

With new deer neighborhood - Morgan Park &
Holly Glen we should at least be SR Zoning.

This RR designation devalues our property.

Meeting Date:

1-27-22

Name:

Ruth Thornton

Address/City/ZIP:

945 Loxins Rd, HS 27540

E-mail:

prthornton@comcast.net

Questions or additional comments?

e-mail us at: development@hollyspringsnc.gov



Zoning Reassignment Comment Card

Due to surrounding properties, ie, Morgan Park & Holly Glen - we would be better suited to SR zoning, allowing us to sell to developers if possible. This current allocation is devaluing our property & makes our property more difficult to sell.

Meeting Date: 1/27/2022

Name: ~~Pam~~ Pam Thaxton

Address/City/ZIP: 945 Loxink Rd H5 27540

E-mail: pthaxton@embaymail.com

Questions or additional comments?

e-mail us at: development@hollyspringsnc.gov



Zoning Reassignment Comment Card

We request exclusion from the RR zoning and that our zoning change to SR. RR zoning significantly adversely affects the value of our 10.5 acres. We would lose a vast sum of money in potential value. We are surrounded by dense residential + commercial development and need a zoning more consistent with our surroundings. We are definitely not located in an agricultural area. Two developers have already tried to get approval to develop our property. If RR zoning will eliminate our chance

Meeting Date: 01/27/2022

Name: ROBERT + LINDA FORCUM

Address/City/ZIP: 1001 LOSSING RD HTS 27540

E-mail: forgrink@comcast.net

Questions or additional comments?

e-mail us at: development@hollyspringsnc.gov



Zoning Reassignment

Comment Card

Town 20 acres along Logging Rd Happy Hunting Hills
I now have 1300+ sq ft of land on the side of the highway
in back. I can walk to town, the restaurant, the library,
firehouse is my neighbor. Conversion to R seems
completely ridiculous. SR is the only thing that makes
sense. The RR designation completely devalues my
property.

Meeting Date: 1/27/22

Name: ANVA MCGUIRK

Address/City/ZIP: 1212 Happy Hunting Hills Dr Hs 27540

E-mail: ANVAMEG@GMAIL.COM

Questions or additional comments?

e-mail us at: development@hollyspringsnc.gov



Zoning Reassignment Comment Card

Requesting SR in New Zoning
The cul-de-sac surrounded by Morgan Park
or Holly Glenn

Meeting Date: 1-27-2022

Name: DAN RIDLEY

Address/City/ZIP: 1225 Happy Hunt in Hills Dr, Holly Springs

E-mail: dan.hunter20312@yahoo.com

Questions or additional comments?

e-mail us at: developmentservices@hollyspringsnc.gov



Zoning Reassignment Comment Card

I own 9756 - 9752 - 9748 on Holly
Springs Rd. RR zoning and the street
would put me @ a disadvantage in selling
my property. I believe the SR zoning should
be in my and other owners favor by in
our best interest.

Meeting Date:

1-27-2022

Name:

JOSEPH PEACOCK

Address/City/ZIP:

5524 Brushy Meadows Dr. F.V. N.C. 27526

E-mail:

Jandpeacock@aol.com

Questions or additional comments?

e-mail us at: developmentservices@hollyspringsnc.gov



Zoning Reassignment
Comment Card

10

~~THE~~ individual ^{most} owns our the lots (vacant)

Surrounded by Luckley, Sunset and Holly Springs Roads. Majority of these lots are less than an acre. In addition the Stream makes it more difficult to have large lots. Lots are currently on the market. Only portions of some lots may be sold. SR zoning will make it hard for these remaining small lots to be sold. Therefore SR zoning is requested if not ~~that~~ NM. Thank you.

Meeting Date: Jan 27, 2022

Name:

Katrina Bunn, KW Realtor

Address/City/ZIP:

7428 Twin Pines Way, Fuquay Varina NC

E-mail:

Katrina@nclegacy.com

Questions or additional comments?

e-mail us at: development@hollyspringsnc.gov



Zoning Reassignment Comment Card

My wife & I own the Rev. Henry Norris House across from
WNC Rex Healthcare.

Sean Ryan briefed me on the town's plans to soon update
The Village District Plan.

Any, why you can provide in the future would be appreciated.
Currently I own Ken Jarvis Consulting & am a commercial
real estate broker, business broker & franchise development
consultant. In the past I have served the town as a member
of the Bd of Adjustments in the early 80's, the Regional Wide South
Regional Airport Authority & in 2016/17 Advisory Bd. I've long been a
volunteer.

Meeting Date: 1-27-22

Name: Ken Jarvis

Address/City/ZIP: 716 Avent Ferry Rd • Holly Springs, NC 27540

E-mail: kjarvis@nc.rrt.com

Questions or additional comments? 919-630-7552

e-mail us at: development@hollyspringsnc.gov



Zoning Reassignment Comment Card

Excellent presentation. Great maps. Very informational & set my mind at ease about pretty significant changes.
Thank you!

Meeting Date: 11/27/22

Name:

Elizabeth Stryker

Address/City/ZIP:

416 Cottonwood Ln, HS

E-mail:

lizstryker@gmail.com

Questions or additional comments?

e-mail us at: development@hollyspringsnc.gov

Sean Ryan

From: RobertLindaForcum <forsprink@embarqmail.com>
Sent: Wednesday, February 2, 2022 11:05 AM
To: Sean Ryan
Subject: --[EXTERNAL]--Follow Up to Our Conversation

Follow Up Flag: Follow up
Flag Status: Flagged

Sean,

I contend, based on the Town's own admission, that our properties have been incorrectly designated for future rezoning as Rural Residential.

The Town's Zoning Map Update webpage states:

For most residential subdivisions, the zoning map update reflects a comparable residential zoning category and will not impact the use of your property.

Over a more than two-year period, residents, property owners and businesses worked together to update the town's [Land Use & Character Plan](#), a document that guides decisions on future land use, transportation, open space, community character, business development and more. The updated plan reflects their vision for the future of Holly Springs and addresses growth in a way that provides, protects and improves on a high quality-of-life for all citizens.

Because the [Land Use & Character Plan](#), part of the town's [Comprehensive Plan](#), has been updated, the zoning map is being updated to also reflect these changes and the recently streamlined [Unified Development Ordinance](#).

Happy Hunting Hills is a residential subdivision. The Future Land Use Plan map designates the properties in our subdivision, as Mixed Residential Neighborhood.

The Town intends to rezone our subdivision to Rural Residential. How is it that a Rural Residential zoning designation "reflects" the same meaning as Mixed Residential Neighborhood. They could hardly be any more inconsistent.

As you meet and discuss the comments received from the public, please point this out.

My wife and I should not have to spend our time, energy and other resources to contest these types of changes especially when they are applied inconsistently by the Town's own standards.

I renew my request that our rezoning designation be changed immediately to Suburban Residential, which is consistent with the Town's Future Land Use Plan.

I also note that I live in the Town's ETJ and we have no representation on the Planning Board or Town Council and cannot vote in town elections.

Thank you for your time,

Robert & Linda Forcum
1001 Logging Rd.
Holly Springs, NC

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

January 30, 2022

From: James F. Kenney, Trustee
Hattie A. Mims Living Trust
172 Mooring Buoy
Hilton Head Island, SC 29928

To: Holly Springs Development Services
P.O. Box 8
Holly Springs, NC 27540

Regarding: Change in Zoning Map

Hattie A. Mims Living Trust owns a 15-acre parcel, Account Number 047597, Pin Number 0648 83 7540 000, at 829 Piney Grove Wilbon Road, Holly Springs, NC. I, James F. Kenney, Trustee, of the Hattie A. Mims Living Trust, vigorously oppose the zoning change for this property and other nearby properties.

It is proposed by your office to change the zoning of this parcel and nearby parcels from R-30 Residential District to RR Rural Residential District. This area has been zoned R-30 Residential for at least 20 years. I vigorously object to this rezoning. This land is in an area that is already highly developed with suburban residential single family homes and commercial businesses, office and professional buildings. There is a large number of homes in Brayton Park directly across from 829 Piney Grove Wilbon Road, nearby is the Wildwood Subdivision, Autumn Subdivision, Garrison Subdivision, and a large Home Depot, a large WalMart, and other stores a very short distance away. Homes in Brayton Park sell for \$400,000 to more than \$600,000. There are at least four large parcels adjacent to the Mims Trust Parcel ready for residential development that will make this a wonderful suburban residential neighborhood. One parcel sold recently and others are in the for-sale market.

There is a sewer line already installed and connected to the Vaughn Pump Station on the parcel at 829 Piney Grove Wilbon Road for at least five years.

The properties adjacent and nearby 829 Piney Grove Wilbon Road should be excluded from the zoning change. Hattie A. Mims Living Trust vigorously objects to the change in zoning. This zoning change will definitely lower the value of all the parcels nearby and along the Piney Grove Wilbon Road neighborhood. The Trust will suffer large financial damages.

This zoning change from R-30 Residential to RR Rural Residential will increase the home lot size to up to two acres. This is more than the lot size in the already established neighborhood. The zoning change will lower the housing density beyond the existing neighborhood.

The zoning change to RR-Rural Residential does not permit connecting to Town water and sewer which is a major disadvantage to parcel owners in this neighborhood. This neighborhood is not rural. It is suburban and to allow housing trailers to be installed and manufactured homes are wholly unacceptable.

This neighborhood is too close to the developed areas of Holly Springs to now revert to RR-Rural Zoning.

Please reconsider changing this neighborhood from R-30 Residential to RR Rural Residential. If you must change the zoning, I don't know any reason why a change is necessary, please exclude the growth neighborhood around 829 Piney Grove Wilbon Road. Thank you for this consideration.



James F. Kenney, Trustee
Hattie A. Mims Living Trust
172 Mooring Buoy
Hilton Head Island, SC 29928

Email *kenneyjimf@gmail.com*
843-842-3641
Cell 904-294-2782

Sean Ryan

From: Chris Hills
Sent: Thursday, January 27, 2022 9:30 AM
To: Sean Ryan
Cc: Elizabeth Goodson
Subject: UDO Rezoning Comment - 225 Douglas Street

Follow Up Flag: Follow up
Flag Status: Completed

Hi Sean,

I received a comment for the rezoning related to 225 Douglas Street which is a Triplex. The comments relates to the new designation which would make this parcel an existing non-conformity. Can we please take a look at this and determine if it is consistent with what is around it/the LU&C Plan?

Thanks!

Chris



Chris Hills, AICP, CZO | Development Services Director

Development Services | Town of Holly Springs
PO Box 8 | 128 S Main St | Holly Springs, NC 27540
Office: (919) 557-3928 |
www.hollyspringsnc.gov

Town of Holly Springs emails are switching to **.gov** addresses. Please make sure to update my contact information to chris.hills@hollyspringsnc.gov before Jan. 31, 2022.

To stay informed about Development Services, please subscribe to the Development Services Notify Me: [Notify Me](#) • [Holly Springs, NC](#) • [CivicEngage \(hollyspringsnc.gov\)](#)

Warning: This email is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

Warning: This email is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

Town of Holly Springs, NC Zoning Reassignment Public Open House

Stantec's Urban Places
January 26-27, 2022



Open House Agenda

1. Presentation

- a) Introduction and Purpose of the Open House
- b) What is a Zoning Map and a UDO?
- c) Why change the Zoning Map?
- d) What is changing and what is not
- e) Details on new districts
- f) FAQs

2. Q&A, discussion

3. Break



How to Participate in the Virtual Open House

- Type questions in the chat box, and a staff member or consultant will respond
- We will monitor the chat and pose your questions to the presenters



Introduction and Purpose of the Open House

- Provide information about what is changing about land regulations
- Answer questions from property owners and neighbors
- Provide information about next steps
- Hear any concerns about the proposed zoning of any specific properties
 - (these may result in changes to the proposed zoning map)



Introduction and Purpose of the Open House

- NOTE: this forum will be general in nature. If you have more specific questions that are not answered here, please contact us at:

- **(919) 557-3908**
- **developmentservices@hollyspringsnc.gov**
- Or attend the in-person open house:

Thursday January 27, 9am – 1pm
Holly Springs Cultural Center



What is a Zoning Map and a “UDO”?



UDO = Unified Development Ordinance

- Establishes regulations for the development or use of property
- Establishes districts that cover every property
- Districts include:
 - Allowable uses
 - Where buildings and structures can be located
 - Design standards



2 DISTRICTS

2.1 BASE DISTRICTS

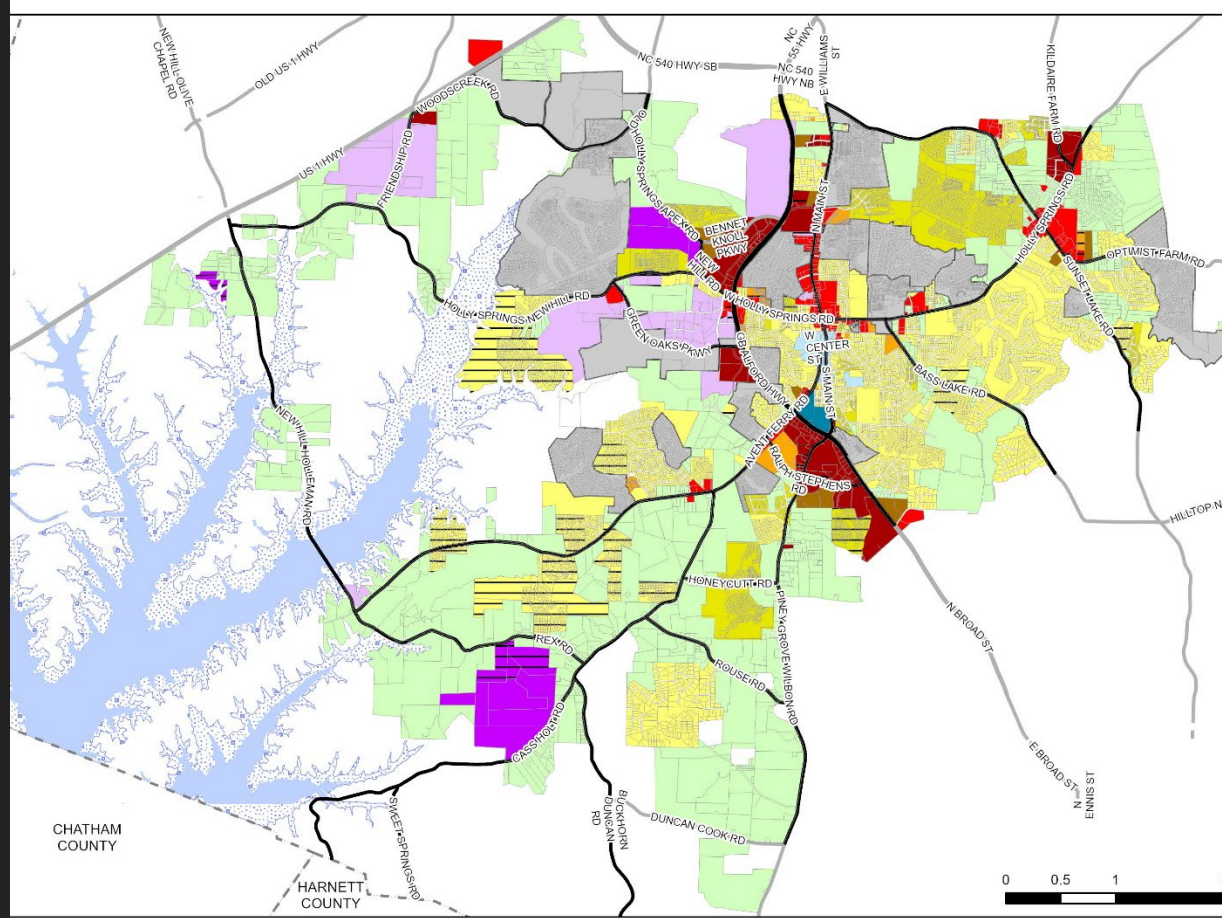
- Base Districts Established.** The properties within the Corporate Limits and Extraterritorial Jurisdiction (ETJ) of the Town are divided into zoning districts (i) to apply the goals, objectives, and policies of the Town's Comprehensive Plan and (ii) to recognize, promote, and protect the planned land uses and character of specific areas, corridors, and neighborhoods. The districts and their boundaries are depicted on the Town's zoning map (See Section 1.7).
- Base Districts by Use Categories.** The Town's base zoning districts are established and characterized by individual use categories including Residential Use, Commercial/Mixed-Use, and Employment/Campus Use. Each use category includes multiple base districts that allow for land use and property development at various scales and intensities – these are controlled through the allowable land uses, development standards, and density limitations.
- Base District Descriptions.** The following subsections establish the descriptions including the intended land use and character for each base district.
- Land Use Allowance and District Standards for Base Districts.** Chapter 3 – Table 3.2 – Table of Permitted Uses lists the allowable land uses and activities that may occur within each base district. Section 2.2. establishes the development standards for each base district in terms of maximum building height, minimum (and maximum) building setbacks, and minimum lot configurations.
- Base Districts Corresponding to Land Use Designations.** Each base district corresponds to particular character area designation(s) on the Future Land Use Map as shown in Table 2.1. The future land use map provides guidance on where a particular base zoning district may be appropriate in the Town.

CONTENTS

2.1	BASE DISTRICTS	13
2.2	DISTRICT STANDARDS	17
2.3	APPLICATION AND INTERPRETATION OF DEVELOPMENT STANDARDS	24
2.4	CONDITIONAL ZONING DISTRICTS	27

Zoning Map

- Assigns a district to every property in the Town
- New districts were assigned based on the current district that most closely matches the new one



RR - Rural Residential	MXR - Mixed-Use Residential	BRT - Business & Research Technology
SR - Suburban Residential	NMX - Neighborhood Mixed-Use	BRT - Conditional Use
SR - Conditional Use	NMX - Conditional Use	HI - Heavy Industrial
NR - Neighborhood Residential	DMX - Downtown Mixed-Use	HI - Conditional Use
NR - Conditional Use	CB - Community Business	PUD - Planned Unit Development
NCR - Neighborhood Center Residential	CB - Conditional Use	
NCR - Conditional Use	SP - Special District - Conditional Use	

Harris Lake
d Shearon Harris Lake Level

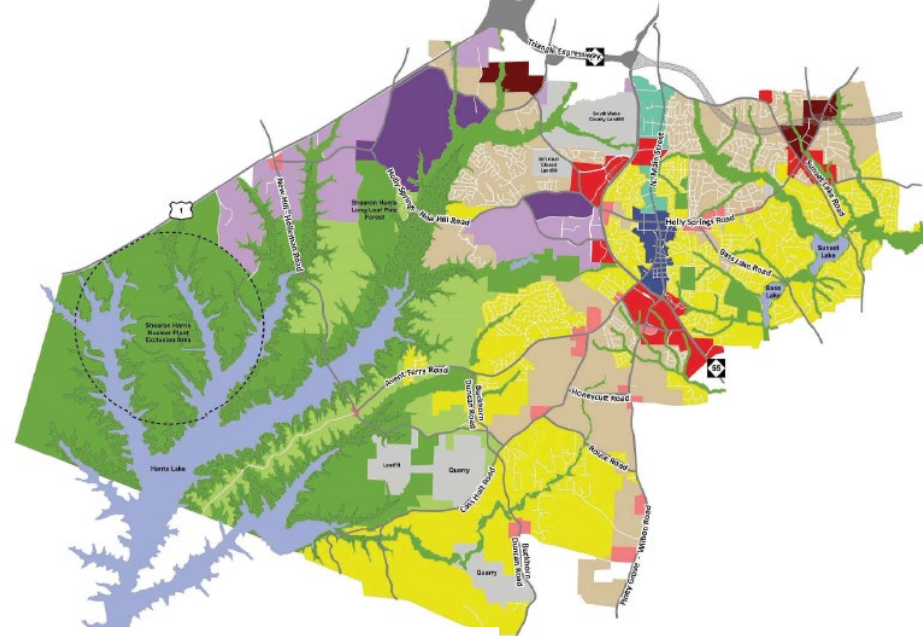


Town of Holly Springs
Zoning

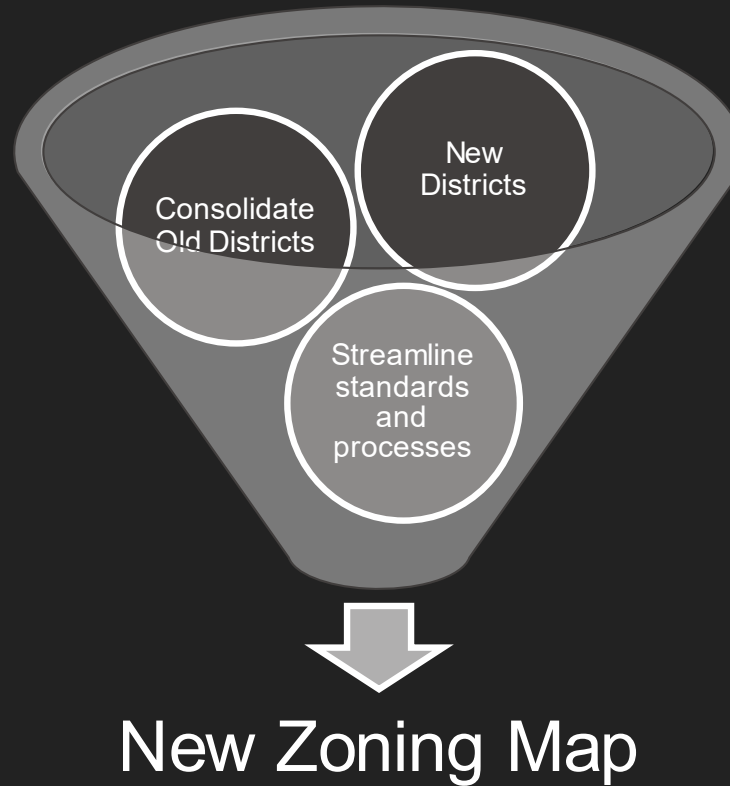
Why Change the Zoning Map



- **Future Land Use (FLU) Map, establishes locations to focus policy changes**
- **Recommendations in the LU&C Plan correlate with potential changes to ordinances**
- **Mixed-use character areas, places to transform**

Page 53 of 457

Unified Development Ordinance Revision



What is Changing...

- District descriptions
- Some permitted uses (mostly in mixed use, commercial and industrial areas)
- Densities and minimum lot sizes
- Setback requirements (generally more permissive)



What is NOT Changing...

- How you currently use your property: current uses are allowed to continue
- Planned Unit Developments (PUDs) remain unchanged
- In residential areas, the general types of uses that are allowed

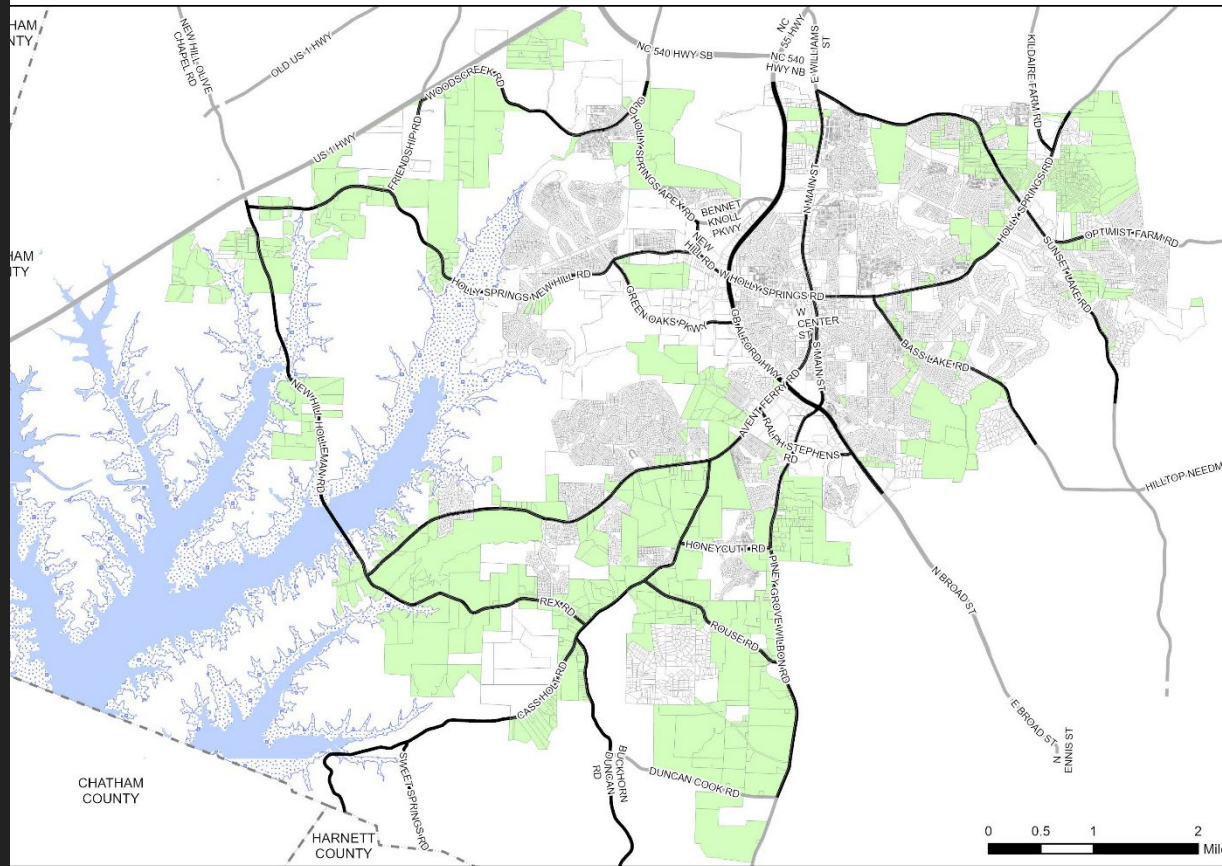


Details on New Districts



Rural Residential

- Formerly R-30 or R-20
- Maximum density: 1 unit per 2 acres
- Smaller lots allowed in Conservation Subdivisions
- Reduced rear setback (25' from 50')



RR - Rural Residential	MXR - Mixed-Use Residential	BRT - Business & Research Technology
SR - Suburban Residential	NMX - Neighborhood Mixed-Use	BRT - Conditional Use
SR - Conditional Use	NMX - Conditional Use	HI - Heavy Industrial
NR - Neighborhood Residential	DMX - Downtown Mixed-Use	HI - Conditional Use
NR - Conditional Use	CB - Community Business	PUD - Planned Unit Development
NCR - Neighborhood Center Residential	CB - Conditional Use	
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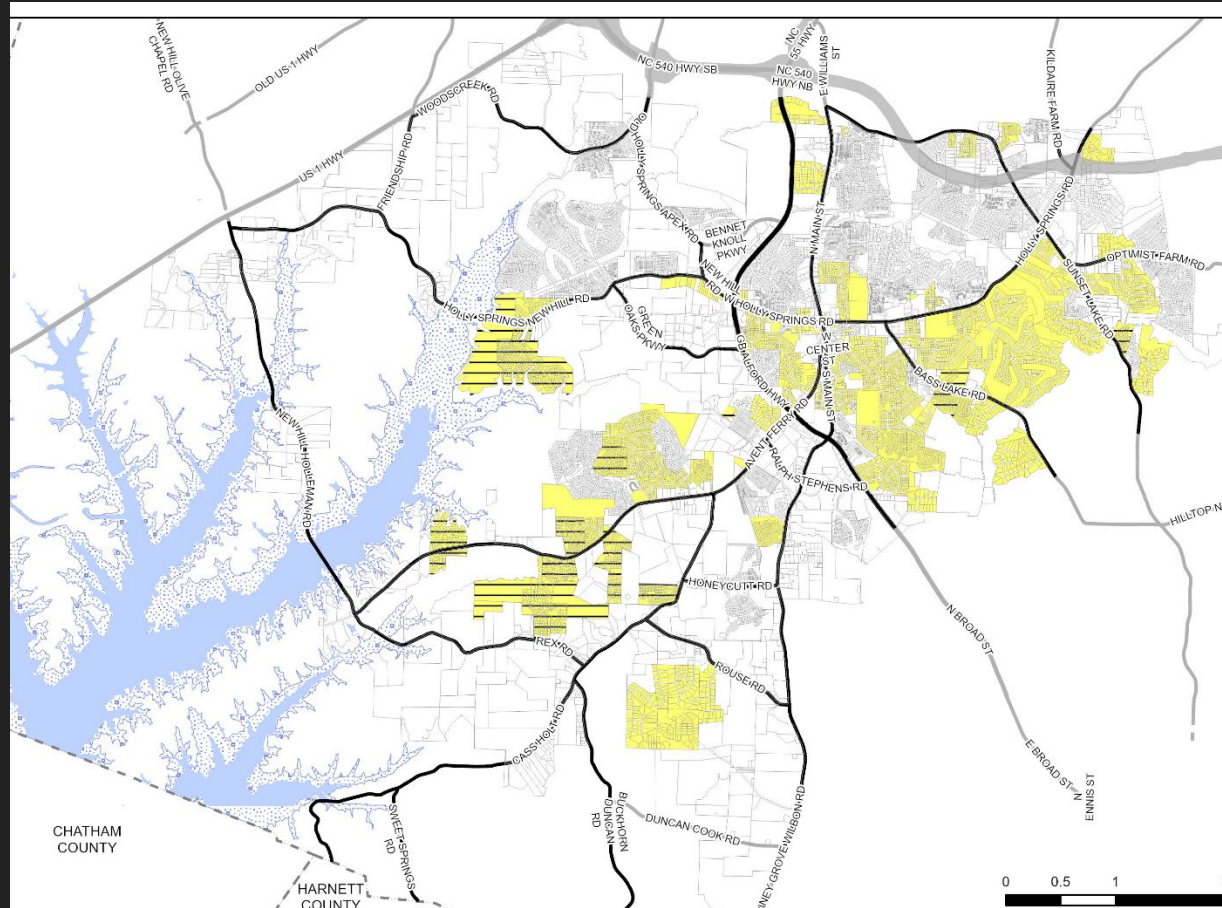


Town of Holly Springs
Zoning Map

The Town expressly denies any and all responsibility for any inaccuracy or for the misuse of data by the user or anyone else. The user understands and agrees to verify the accuracy of the data.

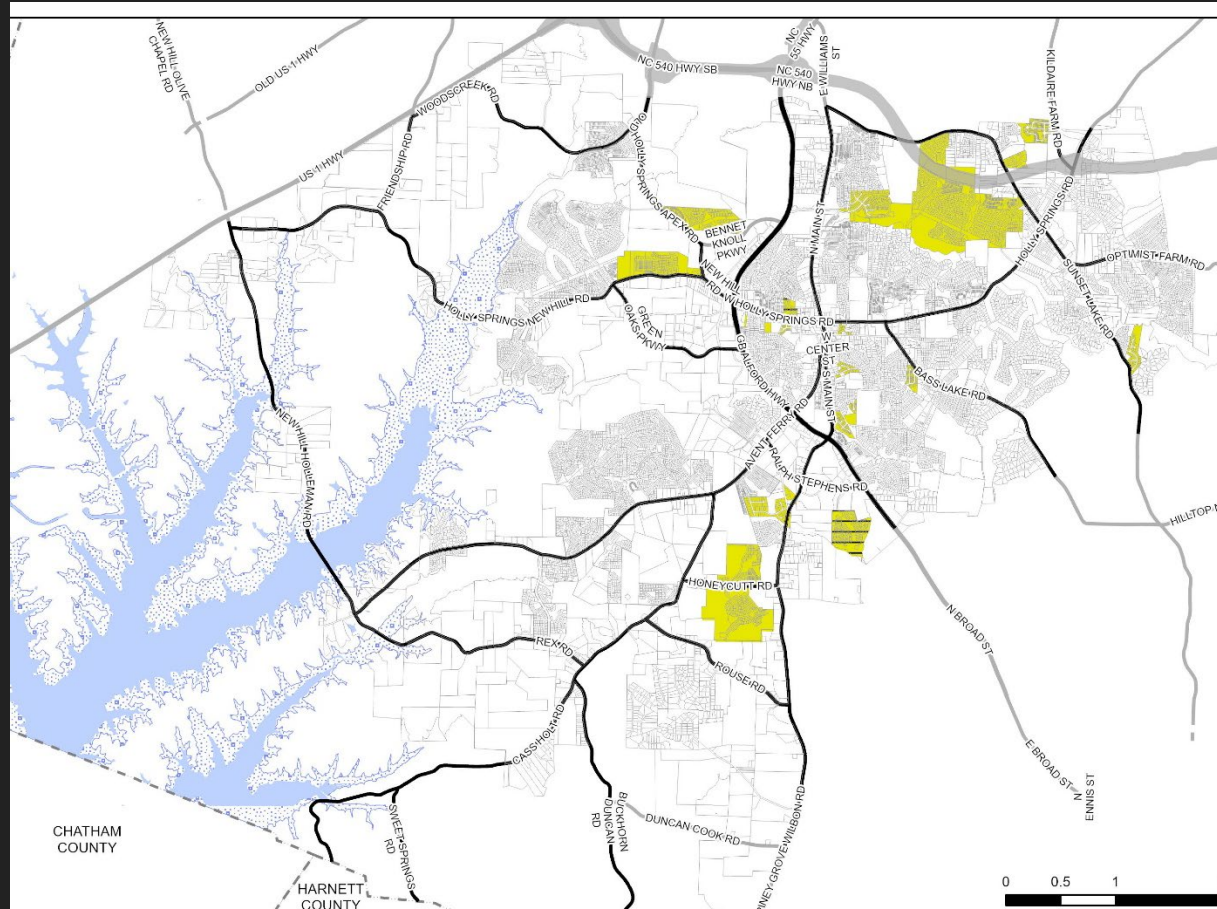
Suburban Residential

- Formerly R-15 or R-10
- Larger min. lot sizes, but more flexibility with Conditional District
- Reduced min. lot width
- Increased side setbacks for principal structures



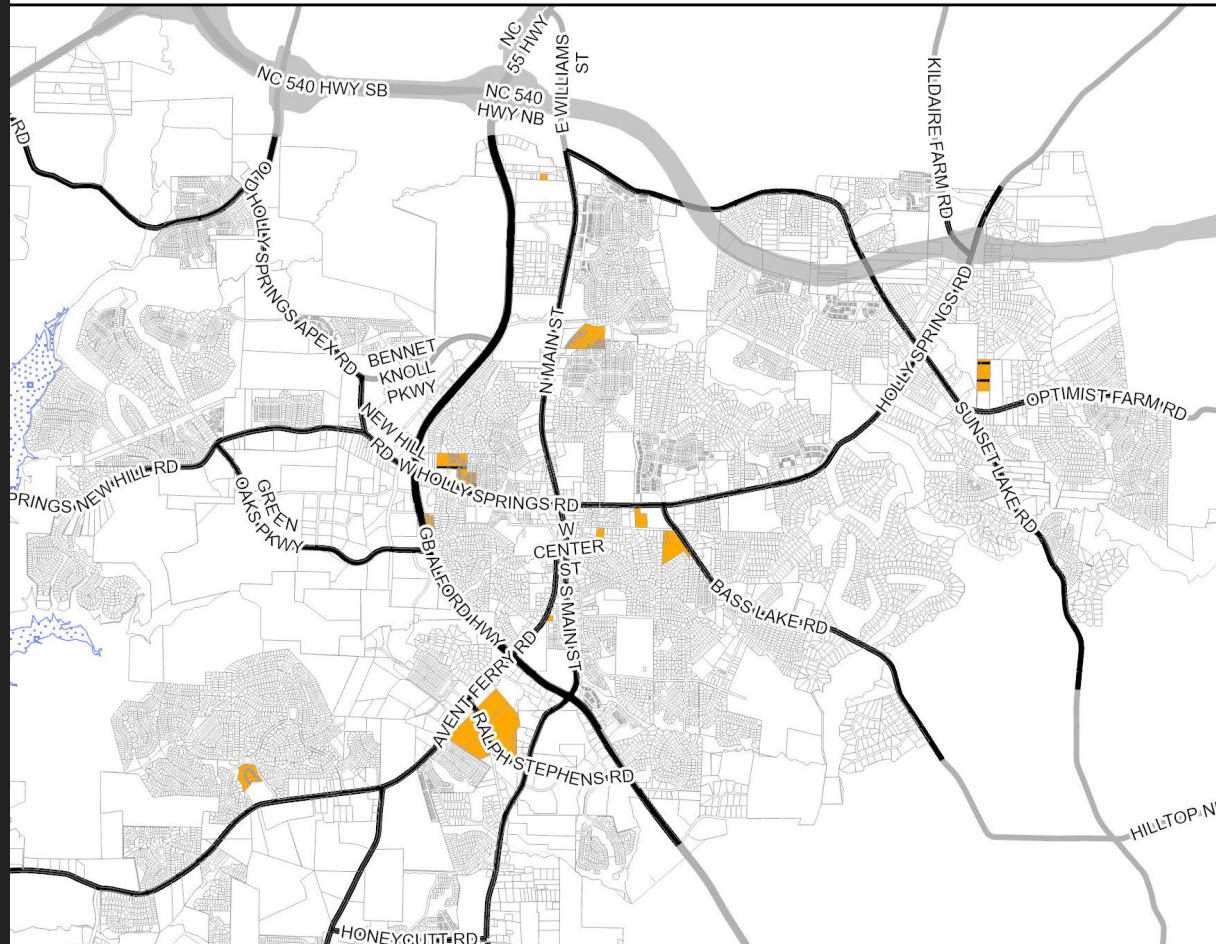
Neighborhood Residential

- Formerly R-8
- Slightly smaller minimum lot sizes/slightly more density allowed
- Reduced min. lot width
- Reduced setbacks
- Attached and detached dwellings allowed



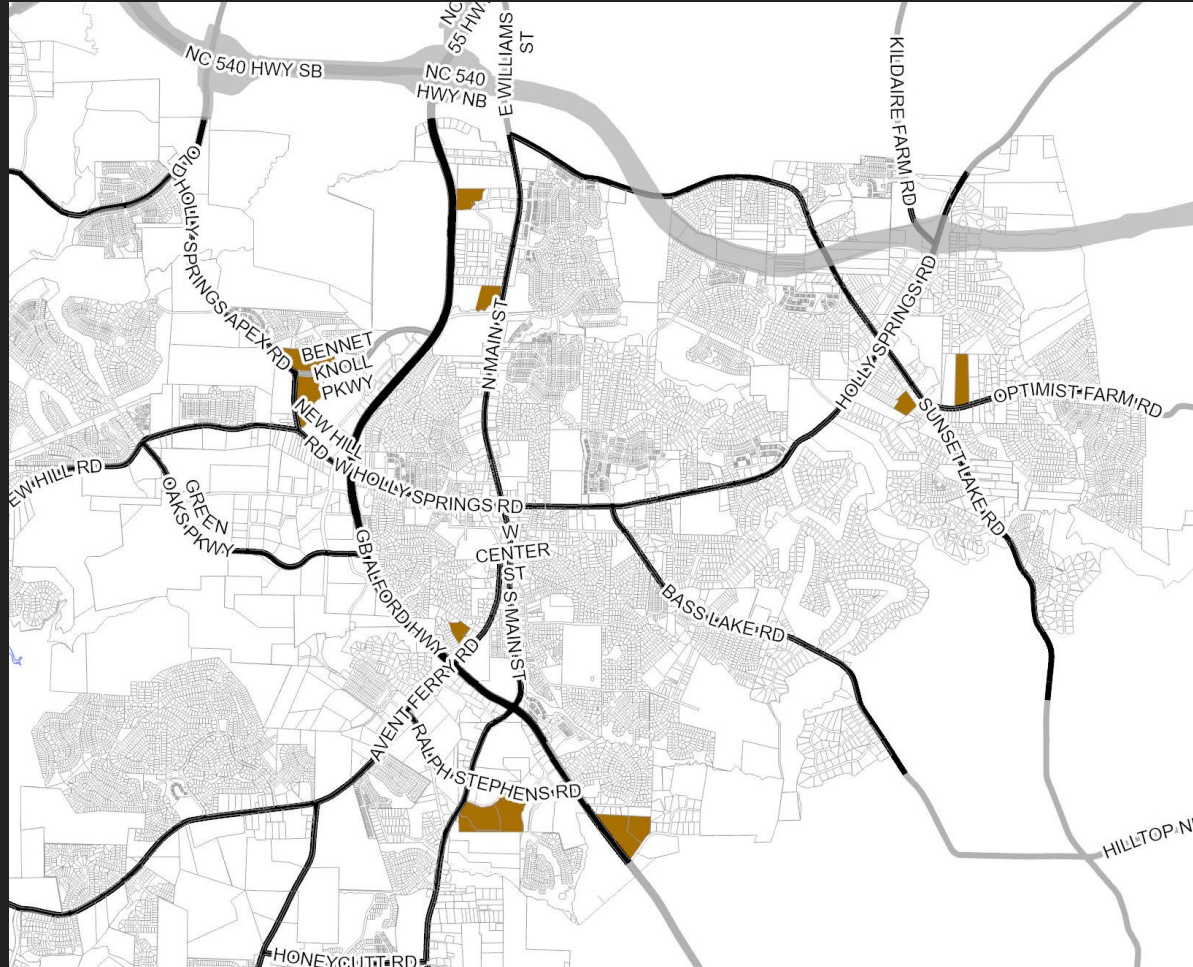
Neighborhood Center Residential

- Formerly R-MF-8
- Reduced front, side and rear setbacks
- Allows detached, attached dwellings and apartments



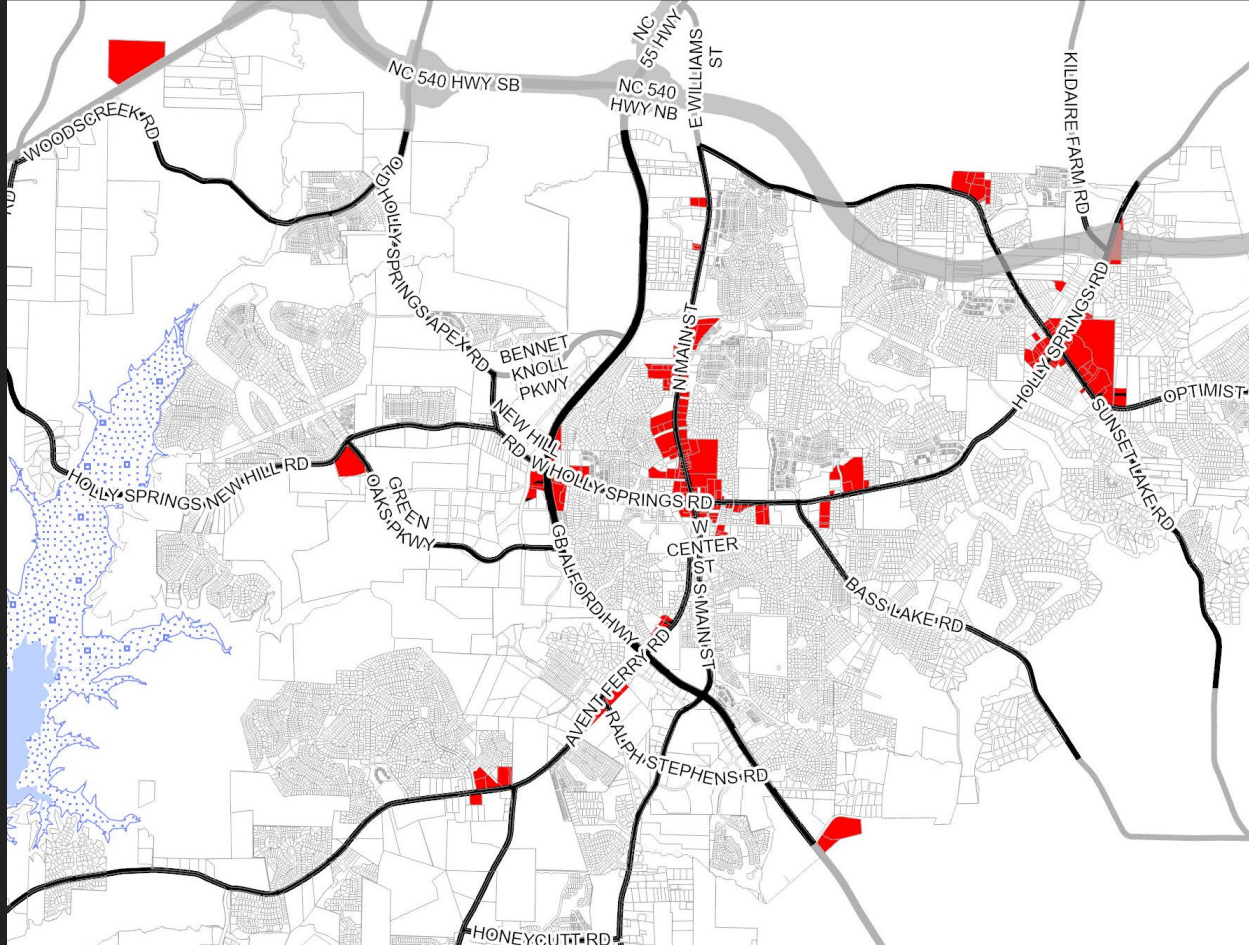
Mixed Use Residential

- Formerly R-MF-15
- Reduced front, side and rear setbacks
- Allows detached, attached dwellings and apartments
- Retail also allowed



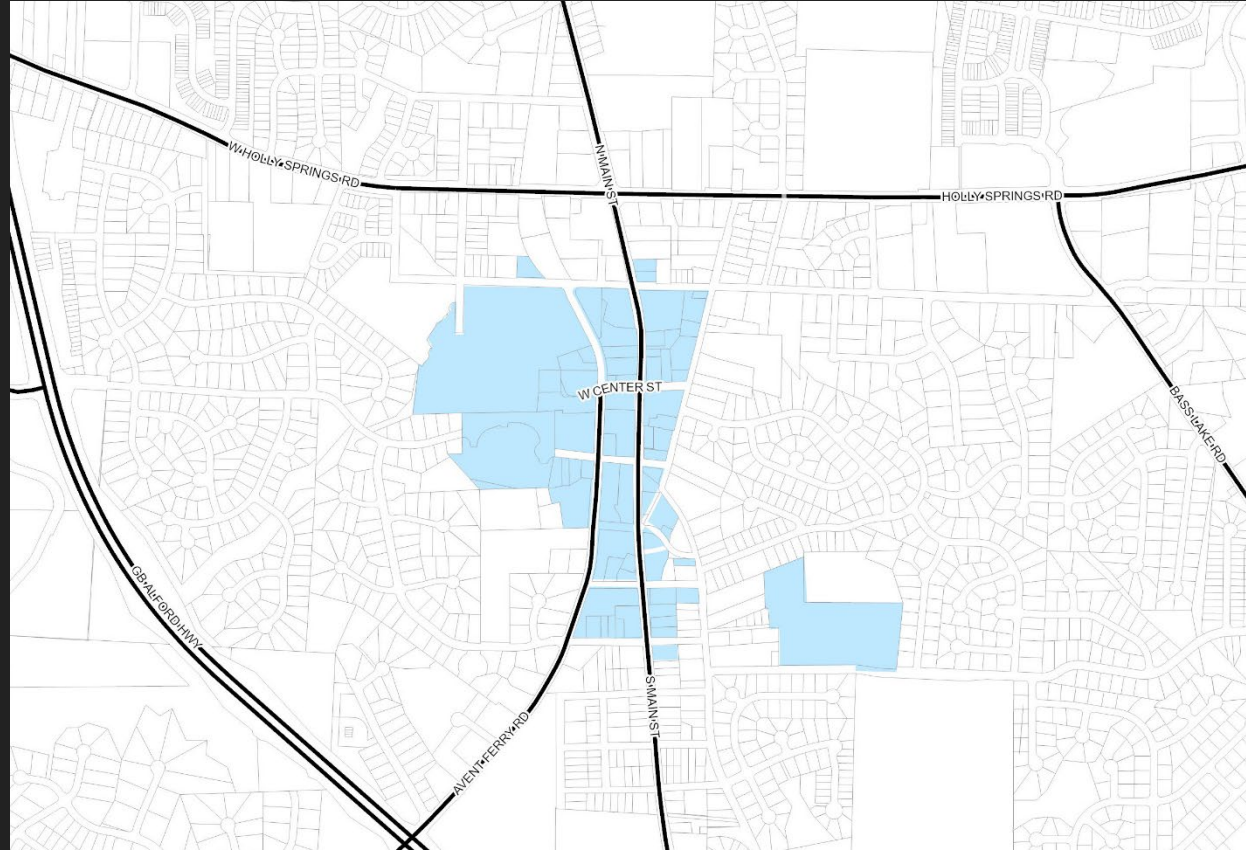
Neighborhood Mixed Use

- Formerly LB Local Business
- Allows detached, attached dwellings
- Allows retail, restaurant, offices and services
- Reduced front, side and rear setbacks



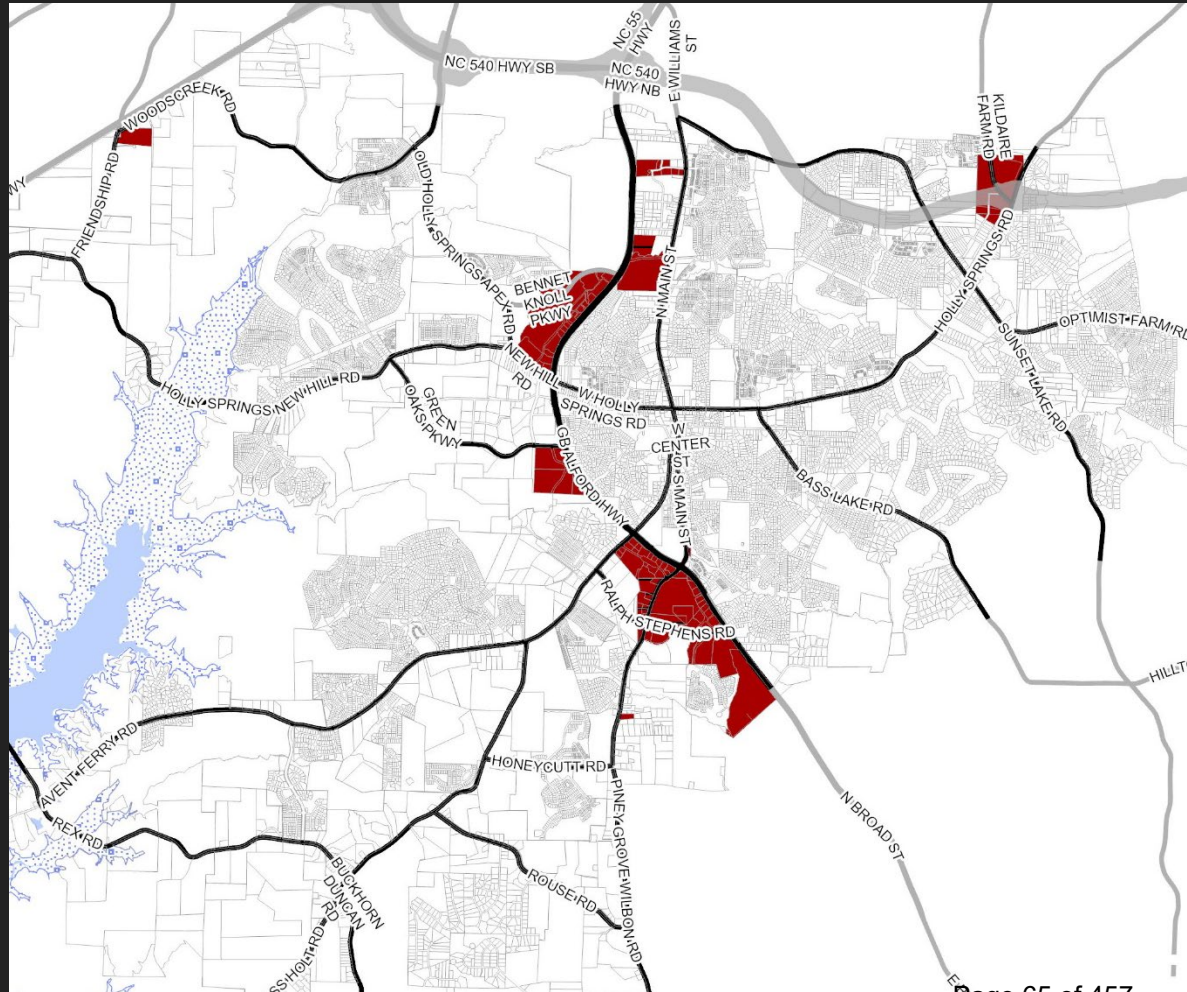
Downtown Mixed Use

- Formerly TV Town Village
- Allows attached dwellings and apartments
- Allows retail, restaurant, offices and services, hotels
- Small changes to setbacks



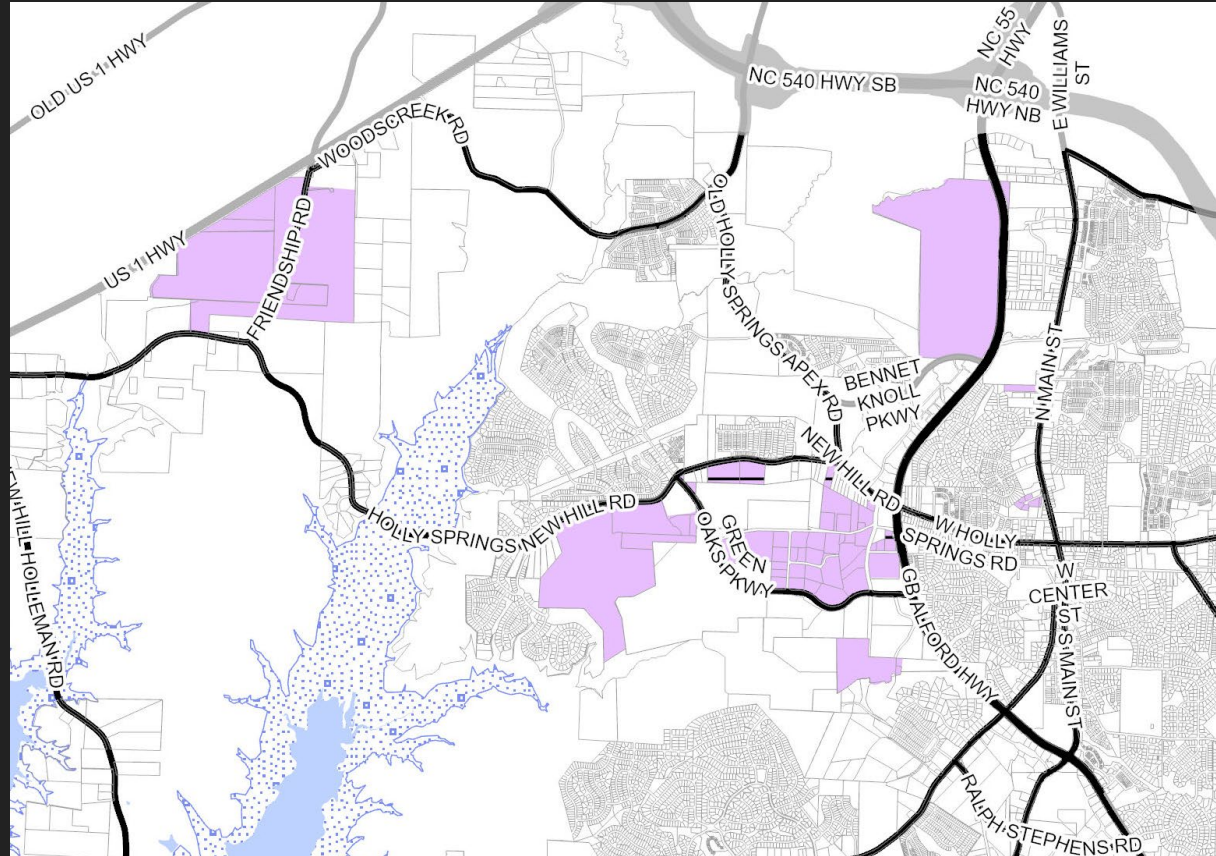
Community Business

- Formerly CB Community Business and GB General Business
- Incorporates most of the uses allowed in each former district
- Allows attached dwellings and apartments
- Reduced setbacks
- Increased height



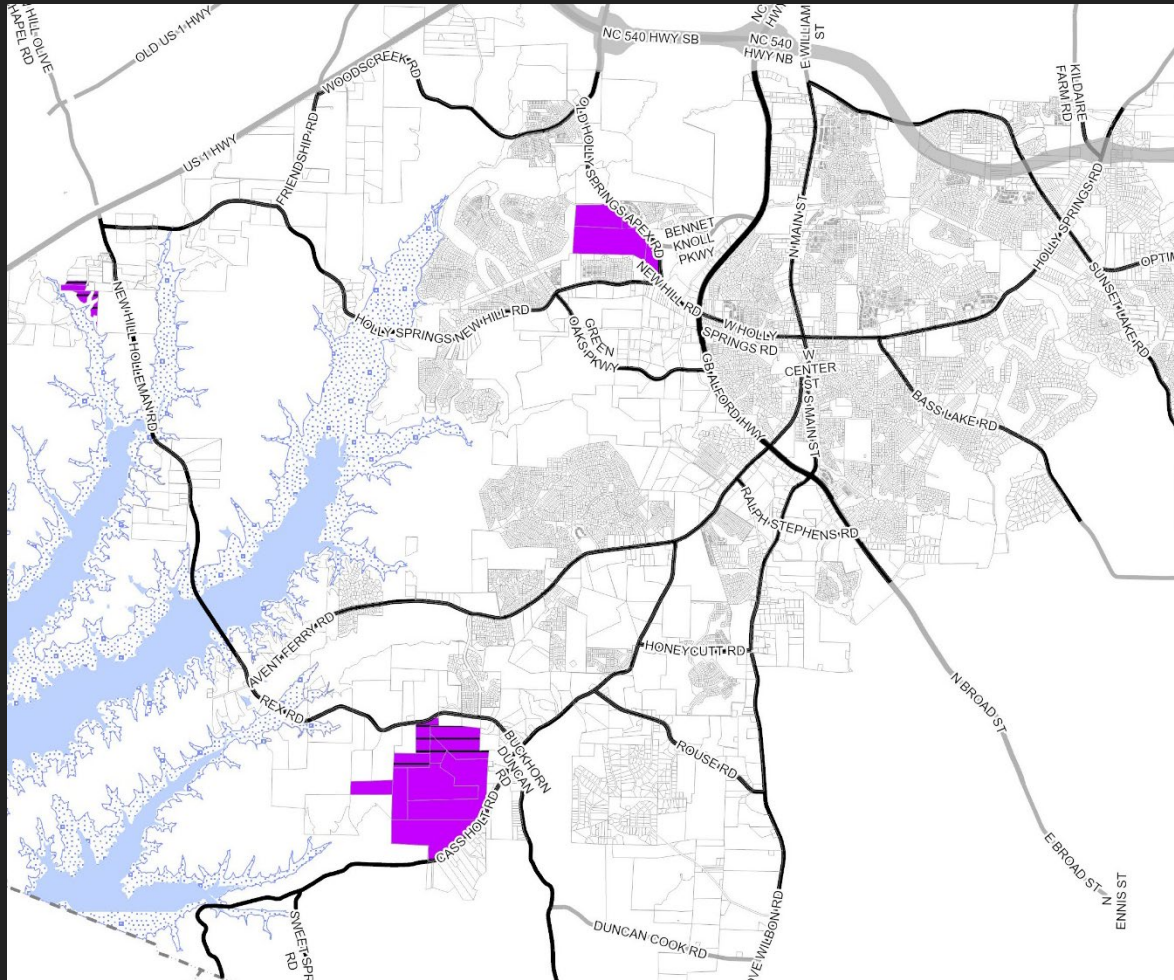
Business, Research and Technology

- Formerly BT Business Technology and RT Research Technology
- Incorporates most of the uses allowed in each former district
- Reduced side and rear setbacks (not next to residential)
- Increased height



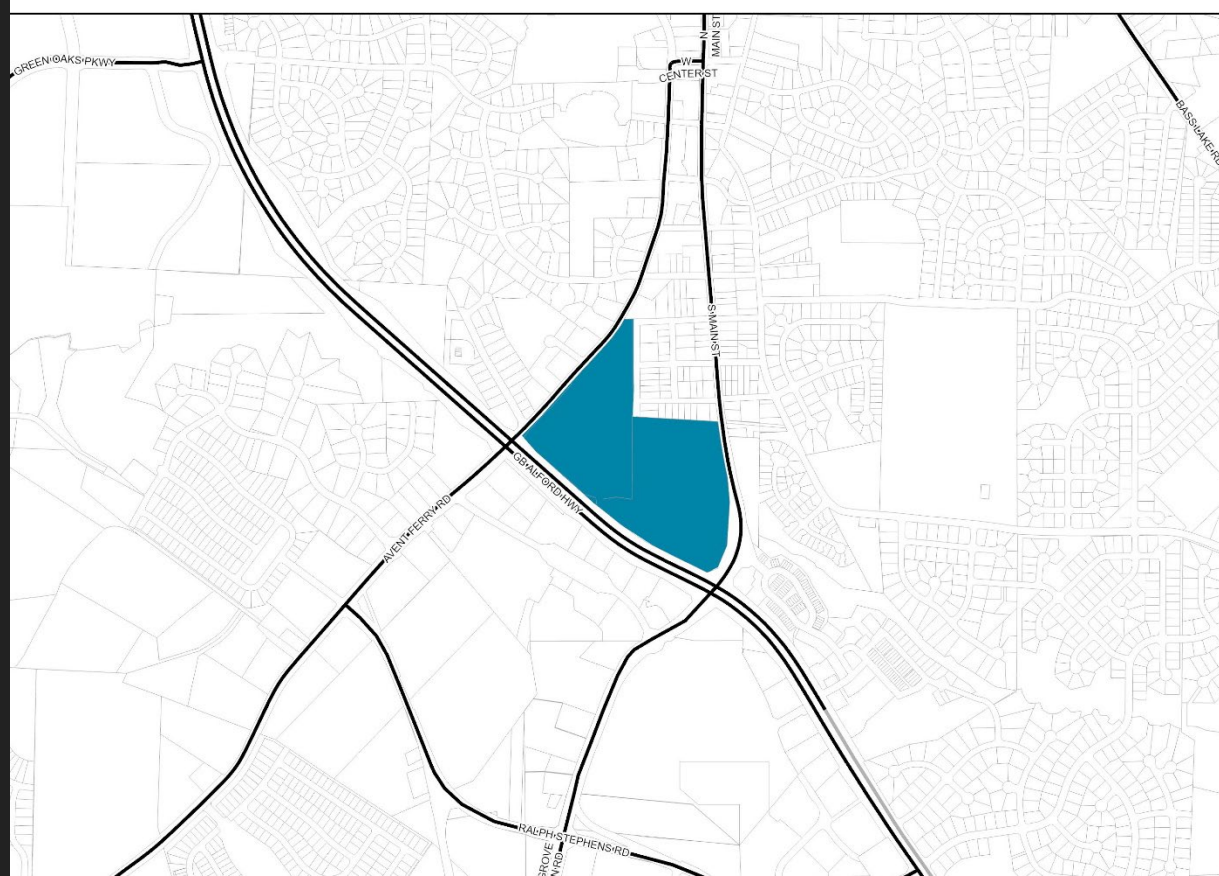
Heavy Industrial

- Formerly IT Industry and Technology
- Manufacturing, industrial processing, outdoor storage, data centers
- Separated by large tree preservation areas



Special District

- Formerly OR Office/
Research & Development
Park
- Employment centers,
office campus, hospitals
- Reduced setbacks
- Larger perimeter buffers
- Only allowed with
Conditional Zoning



Innovation Mixed Use

- New district
- Next generation business park
- Allows industrial, offices, services, research and technology, retail

New District
Not on the Map



Next Steps

Milestone	Timeframe
Public Open House (virtual)	Jan. 26
Public Open House (in-person)	Jan. 27
Planning Board Recommendation	Feb. 22
Town Council Public Hearing & Adoption	March 1



Frequently Asked Questions



FAQs

Q: How can I find out if my zoning is changing?

A: Visit our website at www.hollyspringsnc.us/Zone and search for your property on the interactive map.



ZONING MAP UPDATE

The Town of Holly Springs is updating its zoning map. The zoning map outlines the different zoning districts in the town's jurisdiction, showing where different kinds of buildings can be constructed and how buildings can be used (as homes, shops, offices, etc.).

For all developed properties and farms, the current use of the property will be permitted to continue. For most residential subdivisions, the zoning map update reflects a comparable residential zoning category and will not impact the use of your property.



Click Here



MAP IT!

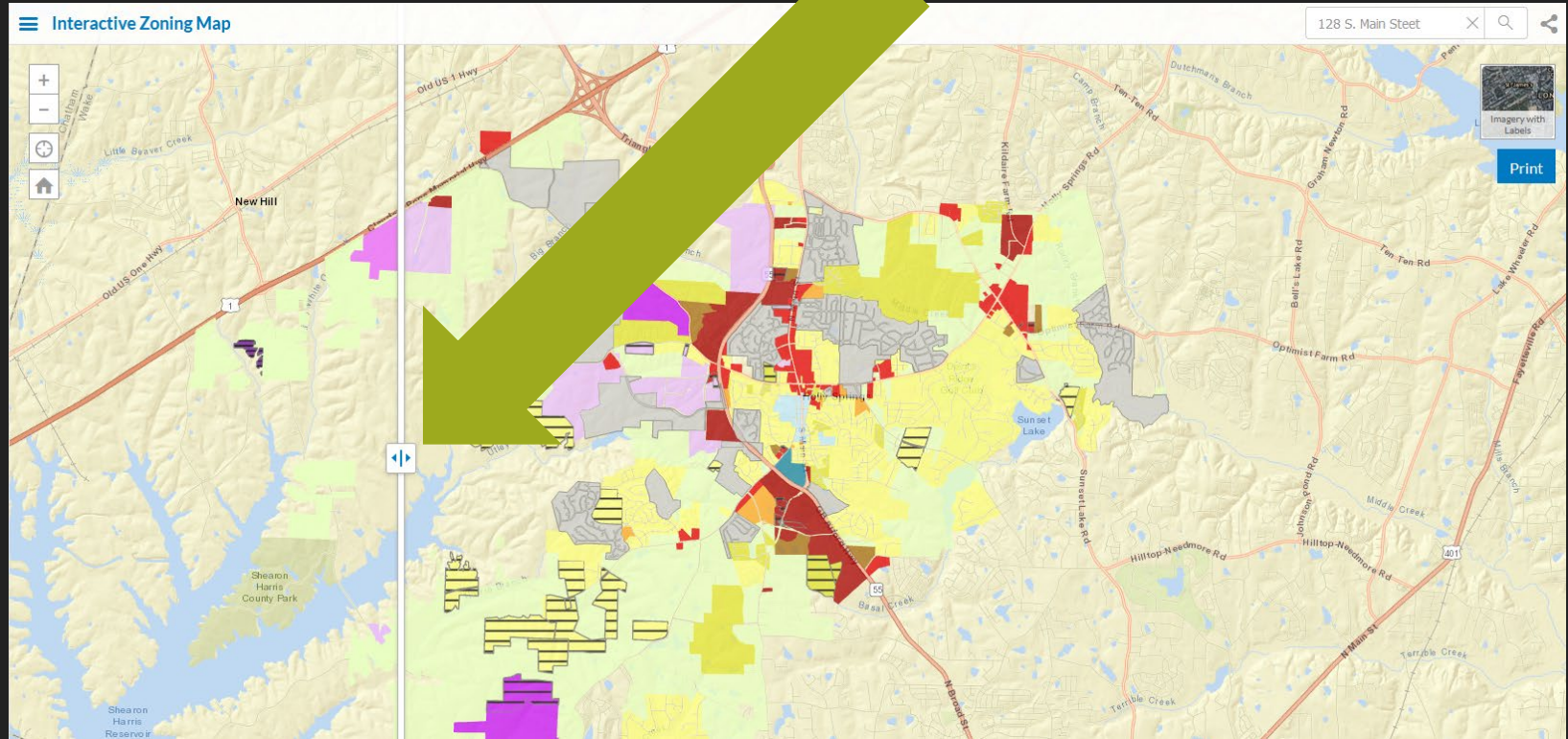
Look up your property on
an interactive map.

- [Click here to look up your property's zoning on an interactive map.](#) Links on the map provide detailed information about your property's current and proposed zoning.
- Or, call Holly Springs Development Services at (919) 557-3908.

Prior to the Town Council Public Hearing scheduled for March 1, the Town is hosting two public information sessions to allow property owners to learn more about this proposal.

FAQs

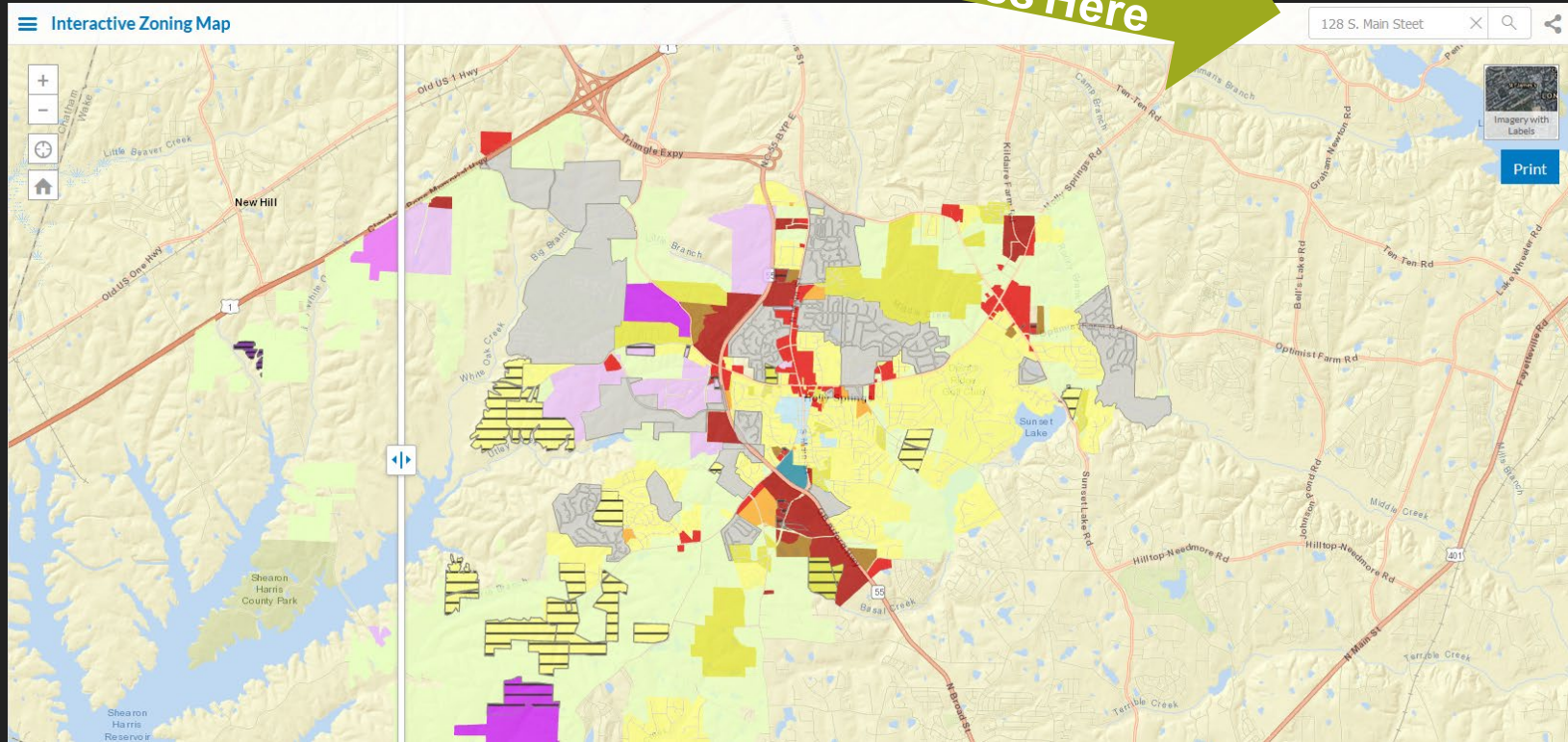
Move the slide bar to see the current vs proposed zoning map



www.hollyspringsnc.us/Zone

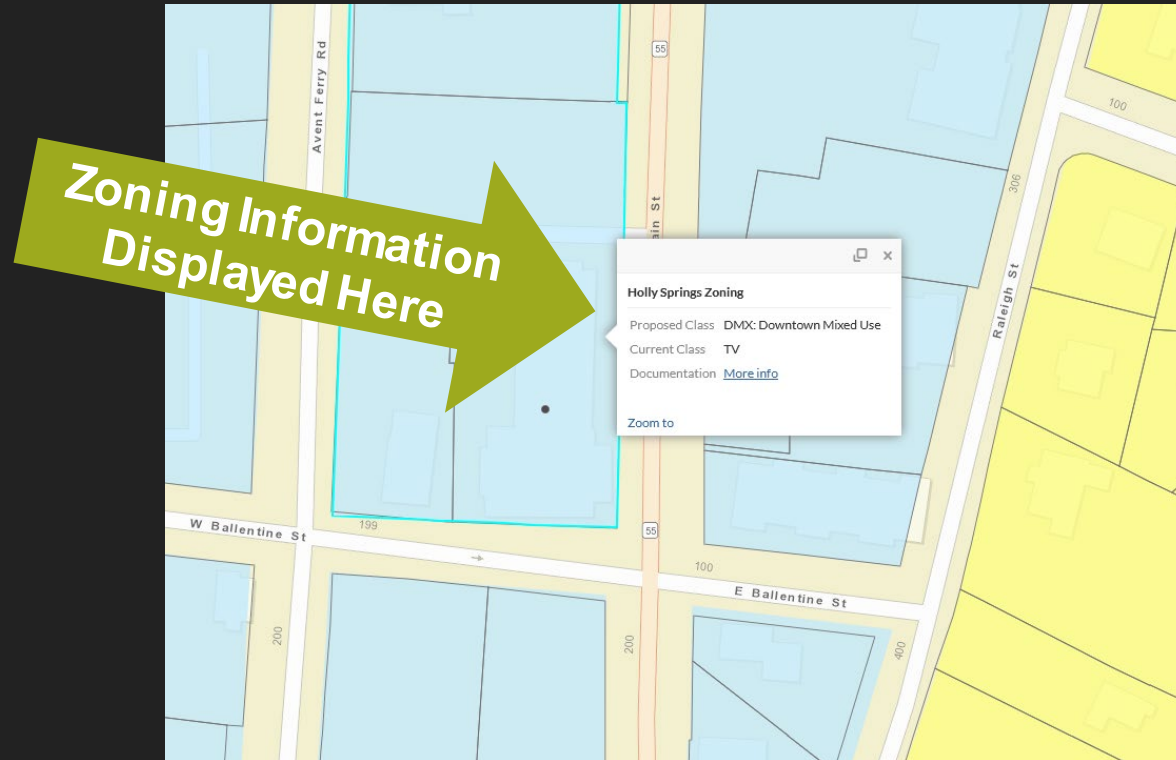
FAQs

**Search Your
Address Here**



www.hollyspringsnc.us/Zone

FAQs



www.hollyspringsnc.us/Zone

FAQs

Q: Is the zoning reassignment specific to just my property, or are all properties being reassigned?

A: All properties in Town, with the exception of Planned Unit Developments (PUDs), are being reassigned to a new zoning district that is the most comparable to the current zoning district.



FAQs

Q: Can I keep my current zoning district?

A: No. All the current zoning districts have been modified with the new Unified Development Ordinance and all parcels, with the exception of Planned Unit Developments, will need to be reassigned to a new district.



FAQs

Q: Are the permitted uses in each district changing?

A: Some uses are changing, mainly in mixed-use, commercial and industrial districts. In residential districts, the general types of uses that are allowed are not changing (detached, attached, and multifamily uses).

FAQs

Q: Will my building setbacks change? And if so, what about my current home/structures?

A: For the most part, setback requirements in the new districts are comparable or less restrictive than the current districts. Structures that sit within a required setback are allowed to remain and can be repaired and maintained. Any expansions or alterations will need to meet the new setback requirements.

FAQs

Q: Will the new zoning district change the tax rate on my property?

A: No. The property tax rate is established annually by the Town Council and is not based on the zoning district of a property.



FAQs

Q: If I am not in the Town limits, will I have to be annexed?

A: No. The zoning reassignment does not impact whether you are in the Town limits.



FAQs

Q: When is the public hearing?

A: March 1 at 7:00 pm at Town Hall. Visit the project website for details and updates:

<https://www.hollyspringsnc.us/Zone>



Questions and Discussion



How to Participate in the Virtual Open House

- Type questions in the chat box, and a staff member or consultant will respond
- We will monitor the chat and pose your questions to the presenters
- If you have more specific questions that are not answered here, please contact us at:
 - **(919) 557-3908**
 - **developmentservices@hollyspringsnc.gov**
 - Or attend the in-person open house:

Thursday January 27, 9am – 1pm
Holly Springs Cultural Center



We are taking a break.
We will return at 30
minutes after the hour

Presentations start at
4:30, 5:30, 6:30 and 7:30

Town of Holly Springs, NC
Zoning Reassignment
Public Open House





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Requests & Communications

Title: Secondary and Cumulative Impacts Master Mitigation Plan (SCIMMP) Update

Strategic Priority Area: Responsible & Balanced Growth
Organizational Excellence

Staff Resource: Daniel Colavito, Utilities and Infrastructure

Action(s):

Provide Council with an update regarding the required Secondary and Cumulative Impacts Master Mitigation Plan (SCIMMP) 5-year submittal and acceptance by NCDEQ.

Explanation:

- The Secondary and Cumulative Impacts Master Mitigation Plan (SCIMMP) provides for a holistic review of the environmental impacts associated with planned land use changes and infrastructure projects required to accommodate future population growth. Specifically, for projects that involve public funding and that exceed certain minimum criteria, the North Carolina (State) Environmental Policy Act (SEPA) requires that they include the preparation of an environmental document (environmental assessment (EA)) or environmental impact statement (EIS) that outlines the direct, indirect and cumulative impacts to natural, cultural and historical resources.
- The Town of Holly Springs has a Memorandum of Agreement (MOA) with the North Carolina Department of Environmental Quality (NCDEQ), outlining how the SCIMMP will be used, the time period during which it can be cited, and circumstances requiring an update.
- The Town entered into this MOA in order to help avoid inefficiencies for both the regulatory agencies and the regulated community, a SCIMMP was developed to address secondary and cumulative impacts for all planned town infrastructure.
- This plan is required to be updated, reviewed and approved by NCDEQ on the agreed upon schedule as outlined in the original MOA.

Background:

- The North Carolina Environmental Policy Act (SEPA) requires environmental assessments (EA) or environmental impact statements (EIS) for projects that involve public funding, outlining the direct, indirect (secondary), and cumulative impacts to natural, cultural, and historical resources. Highlights from the recent update include:
 - Wastewater planning updates to include Utley Creek WRF upgrades and permit to expand effluent line
 - Updates to Town's utility values
 - I-540 construction status updates
 - Updates to federally listed species
 - Existing + Future Land Use updates
 - Addition of several residential subdivisions and non-residential projects, predominantly located on the south side of Holly Springs

- Updated National Pollutant Discharge Elimination System (NPDES) Post Construction Stormwater references

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: Approve the minutes of the February 1, 2022 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 February 1, 2022.

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. 2.1.22 minutes-DRAFT



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, February 1, 2022. Mayor Mayefskie 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 Mayefskie, Mayor Pro Tem Dan Berry, Council members Aaron Wolff, Timothy Forrest and Kristi Bennett.

Council Members Present by Electronic Means: Council member Shaun McGrath.

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Scott Chase, *Assistant Town Manager*; Daniel Weeks, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Jeff Wilson, *Director, IT*; Mathew Mutter, *IT*; Kendra Parrish, *Executive Director of Utilities & Infrastructure*; Tim Athy, *Utilities and Infrastructure*; Chris Hills, *Director, Development Services*; Cheryl Caines, *Development Services*; Elizabeth Goodson, *Development Services*; Corey Petersohn, *Administration*; Cassie Hack, *Director, Communications*; Irena Krstanovic, *Director, Economic Development*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Jonathan Sherrod of Kirk of Holly Springs Presbyterian.

4. Agenda Adjustment: The February 1, 2022 meeting agenda was adopted with changes, if any, as listed: move the Parks and Recreation Ordinance Amendment to Unfinished Business.

Motion: Berry
Second: Wolff
Vote: Unanimous

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

The following written comments were received: none.

The following comments were received in person: Van Crandall, Salem Ridge Road, spoke against the planned merger of the Planning Board and Board of Adjustment.

REQUESTS AND COMMUNICATIONS

5. LaunchHOLLYSPRINGS Update

Robert Shimmel, LaunchHOLLYSPRINGS Program Manager, gave an overview of the history and purpose of the organization. He said the group was dedicated to supporting the underserved, including underfunded and/or minority-women entrepreneurs, to build successful businesses to support the overall local economy. The four-part program includes an intensive 10-week Business Skills & Strategies Training, networking opportunities, six months mentoring with an experienced entrepreneur, and access to microloan capital. He said Launch has expanded their

community networking. He gave highlights of the successes of past cohorts, and the activities of the current cohort. He described the partnerships between LaunchHOLLYSPRINGS and the Holly Springs Chamber of Commerce and thanked the Town of Holly Springs for being a Sustaining Sponsor.

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 Forrest and a unanimous vote. The following actions were affected:

6. Minutes – Council approved the minutes of the workshop meeting held January 11, 2022 and the business meeting held January 18, 2022.

7. Adoption of Updated Records Retention Schedule – The Council adopted Resolution 22-01, adopting the NC Department of Cultural Resources General Records Retention Schedule and Program Records Retention Schedule.

A copy of Resolution 22-01 is attached to these minutes.

PUBLIC HEARINGS

8. D1 Training Special Exception Use 21-SEU-07

Cheryl Caines, Development Services, said the purpose of this item was to hold a quasi-judicial hearing to consider a request for a Special Exception Use (SEU) for an athletic training facility. She located the premises at 250 Premier Drive within the business park. The property is designated Business and Industrial on the Future Land Use Plan and is zoned RT: Research and Technology. In the RT zone athletic training facilities require a Special Exception Use. The previous tenant had a SEU for an athletic training facility but it was very specific to that business. No changes are proposed to the exterior of the site. Should this tenant leave, the new UDO would not permit this use.

Ernie Carpico, Planning Board, said that the Planning Board recommended approval with a vote of 8-0. The Planning Board discussed parking and noise. They were satisfied that the additional interior insulation would be sufficient as is the current parking.

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

Ms. Missy Adams, from D1 said that she, her husband, are 9 year residents of Holly Springs and are very involved in the athletic scene. She said that D1 Training is a membership-based gym and boutique fitness franchise that provides individual and group training classes in a state-of-the-art facility. She gave an overview of the business. She said that there are no proposed changes to the exterior of the building with the exception of the allowed signage. She said adequate parking and walkways are available for pedestrian safety, and popular D1 operating times are outside the core operating times for the adjacent businesses and no impacts on the adjoining properties are anticipated. She said that the facility has adequate operational and safety services in place and all staff will be trained in safety and have background checks done. She said the floor would not be concrete and there would be added insulation to reduce noise. She said there would be no impact to the other businesses in the area. She said the business would be family oriented. She said she expects 6-8 am to be adult training, 9-4 would be individual one-on-one training, and 4-9 would be small group training for student athletes. Most of that would occur after other businesses close so it would not impact other businesses.

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

Action: Motion to adopt Resolution 22-02 to make and accept the Findings of Fact for consideration of an to approve the SEU, with the conditions listed in the agenda packet.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

A copy of Resolution 22-02 is attached to these minutes.

NEW BUSINESS

9. Holly Springs Rd. Widening – Phase 2 (Transportation Bond) Project – Construction Contracts

Kendra Parrish, Executive Director of Utilities and Infrastructure, said the purpose of this item was to consider awarding construction contract for the Holly Springs Rd. Widening Phase 2. This is the flagship project of the transportation bond projects. The area is 1.5 miles of Holly Springs Road, from Flint Point Lane to Sunset Lake Road. Construction is anticipated to start in the first quarter of 2022 and to be complete by the first quarter of 2025. She outlined what makes this project stand out. She said this project would relieve congestion and thus improve safety. The coming of 540 to this area will bring more traffic to this area. This will enhance safety around the elementary school and middle school in the area for pedestrian and vehicle traffic. There are advanced technology crosswalks, and a roundabout to keep traffic moving and enhance pedestrian safety. The 8-foot sidewalks will allow for pedestrian and bicycle connections to neighborhoods and the new Arbor Creek Middle Creek Greenway. A new two-span bridge will alleviate flooding of Holly Springs Road at Middle Creek, which has required road closures. This is a main artery in and out of town.

She said the February 2020 total project cost estimate was \$18.7 million. With design, utility relocations, right of way acquisition, construction inspection services, permits, and recent bid opening, the updated total project cost is projected to be \$37.2 million, leaving a funding gap of \$18.5 million. She said this was discussed at Council's January workshop, where Council directed that the goal would be to close the funding gap with bond funds, while reserving remaining bond funds for three other active bond projects: Hwy 55 right turn lane, Main St. Right turn lane, and Downtown Avenet Ferry Rd. realignment.

Council member Bennett asked how this would impact school traffic. Ms. Parrish explained that the contractor and transportation engineer were working closely with the schools and would provide real-time updates to school staff and parents through an online dashboard and other means. She said the work would start at the bridge location, but given that it is a three-year project, it would be impossible to avoid the school year entirely.

MPT Berry asked for an explanation of the reallocation of bond funds and how that would impact Phase 1. Ms. Parrish said staff would like to ask CAMPO to move grant funds but are uncertain of the result. She said at the retreat staff and Council would explore different funding scenarios for Phase 1.

MPT Berry asked about the breakdown of the funding, when the second bond issuance would be, and mileposts for invoicing. Randy Harrington, Town Manager, said that at this point we would stay with our current schedule. Portions would be pre-funded by the town and reimbursed with the second bond issuance. Ms. Parrish said that there would be periods of time when invoices go up or down, but the project is neither front loaded, nor back loaded. Mr. Harrington said he feels comfortable that the Town has the funds to move forward.

Council member McGrath said he wanted to be sure that there is a solid communications plan in place highlighting the strategic importance of this project and he felt that staff addressed that adequately. This is a major artery and with NC 540 coming, this will make it possible for traffic to get to downtown and to our business park. He said he was concerned about the cost inflation, but felt that that was out of our control at this point.

Council member Forrest thanked staff for working to fight rising costs and finding different funding sources to cover rising construction costs. He said the timeline coinciding with the 540 project makes this a “just in time” project and the safety issues along Holly Springs Road alone are worth seeing that this project gets done.

MPT Berry asked if there were contract locks on materials costs. John Schifano, Town Attorney, said that this is a publicly bid contract for a sum certain. Barring an Act of God they are required to deliver at those costs. There have been allowances within the costs for anticipated change orders.

There was discussion on whether materials could be pre-positioned to keep costs down. MPT Berry said that this was a critical project that was only possible because of prior years, or decades, of fiscal responsibility.

Mr. Harrington said that he would have Antwan Morrison, Finance Director, follow up by email with further answers to Council’s questions on the bond issuance timing. He thanked Kendra Parrish, Tim Athy, Aaron Levitt, John Schifano, and other staff who worked hard to get the town where it is on this project. It is a complicated project and there has been a lot of hard work to get us where we are today.

Action: Motion to approve Fred Smith Company construction contract in the amount of \$22,186,104.30.

Motion by: Wolff
Second by: Forrest
Vote: unanimous

Action: Motion to approve Kimley-Horn Associates Construction Engineering & Inspections (CEI) and Contract Administration (CA) contracts in the amount of \$2,691,355.

Motion by: Wolff
Second by: Forrest
Vote: unanimous

Action: Motion to authorize the Town Manager to request an additional \$2 million in Federal grant gap funding from the Capital Area Metropolitan Planning Organization (CAMPO) for Holly Springs Rd. – Phase 2.

Motion by: Wolff
Second by: Berry
Vote: unanimous

Mayor Pro Tem Berry asked if Council could table the motion regarding reallocation of funds by CAMPO until after the retreat if it does not affect the rest of the action. Randy Harrington, Town Manager said Council could table it and make the decision at the retreat after the discussion. Or they could approve it tonight and modify it after the retreat. Consensus was to not act on the proposed motion to request reallocation by CAMPO of the \$2 million State grant funds currently set aside for Holly Springs Road Phase 1 until after the retreat.

Action: Motion to authorize the Town Manager to negotiate, sign, and execute any other required agreements, amendments, or change orders necessary to deliver the Holly Springs Rd. Phase 2 project that are consistent with prior Council action, direction, and within the project budget and approved funding sources.

Motion by: Wolff
Second by: Forrest
Vote: unanimous

Mayor Mayefskie spoke about attending the Transportation Summit, said it was a thought provoking event and he learned a lot. Also he and Council member Bennett and he attended the Essentials of Municipal Government class and were pleased with the thought provoking material presented, but felt they had been well prepared by staff.

UNFINISHED BUSINESS

10. Park Ordinance Amendment Regarding Professional Photography in Public Parks

LeeAnn Plumer, Director of Parks and Recreation, said that the purpose of this item was to consider amendments to the Parks and Recreation Ordinance to include provisions for an annual professional photography/videography permit and to update regulations regarding professional photography in public parks, and to amend the fee schedule to add an Annual Professional Photography/Videography Permit Fee in the amount of \$100. She said the current ordinance says that professional photography is permitted as long as areas are not restricted to general park users but that the use of equipment such as props, lights, screens, etc. is not permitted. Staff wanted to revisit the policy to ensure the preservation of inviting and clean park spaces while clarifying the language around photography props. She said there would be administrative rules around the specifics of the definition of “props” and on whether insurance would be required. The amended ordinance allows for administrative regulations on the use of props and the prohibition of certain items, which gives more flexibility. Proof of insurance will not be required as the risk level is low compared to the administrative costs of managing an insurance requirement.

MPT Berry asked why proof of insurance would not be required. John Schifano, Town Attorney, said the town would not be liable for a photographer injuring someone in a park under regular liability rules. The question would be could someone sue the town for “premise liability” and the answer is no. We did say that if a photographer is going to use more complex props, and the Parks and Recreation director were to allow that prop to be used, at that point the applicant would have to provide insurance with the Town named as an additional insured. Showing proof of insurance doesn’t do anything unless the Town is named as an additional insured. So that is left for more complex setups. MPT Berry asked if there were enough controls in the ordinance to make sure these situations do not occur. Ms. Plumer said that anything handheld or carried into the park would require additional permission in the process of applying for the permit, and at that time the regulations are clearly spelled out.

Action: Motion to adopt Ordinance 22-01 amending the Parks and Recreation Ordinance Section 10-9: Private for-Profit Activities.

Motion by: Forrest

Second by: Berry

Vote: unanimous

Action: Motion to amend the fee schedule to add an Annual Professional Photography Permit Fee in the amount of \$100.

Motion by: Berry

Second by: Forrest

Vote: unanimous

OTHER BUSINESS

Council member Forrest asked for a copy of the presentation on the merging of the Planning Board and Board of Adjustment. He went on to say that the Town has been contacted by the commander of the Cary American Legion Post 67 and on March 17th, 18th, and 19th they are holding a Veterans Benefits event to assist Veterans with new claims, appeals, and other questions about healthcare through the VA. For more information, contact Richard Spyrisson at

caryVEAC@gmail.com. Council member Forrest said he would encourage all who qualify to attend this event.

Council member Wolff thanked his colleagues for holding down the fort while he was on vacation. The Housing Affordability Committee had its first meeting. The consultant was excellent and the group of residents were engaged and they knew their subject. He said it was a pleasure to work with them and he expects good results from this.

MPT Berry said that Avent Ferry Rd. pavement condition is poor around Autumn Park, and he would like staff to put pressure on NCDOT to fix the potholes. They are patching, but the patches are not sustainable and the potholes reappear. He would like to engage with DOT to accelerate resurfacing or something better than the patching. Randy Harrington, Town Manager said there has been staff engagement with DOT. Originally that section was due for widening, but that got pushed out to 2029. Staff has reached out to DOT to see if they can do something more lasting about the surface before that time. Also, DOT has a place on their website that residents can reach out to DOT and it is helpful for DOT to get that feedback.

MPT Berry said the in the new UDO, one of the things that struck him, was the notification process for adjacent properties. He would like to enhance the notification requirement beyond statutory requirements, and he asked what the best forum to discuss that would be. Randy Harrington said that if it is Council's desire to discuss that in the upcoming retreat there is a time for discussing things that are not otherwise on the agenda and that could be an appropriate forum. There was general consensus to discuss it then.

Council member McGrath thanked staff for preparing him for CAMPO meetings and the discussions coming up. At the last meeting there was approval of LAPP grants. Unfortunately NC55 did not qualify but he tried to highlight the importance of NC55 not only for Holly Springs, but as a regional corridor. He would like to bring that back to CAMPO, given the current discussion. He said that Money Magazine said that Holly Springs was the best place to sell a home. And he highlighted the increases in real estate values in town. As we talk about growth, there is a high demand to live in our community. Council member Forrest said this is another great reason that housing affordability discussions need to continue as we move on.

MANAGER'S REPORT

Randy Harrington, Town Manager, said that the Town turned 145 on January 26th. So Happy Birthday to Holly Springs. He thanked the Holly Springs Food Cupboard which sent a certificate of recognition to the Town for donating 1,288 pounds of food to the Food Cupboard. He highlighted some events coming up at the Cultural Center: *Silvia*, a comedy, will be here this weekend; comedian Nancy Witter will be performing on Feb 11th; and on Feb 18th there is a celebration of the power of the spiritual, celebrating African American music. Recognizing Black History Month, staff has been working on an historical tour. Residents can go to the website to find the interactive tour www.hollyspringsnc.gov/blackhistorytour for a walking tour of the downtown area with audio clips. Finally he said that he and Assistant Town Manager Scott Chase are going to Winston-Salem for the annual winter conference for Town Managers and Mr. Chase will be a panelist for a discussion on housing affordability.

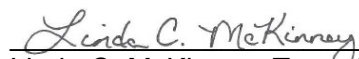
CLOSED SESSION: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(6) to conduct the performance review of the Town Clerk and the Town Attorney.

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

In open session, Council gave direction to the Town Manager to schedule quarterly updates with the Clerk and Attorney at future workshops to stay apprised of current topics, work engagements, and projects.

Adjournment: Council member Wolff made a motion to adjourn at 10:09 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, February 15, 2022.



Linda C. McKinney, Town Clerk

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

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: Administration

Date: 1/7/2022

Reason for Budget Amendment:

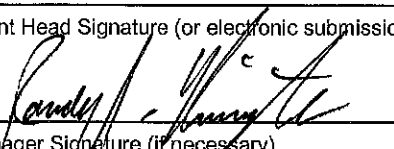
Moving funds within Town Manager's Office to Capital Outlay for funding for a vehicle for the Land Acquisition Position approved by Town Council.

Expense			
Account #	Account Description	Increase	Decrease
10-412-11-12.01	Professional Fees		\$ 15,000
10-450-010-90.02	Capital Outlay Vehicle	\$ 15,000	
30-95.23	Utility Fund End of Year Transfer to Reserves		\$ 15,000
30-450-030-90.02	Capital Outlay Vehicle	\$ 15,000	
Total Expense:		\$ 30,000	\$ 30,000

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

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.

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: Town Clerk

Date: 1/7/2022

Reason for Budget Amendment:

Transferring funds from Admin to Town Clerk to cover the expenses for the expanded and longer Town Council retreat.

Expense			
Account #	Account Description	Increase	Decrease
10-412-11-12.01	Town Manager Professional Fees		\$ 9,000
10-412-14-15.01	Town Clerk - Travel Expense	\$ 9,000	
Total Expense:		\$ 9,000	\$ 9,000

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: Public Works

Date: 1/31/2022

Reason for Budget Amendment:

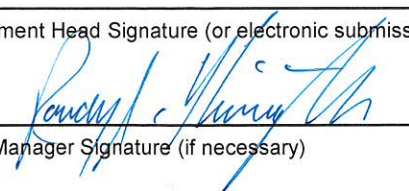
Transferring general fund insurance proceeds from vehicle claims for vehicle maintenance.

Expense			
Account #	Account Description	Increase	Decrease
10-410-37.03	Insurance Proceeds		\$ 50,000
10-422-21-41.02	Public Works - Vehicles Maintenance	\$ 50,000	
Total Expense:		\$ 50,000	\$ 50,000

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

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#: 12.

Consent Agenda

Title: Approval of Sale of Surplus for Town Fleet Combo Truck and Chipper

Strategic Priority Area: Organizational Excellence

Responsible & Balanced Growth

Staff Resource: Paige Scott, Director, Public Works

Action(s):

Approve Sale of Surplus for Town Fleet Assets 168 and 84

Explanation:

- The Town recommended and adopted the proposal to replace the Town's existing sewer suction-jetting combination truck (asset 168) and replacement of the Town's existing chipper (asset 84), upon approval of the FY22 budget.
- The combo truck asset was replaced effective January of 2022 with receipt of a new asset. The existing chipper asset replacement was ordered 2/4/2022.
- Both existing assets are over 16 years old, experience excessive maintenance, and are not longer suitable for the needs associated with today's services requirements.
- Due to the unique service that the combination truck provides and the current used equipment market conditions, the Town's Fleet Manager anticipates a fair market public auction value resale above \$30,000 for each piece of equipment.

Background:

- The Town of Holly Springs replaced its 16-year-old sewer jetter combination truck and a chipper.
- Under normal procedures for a surplus of town property, any asset sold under \$30,000 does not require Council approval; however, pursuant to General Statute 160A-266, any asset sold or anticipated to sell for over \$30,000 requires Council approval, for public transparency and visibility to ensure the asset is disposed of impartially.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Ting Stadium Structural and Drainage Capital Maintenance

Strategic Priority Area: Safe & Friendly

Staff Resource: Kimberly Keyes, Utilities and Infrastructure

Action(s):

Award contract to Baker Restoration in the amount of \$115,200 for Ting Stadium structural and drainage capital maintenance.

Explanation:

- Ting Stadium was constructed in 2014, and requires periodic maintenance to ensure it remains one of the premier amateur athletic venues in the Triangle.
- This repair contract will remedy non-structural cracks in the wall between the stadium bleachers, the concourse, and the areas beneath the concourse, from potentially becoming future structural issues that would require more extensive maintenance repairs.
- The contract will also remedy water leakage that currently periodically damages interior insulation and ceiling tiles.

Background:

- In January 2019, the Town of Holly Springs contracted with McKim and Creed to conduct a structural condition and drainage assessment in the areas behind and along the 3rd baseline.
- Concrete cracks were observed in the wall between the stadium bleacher seats, the concourse, and the areas below the concourse. The Ting Stadium structure is safe to the visiting public, but the identified cracks could potentially lead to actual structural issues if not remedied.

Funding Source(s):

Parks and Recreation Capital Project Fund

Attachment(s):

1. Baker Restoration-Ting Stadium Structural and Drainage Repair Contract and Project Manual

PROJECT MANUAL

FOR

Ting Stadium Structural and Drainage Repair Project

PROJECT NO. 21-030
February/2022



MAYOR:
SEAN MAYEFSKIE

TOWN CLERK:
LINDA MCKINNEY

TOWN MANAGER:
RANDY HARRINGTON

EXECUTIVE DIRECTOR OF UTILITIES AND INFRASTRUCTURE:
KENDRA D PARRISH, P.E. CFM

PRINCIPLE ENGINEER:
AARON S. LEVITT, P.E.

FACILITIES AND SITE PROJECT MANAGER:
KIMBERLY A. KEYES

Ting Stadium Structural and Drainage Repair Project
Project No. [Project 21-030]
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Section	20000	CONSTRUCTION TRAFFIC CONTROL	20000-1 – 20000-5
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NORTH CAROLINA

CONTRACT FOR CONSTRUCTION

WAKE COUNTY

THIS CONTRACT is made this the _____ day of _____, 20____, an executed by and between the TOWN OF HOLLY SPRINGS, NORTH CAROLINA, municipal corporation thereafter designed as the "TOWN" or the "OWNER" and _____, hereinafter designated as the "CONTRACTOR".

For the Project entitled: Ting Stadium Structural and Drainage Repair Project- Phase I

And for the Contract Amount of : \$115,200.00

*If amount is greater than \$300,000.00, Payment and Performance Bond shall be required.

WITNESSETH:

That pursuant to the provision of North Carolina General Statutes Chapter 143-131, (Construction work less than \$500,000 or Apparatus and Supplies less than \$90,000) as amended, proposals were invited informally in accordance with laws for the construction of the improvements hereinafter referred to. All proposals having been duly opened as provided by law, and the Town Council of the Town of Holy Springs, at a meeting on the _____ day of _____, 20____ awarded the contract to the aforesaid CONTRACTOR, the Contractor's proposal being a part of this contract:

NOW, THEREFORE, in consideration of the payments agreed to be made by the hereinafter specified, the TOWN and the CONTRACTOR agree as follows:

I. DESCRIPTION OF WORK:

Phase I - Concrete repair and waterproofing on the concourse, stadium seating and locker rooms, etc. as described in the Technical Memorandum of William Band, PE, of McKim & Creed, dated 12/3/21 attached here to."

- (1) Construction and other services as necessary to construct this project in accordance with and as shown in the documents set forth herein or incorporated by reference as follows:

AS SHOWN ON EXHIBIT A: Phase I - Technical Memorandum of William Band, PE, of McKim & Creed, dated 12/3/21

AS SHOWN ON EXHIBIT B: _____

The originals of such specifications, schedules, drawings and other documents are on file in the office of the Engineering Department of the Town of Holly Springs. The CONTRACTOR shall further perform in accordance with the written directions (not inconsistent therewith) given from time to time during the construction by the TOWN designee, _____ (Designee") (TOWN may change designee by prior written notice to CONTRACTOR), however

at all times the CONTRACTOR shall exert independent decision making in a manner consistent with the best practices in the CONTRACTOR'S particular field sufficient to complete the terms of this Agreement in a workmanlike manner. CONTRACTOR is not an employee of the TOWN.

II. GENERAL OBLIGATIONS OF THE CONTRACTOR

CONTRACTOR shall be responsible for completing the Work according to the plans and specifications listed in Exhibit A and Exhibit B and the terms and conditions of the Contract and CONTRACTOR's proposal. At all times CONTRACTOR shall be independent Contractor of TOWN.

III. TIME OF COMMENCEMENT AND COMPLETION

Subject to force majeure, any delays in the work not caused by Contractor in its performance of this CONTRACT, shall be commended by the CONTRACTOR following the Notice to Proceed and Phase-I work as described in the Technical Memorandum of William Band, PE, of McKim & Creed, dated 12/3/21 shall be complete not later than 90 calendar days after the Notice to Proceed, However CONTRACTOR agrees to make reasonable efforts to complete the work prior to the time of completion.

IV. QUALITY AND WORKMANSHIP

All work under this Contract shall be performed consistent with the plans and specifications referred on Exhibit A and Exhibit B and shall be reasonably approved by Designee. In case of dispute between the CONTRACTOR and the Designee, such dispute shall be resolved in accordance with applicable law.

V. COMPENSATION

In consideration of the performance of this Contract and the full completion of the work required of the CONTRACTOR by the terms and conditions of this Contract, the Town agrees to pay to the CONTRACTOR the contract amount specified on Page 1 of the Contract and consistent with Exhibit A and B and payable as follows: Partial payments may be made to the CONTRACTOR by the Town upon receipt and approval of itemized invoices provided by the CONTRACTOR.

Payment to the CONTRACTOR by the Town of the amounts so determined to be due, in accordance with this Contract, shall relieve the Town from all claims for work done and materials and equipment furnished under this Contract. The CONTRACTOR agrees that he will perform additional work under any duly executed written change order at the unit price or prices contained in Exhibit A and that these prices shall remain in effect until the project is completed and accepted by the TOWN.

VI. NON-DISCRIMINATION ASSURANCES

It is specifically agreed as part of the consideration of the signing of this contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the

basis of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject matter of this contract, no matter how remote. The parties hereto further agree in all respects to conform to the provisions and intent of the Town of Holly Springs, North Carolina as amended.

This provision being incorporated for the benefit of the Town of Holly Springs and its residents may be enforced as set out in said ordinances; 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 on this contract.

(Signature Page)

IN WITNESS OF, THIS THE ____ DAY OF _____, 20__.

CONTRACTOR:

Authorized Signature:

TOWN OF HOLLY SPRINGS, NORTH CAROLINA BY: _____ Randy J. Harrington, Town Manager Town Contact: _____	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Finance Director Town of Holly Springs
ATTEST: By: _____ ☐ Town Clerk _____ ☐ Deputy Town Clerk _____ Town Seal	This instrument is approved as to form and legal sufficiency. _____ Town Attorney

INSTRUCTION TO CONTRACTORS AND REQUIREMENTS AS TO FORM FOR
TOWN OF HOLLY SPRINGS CONTRACTS
DO NOT REMOVE FROM CONTRACT

Please observe the following in executing the attached contract:

1. The Town may contract with three types of legal entities.
 - a) If the agreement is with an individual, that individual should sign the agreement exactly as his name is set out. If the contract is with an individually owned business, the contract should be with individual owner, and the named business.
 - b) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporation secretary, with the corporation seal affixed. An official other than president or vice president should attach documentation of his authority to execute and bind the company.
 - c) If the agreement is with a partnership, all members of the partnership should execute unless an authorized partner is designated to execute. Documentation of such should be attached.
2. After signing the contract, the appropriate notary's acknowledgement, either in the corporate form or individual/partnership form should be completed.
3. The Bid Bond, if otherwise required, Payment Bond and Performance Bond should be attached to the Contract package. They should be assigned by the Contractor, and his 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. Provide the name, mailing address and phone number of the local agent or bonding company representative.
4. The instrument should not be dated, except by the last person executing the contract, normally the Town Clerk.
5. Non-discrimination provisions should be included with the contract.
6. Five copies of the contract are sent to the Contractor. The original duplicates should be signed and returned to the Town of Holly Springs for signature, after which two duplicates will be returned to the Contractor. One copy may be retained by the Contractor and the other, for the use of the Bonding Company(s).
7. Omitted because the Town of Holly Springs has already designate subcontractors to participate in the Work of this Contract.
8. The Contractor shall provide and attach hereto a Certificate of Insurance indicating compliance with the following insurance requirements: General Liability in the amount of \$2 million aggregate, \$1 million per occurrence; \$1 million in workers compensation.

PROCEDURES FOR REPORTING NORTH CAROLINA SALES TAX EXPENDITURES ON TOWN OF HOLLY SPRINGS CONTRACTS

1. The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law.
2. It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his subcontractors.
 - a. The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes paid each vendor. The certified statement must show the invoice number, or numbers covered and inclusive date of such in voices.
 - b. Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
 - c. The general contractor shall not be required to certify the subcontractor's statements.
 - d. The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of contracts with churches, orphanages, hospitals not operated for profit, educational institutions not operated for profit and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns and counties in this State. The documentary evidence is to be submitted to the above-named institutions ,organizations and governmental units to be included in claims for refunds to include the purchase of building materials, supplies, fixtures and equipment which become a part of or annexed to buildings or structures being erected, altered or repaired under contracts with such institutions organization or governmental units.
3. The contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.
4. The Contractor is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

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:

Ting Stadium Structural and Drainage Repair Project as described by a document entitled Project Manual for Ting Stadium Structural and Drainage Repair Project, Project # 21-030, dated by the Town of Holly Springs

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

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

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____(3)

(Address)

Witness as to Principal

(Address)

Surety

By: _____(4)

(Name)

ATTEST:

(Address)

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

(Phone Number)

Witness as to Surety

(Address)

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

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

PAYMENT BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____(1)

a _____(2)

The name of the SURETY is _____

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

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

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

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

Ting Stadium Structural and Drainage Repair Project – Holly Springs, NC as described by a document entitled Project Manual for Ting Stadium Structural and Drainage Repair Project
Project No. #21-030 dated _____ 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)

ATTEST:

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

AFFIDAVIT

(To be attached to all Agreements)

STATE OF)
) SS
COUNTY OF)

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

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

Signed _____

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

(Notary Public, _____ County, _____)

My Commission Expires _____

RESOLUTION OF CONTRACTOR'S PARTNERS, MANAGERS OR MEMBERS

(Attach if necessary)

CERTIFICATE OF INSURANCE

(Attach)

[See the General Conditions for specific requirements.]

NOTICE TO PROCEED

TO: CONTRACTOR: _____

ADDRESS: _____

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

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

PROJECT: Ting Stadium Structural and Drainage Repair Project
PROJECT NO.: TOHS Project # 21-030

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 _____
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.

By: _____

Name: _____

Title: _____

Date: _____

- END OF SECTION 00500 -

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



AMERICAN COUNCIL OF
ENGINEERING COMPANIES



**National Society of
Professional Engineers®**



**American Society
of Civil Engineers**

AMERICAN COUNCIL OF ENGINEERING COMPANIES

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America

Construction Specifications Institute

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults,

tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project

as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. Defective

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials,

or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *CONTRACTOR’s Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy

which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other

submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be

provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the

methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on

extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for

CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate

replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such

condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to

indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will

not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary

Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on

account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the

property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using

the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by

ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the

substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if

CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which

specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or

H. entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 Taxes

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all

property not designated for alteration by the Contract Documents.

D. *Loading Structures*: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or

loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of

construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation

from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will

constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or

not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract

Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as

ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to

or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or

otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 Limitations on ENGINEER's Authority and Responsibilities

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to

comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04,

except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and

the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH
ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and

other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption

directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall

assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be

defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any

damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the

parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 OWNER May Correct Defective Work

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other

matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with

ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. Reduction in Payment

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 CONTRACTOR's Warranty of Title

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this

inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying docu-

mentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising

from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services

and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligation*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing

obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

**SECTION 00900
SUPPLEMENTARY & SPECIAL CONDITIONS**

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SUPPLEMENTARY & SPECIAL CONDITIONS

These Supplementary & Special Conditions amend, revise, and supplement the Standard General Conditions of the Construction Contract (EJCDC Document No. 1910-8, 1996 edition) (the “General Conditions in connection with the Agreement between the Town of Holly Springs and the Contractor (as identified in the Agreement, attached hereto) and other provisions of the Contract Documents in the manner indicated below. All provisions that are not so amended, revised, and supplemented remain in full force and effect. In addition, where any portion of an article, section, paragraph, subparagraph or clause is deleted or modified by these Supplementary Conditions, the unaltered provisions of the article, section, paragraph, subparagraph or clause shall remain in full force and effect. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement or the General Conditions. In any instance in which the insertion or deletion of text described herein is inaccurately described (as to the location of such insertion or deletion, accompanying appropriate grammar or other technical rather than substantive aspects of the insertion or deletion), if the correct description of the insertion or deletion can be reasonably deduced from the context of the insertion or the deletion, or otherwise, then the description of the insertion or deletion shall be deemed reformed in accordance with the correct description thereof.

A. ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1. SC-1.01.

- a) In Subparagraph 1.01.A.12, the definition for “*Contract Documents*”, in the first sentence, third line, after the word “Agreement”, insert “the Invitation To Bid, the Instructions to Bidders, and this Project Manual.”
- b) In Subparagraph 1.01.A.19, the definition for “*ENGINEER*”, add the following sentence at the end of the definition:

“In the discretion of the OWNER, the OWNER may replace the ENGINEER from time to time pursuant to the terms of any agreement(s) between the OWNER and the ENGINEER. Once the CONTRACTOR has been notified in writing by the OWNER of the identity of a new or replacement ENGINEER for the Project or a portion thereof, the CONTRACTOR shall treat such new or replacement ENGINEER as the ENGINEER under the Contract Documents for the remainder of the Project, or the portion of the Project so specified by the OWNER, but nothing herein shall impute any liability on a new or replacement ENGINEER’s part for actions or circumstances of a prior ENGINEER.

The ENGINEER is the Director of Engineering of the Town of Holly Springs and/or any other party identified by the OWNER as the ENGINEER for the Work from time to time. In its sole discretion, the OWNER may act in the stead of the ENGINEER, exercising any of the rights or responsibilities of the ENGINEER provided under the Contract Documents, so long as the OWNER provides notice to the CONTRACTOR of its intent to do so. In its sole discretion, the OWNER may delegate any of the rights or responsibilities of the ENGINEER to a third party, who, for the purposes of the rights and responsibilities so delegated, shall be governed by the Contract Documents, so long as the OWNER provides notice to the CONTRACTOR of its intent to do so.”

- c) In Subparagraph 1.01.A.20, the definition of “*ENGINEER’s Consultant*,” add the following sentence to the end of the definition:

“The ENGINEER’s Consultant is [REDACTED] and any other party to a subcontract with ENGINEER in connection with the Work.”

- d) In Subparagraph 1.01.A.30, the definition for “*OWNER*,” delete the text in its entirety and insert the following in its place:

“30. *OWNER*--The Town of Holly Springs, a municipal corporation in North Carolina, and its successors and assign, and is the party for whom the work is to be performed.

The Owner’s Representative is **the Town Manager of the Town of Holly Springs**. The Owner’s Representative may be an employee, agent or other representative of the Owner, and may be an individual or any one of several identified individuals, or a committee or entity, in which case the committee or entity shall select one or more individuals to speak and act on its behalf and on behalf of the Owner.

The OWNER’S REPRESENTATIVE has the express authority to bind the OWNER with respect to all matters requiring the OWNER’s approval or authorization. Except as otherwise specifically stated, the ENGINEER does not have such authority. The term ‘OWNER’ means the OWNER or the OWNER’s REPRESENTATIVE”

- e) In Subparagraph 1.01.A.41 of the EJCDC, in the definition for “*Specifications*” add the following sentence to the end of the definition:

“Specifications include all Sections included under the Technical Specifications of the Project Manual.”

- f) In Subparagraph 1.01.A.43, the definition for “*Substantial Completion*:”

In the first sentence, third line, after the words “in the opinion of the ENGINEER,” add the words “and with the approval of the OWNER.”

Add the following line to the last sentence of the paragraph:

“The OWNER’s receipt of all certificates of occupancy and approvals by regulatory agencies applicable to the Project is a condition precedent to the Project being deemed ‘Substantially Complete.’”

- g) In Subparagraph 1.01.A.44, the definition for “*Supplementary Conditions*,” add the following to the end of the definition:

“, whether titled the ‘Supplementary Conditions,’ the ‘Special Conditions,’ ‘Supplementary or Special Conditions,’ or otherwise. Unless otherwise indicated, Special Conditions amend and/or supplement the General Conditions as already amended and/or supplemented by Supplementary Conditions.”

- h) In Subparagraph 1.01.48, the definition for “*Work*,” delete the second sentence of the definition in its entirety and insert the following in its place:

“Work includes and is the result of performing or providing all labor, services, and documentation necessary or appropriate to produce such construction, and furnishing, installing, and incorporating all necessary or appropriate materials and equipment into such construction, all as required and more specifically described in the Contract Documents.”

- i) Add the following new definitions to Paragraph 1.01.A immediately after Subparagraph 1.01.A.50 as follows:

- “51. *Conditions of the Contract*--The combined General Conditions and Supplementary Conditions, including the Special Conditions.
- 52. *Project Manual*--The Advertisement for Bids, Instructions to Bidders, Bid Forms, Agreements, Bonds, General Conditions, Supplementary Conditions, Special Conditions, Specifications, and Appendices.
- 53. *General Contractor*--The Contractor responsible for all Work other than Electrical, Instrumentation, HVAC, and Plumbing Work, as defined in the Contract Documents.
- 54. *HVAC Contractor*--The Contractor responsible for all HVAC Work as defined in the Contract Documents.
- 55. *Plumbing Contractor*--The Contractor responsible for all Plumbing Work as defined in the Contract Documents.
- 56. *Electrical Contractor*--The Contractor responsible for all Electrical and Instrumentation Work as defined in the Contract Documents.
- 57. *Single Prime Contractor*--If this project is awarded as a Single Prime Contract, then the terms General Contractor, HVAC Contractor, Plumbing Contractor, and Electrical Contractor shall be understood to refer to the Single Prime Contractor.
- 58. *Preoperational Testing*--All field inspections, installation checks, water test, performance tests, and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.
- 59. *Startup Testing*--A predefined trial period required for achieving substantial completion during which Contractor is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose of (i) making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) complying with the final test requirements in the Contract Documents.”

- j) Add Subparagraphs 1.01.A.60 and 61 to the EJCDC General Conditions:

“ 60. The ‘Standard Specifications and Details’ shall be the ‘*Town of Holly Springs Engineering Design and Construction Standards*,’ that have been adopted as of the date of the work performed by the Contractor.

61. The ‘NCDOT Standard Specifications’ shall be the ‘*Standard Specifications for Roads and Structures*’ and the ‘*Roadway Standard Drawings*,’ current edition as of the date of the work performed by the Contractor.”

B. ARTICLE 2 – PRELIMINARY MATTERS

1. SC-2.02.

a) In Paragraph 2.02.A:

Delete Paragraph 2.02.A in its entirety and insert the following in its place:

“The Contract Documents shall be executed by the OWNER and the CONTRACTOR in four (4) counterparts, one (1) of which shall be returned to the CONTRACTOR. Additional copies will be furnished upon request at the cost of reproduction and handling to be borne by CONTRACTOR.”

b) Add a new Paragraph immediately after Paragraph 2.02.A as follows:

“B. The ENGINEER shall provide the CONTRACTOR with three (3) copies of any revised plans, Drawings, and Specifications as may be required for the execution of authorized changes or extra Work.”

2. SC-2.03.

Delete Paragraph 2.03.A in its entirety and insert the following in its place:

“A. Notice to Proceed will be given in the timeframe indicated in the Bid Proposal or Notice to Bidders. The Contract Times will commence at the time specified in such Notice to Proceed.”

3. SC-2.04.

Delete the second sentence of 2.04.A in its entirety and insert the following in its place:

“No Work shall be done, including materials supplied, at the Site prior to the date on which the Contract Times commence to run without the express written consent of the OWNER.”

4. SC-2.05.

a) In Paragraph 2.05.A:

(i) Insert the following text before the first sentence, after “*CONTRACTOR’s Review of Contract Documents:*”

“The data provided in the Specifications and shown on the plans and Drawings is believed by the ENGINEER or the OWNER to be accurate, but the accuracy is not guaranteed by the ENGINEER or the OWNER. The CONTRACTOR must take all levels, locations, and measurements, and verify all dimensions of the Site prior to construction, and adapt its Work to the exact construction. Scale measurements taken from prints shall not be considered except as references; the larger scale Drawings take precedence over the smaller scale, and Shop Drawings take precedence over all others. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as otherwise directed by the ENGINEER. Elevations of existing ground, structures and appurtenances shown on Drawings and Specifications are presented only as an approximation. Any error or apparent discrepancy in the data shown, or omissions of data, shall be referred immediately to the ENGINEER for interpretation or correction.”

- (ii) In the [original] second sentence, thirteenth line, after the words “Documents unless,” insert the words “and until.”
 - b) In Paragraph 2.05.B, on the third line, delete the words “General Requirements” and insert the words “Contract Documents” in their place.
 - c) Delete Paragraph 2.05.C in its entirety and insert the following in its place:

“C. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with copies to ENGINEER and each additional insured identified in Article 5, as supplemented and amended by the Supplementary Conditions, certificates of insurance (and other evidence requested by OWNER) that CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5.”
 - d) Add a new Paragraph immediately after Paragraph 2.05.C as follows:

“D. Execution of the Contract by the CONTRACTOR is a representation by the CONTRACTOR that CONTRACTOR has visited the Site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract.”
5. SC-2.06
- a) In the first sentence, second line, after the text “before any Work at the Site is started” insert the text “or any materials or equipment are delivered to the Site.”
 - b) Add the following sentences after the first sentence:

“The ENGINEER shall notify the CONTRACTOR of the place, date and time of the conference. The CONTRACTOR, its project manager, its superintendent, and any of the CONTRACTOR’s other Project coordinators, representatives or other parties whose work on the Project would benefit from the conference shall attend.
 - c) Add a new Paragraph immediately after Paragraph 2.07.A of the General Conditions of the EJCDC, as follows:

“B. Construction Conferences. The following conferences with the ENGINEER or the Owner shall be held to ensure that the Work progresses appropriately and that the Owner and the Architect are kept apprised of the status of the Work throughout the duration of the Project:

 1. Preconstruction Conference. A preconstruction conference shall be held after the award of the Contract and prior to commencement of the Work or delivery of materials or equipment to the Project site. The ENGINEER shall notify the Contractor of the place, date, and time of the meeting. The Contractor, its project manager, its superintendent, and any of the Contractor’s other Project coordinators, representatives or other parties whose work on the Project would benefit from the conference shall attend. The OWNER and ENGINEER will attend this conference. The Contractor, major subcontractors, and Contractor’s safety representative shall attend this

conference. The resumes of both the Contractor's project manager and superintendent shall be submitted to the Owner for review and approval prior to the conference. The project manager and superintendent shall have at least 2 years of experience managing and supervising the type of construction work specified in the contract documents. No work shall be allowed until the Project Superintendent is on-site and working on this project. The conference agenda will include, as a minimum: tentative construction schedule; critical work sequencing; designation of responsible personnel; processing of field decisions, proposal requests and change orders; adequacy of distribution of contract documents; submittal of shop drawings and samples; procedures for maintaining record documents; use of site and Owner's requirements; material deliveries and storage areas; major equipment and material deliveries and priorities; safety; security; housekeeping procedures; partial payment processing; general regard for community relations."

6. SC-2.07.

- a) Insert the following four sentences immediately before the first sentence of Subparagraph 2.07.A.1:

"The progress schedule may be a critical path type or any other system likely to provide equivalent results. The progress schedule shall account for all Work to be performed under subcontracts. The progress schedule shall provide for the proper sequence of construction, considering various crafts, purchasing times, shop drawing approval, material delivery, equipment fabrication and similar time-consuming factors. The progress schedule shall show as a minimum, earliest starting, earliest completion, latest starting, latest completion, and the total float times for each task or item."

- b) In the [original] first sentence of Subparagraph 2.07.A.1, second line, after the words "if it provides", insert the words "all of the foregoing and"
- c) Add a new Subparagraph immediately after Paragraph 2.07.A of the EJCDC General Conditions, as follows:

"B. The construction schedule shall be evaluated by the Contractor not less than monthly. An updated and corrected progress schedule shall be submitted to the ENGINEER in triplicate and shall show any rescheduling necessary to reflect the true job conditions. This updated progress schedule shall be submitted monthly to the ENGINEER with the Contractor's pay request. When the shortening of various time intervals is necessary to correct for behind-schedule conditions, the Contractor shall indicate the steps necessary to accomplish the Work in the shortest schedule possible. Information regarding the new time intervals and the reasons for them shall be submitted to the ENGINEER in writing with the revised schedule. Notwithstanding anything apparently to the contrary in the Contract Documents, the ENGINEER may withhold progress payments until such time as the progress schedule or revised progress schedule, if applicable, is received."

7. SC 2.08

- a. Add a new Section in the EJCDC after Section 2.07, as follows:

“2.08 Construction Conferences

A. Regular construction conferences shall be held with the ENGINEER or the OWNER to ensure that the Work progresses appropriately and that the OWNER and the ENGINEER are kept apprised of the status of the Work throughout the duration of the Project.”

1. Monthly Progress Meetings. Each prime contractor is required to attend monthly, or more frequently as specified in the contract, progress conferences called or scheduled by ENGINEER at the Project Site. Each prime contractor shall be represented at these meetings by both its home office and Project personnel. These representatives shall have the authority to act on behalf of the Contractor. The meetings shall be open to the Subcontractors, materials suppliers, utility company representatives and any others whose presence and participation would contribute toward maintaining required job progress. It shall be the principal purpose of these meetings to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified Contract [Time or Times]. Each prime contractor shall be prepared to assess the progress of the Work as required in its particular contract and to recommend remedial measures for correction of the progress as may be appropriate. The ENGINEER, or the representative thereof, shall be the coordinator of the conferences and shall preside as chairman. The ENGINEER will record minutes of the proceedings and decisions, and will distribute copies of minutes to attendees. The Owner and ENGINEER will attend this meeting. The Contractor shall attend this meeting. The agenda will include, as a minimum: review and approve minutes of previous meeting; review progress of work since last meeting; review proposed 30-60 day construction schedule; field observations, problems and conflicts; problems that impede planned progress; corrective measures and/or procedures to regain projected schedule; revise construction schedule as indicated and plan progress during the next work period; submittal status; pending changes; maintenance of quality and work standards; status of community relations and complaint resolution; complete other current business; schedule next progress meeting.
2. Weekly Coordination Meetings. The Contractor shall meet with the ENGINEER at least once per week to ensure efficient coordination of the various aspects of the Work being performed.
3. Other Required Meetings. As the ENGINEER or the Owner believes it is appropriate and would be helpful to maintaining the efficiency and quality of the Work, the ENGINEER or the Owner may schedule a meeting with the Contractor and any other parties. The Contractor shall ensure proper representation at such meetings to effect their purpose, including sending any specific personnel requested by the ENGINEER or the Owner. Notwithstanding the foregoing, if the Contractor reasonably believes that the progress or quality of the Work will or might be impeded by attendance at the meeting, then the party calling such meeting shall work with the Contractor to reschedule it for a mutually convenient time.”

C. ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

1. SC-3.01.

a) In Paragraph 3.01.B:

- (i) In the first sentence, second line, after the words “a functionally complete” add the words “and operable.”
- (ii) In the second sentence, seventh line, delete the word “will” and insert the word “shall” in its place.

b) Add a new Paragraph immediately after Paragraph 3.01.C as follows:

“D. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though included herein. If through mistake or otherwise, any such provision is not inserted correctly, then upon the application of either party, the Contract Documents shall forthwith be physically amended to correct such insertion. If such physical amendment does not occur, however, the correct provision shall be deemed to have been inserted.”

2. SC-3.02.

- a) In Subparagraph 3.02.A.1, in the sixth line, after the word “Bids”, insert the text “or, if Laws or Regulations are different at the time of the Work, then those Laws or Regulations in effect at the time of the Work.”
- b) Delete Subparagraph 3.02.A.2 in its entirety without substitution.

3. SC-3.03.

Delete Paragraph 3.03.B in its entirety and insert the following in its place:

“B. *Resolving Discrepancies.* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any standard, specification, manual, code, or instruction of any technical society, organization or association if the standard, specification, manual, code or instruction imposes a weaker or less stringent standard or obligation upon the Contractor or any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work than the Contract Documents appear to impose; otherwise, the standard, specification, manual, code or instruction of any technical society, organization or association shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of such standard, specification, manual, code or instruction.”

4. SC-3.04.

Add a new Paragraph immediately after Paragraph 3.04.B as follows:

“C. The Drawings may be supplemented from time to time with additional Drawings by the ENGINEER as required to illustrate the Work or, as the Work progresses, with additional Drawings by the CONTRACTOR, subject to the approval of the ENGINEER. Supplementary Drawings, when issued by the ENGINEER or by the CONTRACTOR, after approval by the ENGINEER, shall be deemed a part of the Drawings and shall be furnished in sufficient quantity to all those who, in the opinion of the ENGINEER, are affected by such Drawings.”

5. SC-3.05.

Add a new Section immediately after Section 3.05 as follows:

“3.06 *Organization of the Documents.*

A. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings, shall not control the CONTRACTOR in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade or party.”

D. ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

1. SC-4.01.

Add a new Paragraph immediately after Paragraph 4.01.C as follows:

“D. If all lands, easements and rights-of-way are not obtained as herein contemplated before construction begins, CONTRACTOR shall begin the Work upon and within such lands, easements and rights-of-way as OWNER has at that time acquired.”

2. SC-4.02.

- a) In Paragraph 4.02.B, in the second sentence, fifth line, delete the words “is identified in the Supplementary Conditions” and insert the following words in lieu thereof “is provided in the Specifications and Drawings and may be further identified in the Project Manual or Special Conditions.”

- b) Add a new Paragraph immediately after Paragraph 4.02.B as follows:

“C. *No Reliance by CONTRACTOR on Reports of Subsurface Investigations.* In the preparation of Drawings and Specifications, the ENGINEER has relied upon reports of subsurface investigations as may be attached to the Contract Documents. Such reports are not part of the Contract Documents.”

3. SC-4.03.

- a) Add a new Subparagraph immediately after Paragraph 4.03.C of the EJCDC General Conditions and replace it, as follows:

“C. *Possible Price and Time Adjustments:*] Subsurface information, if provided by the OWNER to the CONTRACTOR, is provided for the sole purpose of placing the CONTRACTOR in receipt of all information available to the OWNER and the ENGINEER, and such information is not to be considered as part of the Contract Documents. CONTRACTOR acknowledges that it has interpreted the subsurface information according

to its own judgment in bidding the Work and that it did not rely on the subsurface information provided to it in making its bid. The CONTRACTOR acknowledges that it assumes all risks contingent upon the nature of the subsurface conditions actually to be encountered by it in performing the Work required by the Contract, even though such actual conditions may result in the Contractor performing more or less Work than originally anticipated. Unless the Owner specifically agrees in writing, neither the Contract [Time or Times] nor the Contract [Sum or Price] shall be adjusted on the basis of the actual subsurface conditions being different than as revealed in the subsurface information provided to the CONTRACTOR by the OWNER.”

4. SC-4.05.

a) In Paragraph 4.05.A:

- (i) In the third sentence, tenth line, after the words “reference point” insert the text “, survey markers, property corners, right of way monuments.”
- (ii) At the end of the third sentence, fourteenth line, replace the words “professionally qualified personnel” with “a North Carolina Professional Land Surveyor (PLS)”.

b) Add a new Paragraph immediately after Paragraph 4.05.A as follows:

“B. ENGINEER may check lines, elevations, reference marks, batter boards, and the like, set by CONTRACTOR. CONTRACTOR shall correct any errors disclosed by such check as directed by the ENGINEER. No such check shall be deemed an approval of CONTRACTOR’s work, nor shall it relieve CONTRACTOR of the responsibility for accurate construction of the entire Work. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades. If CONTRACTOR through the course of its Work discovers information leading it to believe that such reference points are in error or that there has been a mistake in survey data, CONTRACTOR shall immediately notify ENGINEER and OWNER.”

5. SC-4.06.

- a) In Paragraph 4.06.A, in the first sentence, second line, delete the word “Supplementary” and insert the word “Project Manual” in its place.
- b) In Paragraph 4.06.B, in the second sentence, sixth line, delete the word “Supplementary” and insert the word “Project Manual” in its place.
- c) In Paragraph 4.06.C, in the first sentence:
 - (i) In the first line, insert the text “Except as otherwise described in the Contract Documents,” as the beginning of the sentence.
 - (ii) In the third line, delete the word “which” and insert the word “that” in its place
 - (iii) At the end of the first sentence, add: “, provided that CONTRACTOR uses reasonable care in its operation equivalent to the care used by similar contractors in the locality.”
- d) In Paragraph 4.06.G, in the second sentence, seventeenth line, delete the reference to

Paragraph “4.06.E” and insert “4.06.G” in its place.

- e) In the first sentence, delete the word “and” before “(ii)”, and add the following after the word “responsible” at the end of the sentence:

“, and (iii) was known by the OWNER to exist.”

- f) In Paragraph 4.06.H, in the second sentence, twelfth line, delete the reference to Paragraphs “4.06.F” and insert “4.06.H” in its place.

2. SC-4.07.

Add a new Section immediately after Section 4.06 as follows:

“4.07 *Existing Utilities*

A. The CONTRACTOR shall be responsible for the location and verification of all utilities prior to construction, both public and private, within the Site. Prior to commencing construction, the CONTRACTOR shall walk the Site verifying the location of all utilities in order to determine which utilities the CONTRACTOR may deem to be in conflict with the Work. At the completion of the walk-through, the CONTRACTOR shall notify the ENGINEER in writing of any such conflicts. The CONTRACTOR shall also attend monthly progress meetings with the OWNER or ENGINEER, and utility company representatives if appropriate, to discuss potential and/or existing conflicts on all roadway and utility portions of the Work, unless such meeting is waived for a particular month or for the duration of the Project by the ENGINEER. At the option of the OWNER, such meetings may occur in connection with any monthly progress meetings established pursuant to Subparagraph 2.08.A.2.

B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the Work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the CONTRACTOR to ascertain the actual extent and exact location of the existing utilities and structures. In every instance, the CONTRACTOR shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any Work in the vicinity of existing utilities.

C. The Work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to ensure that no interruption of existing services occurs. Any damage resulting from the Work shall be promptly repaired by the CONTRACTOR at its own expense in a manner approved by the ENGINEER and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that such jurisdiction perform its own repairs or have them done by others, the CONTRACTOR shall be responsible for the costs thereof.”

7. SC 4.08

Add a new Section immediately after Section 4.07 (created above) as follows:

“4.08 *Miscellaneous Site Conditions*”

“A. Construction Staking and Surveying. The OWNER will perform all construction surveying and staking as called for in the Contract Documents unless a bid item for construction surveying is included in the itemized Proposal. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as directed by the ENGINEER.. Elevations of existing ground, structures and appurtenances are believed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to the ENGINEER for interpretation or correction.

B. The CONTRACTOR shall provide and maintain substantial survey markings delineating easement and property boundaries during construction. These markings shall be in place and approved by the ENGINEER prior to beginning construction activities.

C. Water for Construction. Water needed for construction of the Work may be obtained from the Town of Holly Springs at no charge to the CONTRACTOR. The CONTRACTOR shall be responsible for transporting water. The CONTRACTOR shall contact the Holly Springs Department of Public Works to have a hose and meter installed so as to obtain water. The CONTRACTOR shall not operate any main valve or fire hydrant on the Town water system except in accordance with Town of Holly Springs Policy Statement No. P-005.

D. The CONTRACTOR is advised to perform video inspections and take photographs of the proposed construction areas before disturbing the Site in order to establish an accurate record of the pre-construction conditions for comparison the final restoration work.

E. The CONTRACTOR shall continually notify members of the public that own or occupy private property that may be affected by the scheduled Work that affects their property. The OWNER will distribute a letter to all property owners that will be affected by the proposed Work describing the Project. When construction begins, the CONTRACTOR shall notify residents at least 72 hours in advance of when their property will be directly affected by the Work, with continual updates as required by the progress of the Work. In the event of planned utility service disruptions, the Town’s Public Works and Utilities Department, or other affected utility provider, shall also be notified. At a minimum, the CONTRACTOR shall distribute door hangers to all residents in the affected area before mobilizing on the Site and then distribute follow-up notices at least 3-days before residents are directly affected by the planned Work. The door hangers shall be provided by the Owner and will include information deemed necessary by the OWNER.

C. ARTICLE 5 – BONDS AND INSURANCE

1. SC-5.00.

Add a new Paragraph at the beginning of Article 5 as follows:

“5.00 *Evidence of Bonds and Insurance Required Prior to the Work*

All evidence of bonds and insurance required in this Article shall be provided prior to the

CONTRACTOR or its Subcontractors commencing the Work or making or accepting delivery of materials or equipment to the Site. Failure of the CONTRACTOR to timely obtain and deliver evidence of bonds and insurance as described herein shall not excuse CONTRACTOR from adhering to the progress scheduling for the Work, and any such resulting failure of the CONTRACTOR to adhere to the progress schedule or the Contract Times shall entitle the OWNER to such sanctions and remedies as are provided elsewhere in the Contract Documents for insufficient progress on the Work.”

2. SC-5.01.

f) In Paragraph 5.01.A:

(i) In the first sentence, insert the following text at the beginning of the sentence:

“Concurrent with the execution of this Contract,”.

(ii) In the first sentence, first line, after the word “furnish” insert the text:

“and maintain, at the CONTRACTOR’s cost and expense,”.

(iii) In the second sentence, sixth and seventh lines, after the words “date when final payment becomes due,” insert the words “pursuant to Paragraph 14.07.C”.

g) In Paragraph 5.01.C, in the first sentence, fifth line, delete the number “20” and insert in lieu thereof the text “five (5) business”.

3. SC-5.02.

In Paragraph 5.02.A, in the second sentence, seventh line, after the words “surety and insurance companies shall also” insert the text “be approved by the OWNER and”.

4. SC-5.03.

Add the following two new Paragraphs immediately after Paragraph 5.03.A as follows:

“B. The CONTRACTOR shall provide to the OWNER, insurance certificates or other evidence that all Subcontractors are carrying the required insurance. In lieu of each Subcontractor being required to carry the necessary insurance, the CONTRACTOR may insure the activities of its Subcontractors under its policy(ies). In such case, evidence of such coverage shall be provided on the CONTRACTOR’s insurance certificates. Subcontractors shall in all cases, however, provide workers’ compensation and employer’s liability insurance and motor vehicle liability insurance.

C. An authorized representative of the insurance company(ies) providing coverage required herein shall certify that all of the required insurance coverages and amounts specified in the Contract Documents are provided by the submitted policies. The certification shall be signed by the authorized representatives of the insurance company(ies) and notarized. The authorized representative of the insurance company(ies) shall specifically indicate with the submittal which of the policies submitted fulfill which specific coverage and amounts specified under Sections 5.04 and 5.05 of the Contract. The certification, including the correlation, shall be furnished and included with the insurance certificates. One (1) copy of each such insurance policy and the

certificates indicating each type of coverage mentioned, and the correlation between the insurance furnished and that required, shall be provided to each insured party.

The insurance required to be provided by the Contractor (except Worker's Compensation and Employer's Liability insurance) shall name the following as additional insureds as primary without contribution:

 √ The Town of Holly Springs Architect
 Engineer Architect's or Engineer's Consultant
 Other: _____.

5. SC-5.04.

- a) Rename Section 5.04, "*CONTRACTOR's Liability and Property Insurance.*"
- b) In Subparagraph 5.04.A.6, add the following words at the end of the Subparagraph:
 "in the prosecution of the Work".
- c) In Paragraph 5.04.B:
 - (i) In Subparagraph 5.04.B.6, delete the word "and" at the end of the Subparagraph.
 - (ii) In Subparagraph 5.04.B.7, delete the "." at the end of the Subparagraph and insert a "," in its place.
 - (iii) Add four new Subparagraphs immediately after Subparagraph 5.04.B.7 as follows:
 - "8. include builder's risk/fire and extended coverage insurance, including coverage for vandalism and malicious mischief for the life of the Contract upon all Work in place and all materials at the Site;
 - 9. include special hazards insurance covering bodily injury and property damage resulting from blasting and explosions, collapse of or structural injury to any structure, and damage to underground structures, pipes or conduits due to the CONTRACTOR's or its Subcontractor's operations;
 - 10. contain provisions or endorsements that:
 - a) the OWNER shall be notified in writing within thirty (30) days after the filing of each claim under the policy;
 - b) full coverage shall be reinstated after payment of each claim;
 - c) the insurer shall have no right of recovery or subrogation against the OWNER, its agents or agencies, or the ENGINEER, it being the intention of the parties that the insurance policies shall protect both the OWNER and the ENGINEER and be primary coverage for any and all losses covered by the policies;

- d) the clause “other insurance provisions” in a policy in which the OWNER, its agents or agencies, or the ENGINEER is named as an insured, shall not apply to such insured parties;
- e) the insurance companies issuing the policy or policies shall have no recourse against the OWNER, its agents or agencies, or the Engineer for the payment of any premiums or for assessments under any form of policy; and
- f) any and all deductibles under the insurance policies shall be assumed by and be at the sole risk and expense of the CONTRACTOR;

and

- 11. contain the following Indemnification Agreement, endorsed on the reverse sides of all certificates of insurance:

‘Indemnification - To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents, consultants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (b) is due to damage caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not a party indemnified hereunder is partially negligent, or arises out of operation of law as a consequence of any act or omission of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent; provided, however, that no party shall be entitled to indemnification with respect to such party’s own negligence. This provision is intended to indemnify to the fullest extent permitted by law both OWNER and ENGINEER independently of the negligence of the other and thus the OWNER’s negligence shall not preclude indemnification by CONTRACTOR of the ENGINEER, and ENGINEER’s negligence shall not preclude indemnification by CONTRACTOR of OWNER.”

- d) Add a new Paragraph immediately after Paragraph 5.04.B of the EJCDC General Conditions , as follows:

C. SPECIFIC INSURANCE REQUIREMENTS

- 1. The Contractor shall provide insurance coverage for the Town as additional insured to be treated as primary insurance without contribution in amounts not less than the following amounts, and greater coverage where required by law.

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

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

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

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

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

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

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

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

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

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

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

7. SC-5.06.

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

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

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

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

8. SC-5.07.

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

"A. Intentionally Omitted."

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

"B. Intentionally Omitted."

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

"C. Intentionally Omitted."

9. SC-5.08.

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

"5.08 Intentionally Omitted."

10. SC-5.09.

Delete Paragraph 5.09.A in its entirety and insert the following in its place:

“A. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with this Article 5 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten (10) days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.05. CONTRACTOR shall provide such additional information in respect of insurance provided by CONTRACTOR as OWNER may reasonably request. Failure of OWNER to notify CONTRACTOR of its objection shall not constitute a waiver of any condition of a bond, insurance coverage, or any other covenant contained in the Contract Documents.”

11. SC 5.10.

Delete Paragraph 5.10 in its entirety and insert the following in its place:

“Intentionally Omitted.”

F. ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

1. SC-6.01.

- a) In Paragraph 6.01.A, in the second sentence, twelfth line, after the word “Documents,” add the following:

“, unless the CONTRACTOR knew or should have known of a mistake, error, flaw, miscalculation, or the like, in the design or specification at the time of the making of the Agreement and failed to notify the OWNER and the ENGINEER thereof.”

- b) Insert the following two Paragraphs immediately after Paragraph 6.01.B:

“C. *Project Manager and Superintendent:* The CONTRACTOR’s project manager and the CONTRACTOR’s superintendent shall be full-time employees of the CONTRACTOR. The project manager and the superintendent shall each have a minimum of five years’ experience constructing projects similar to the Project. The project manager’s and the superintendent’s previous work performances must, respectively, be acceptable to the OWNER as to quality of workmanship and time of performance. The CONTRACTOR shall submit resumes of the project manager and the superintendent to the OWNER at the time the Contract is signed. If either person is or becomes unacceptable to the OWNER, the CONTRACTOR, upon written demand by the OWNER, shall promptly remove the unacceptable person and shall appoint a replacement satisfactory to the OWNER.”

D. *Multi-prime Contract Projects:*

1. The general contractor, or any other contractor specifically named by OWNER, shall act as the Project Expediter, responsible for preparing the Project Schedule, including coordinating the progress schedules of the other prime contractors and their subcontractors, ensuring that each prime contractor and subcontractor adheres to its schedule, and communicating regularly with the ENGINEER or the OWNER regarding any concerns that arise during the course of the Project, including, without limitation, the scheduling, adherence to the Drawings, the Specifications and/or the Project Manual.

2. All prime contractors shall be required to cooperate and consult with other contractors and with the Project Expeditor during the construction of the Project. Each prime contractor shall schedule and execute its portion of the Work so as to cause the least delay to other contractors. Each prime contractor shall be financially responsible to the other prime contractors for undue delay caused by it to other prime contractors and subcontractors on the Project.”

2. SC-6.02.

a) Delete Paragraph 6.02.A in its entirety and insert the following in its place:

“A. CONTRACTOR is responsible for expediting the Work efficiently and effectively and with due care to the quality of the Work. CONTRACTOR shall ensure that at least half of the Work is performed with CONTRACTOR’s employees. CONTRACTOR shall employ only competent, suitably qualified persons to perform the Work. CONTRACTOR shall at all times maintain good discipline and order at the Site. Whenever OWNER notifies CONTRACTOR in writing that any person on the Project appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the prior written consent of OWNER. No adjustment shall be made in the Contract Price or the Contract Times on the basis of the removal of such person from the Project.”

b) In Paragraph 6.02.B:

(i) In the first sentence, fifth line, of Paragraph 6.02.B, delete the text “overtime work” from the sentence and keep the remaining text.

(ii) Insert the following five sentences after the first sentence:

“‘Regular Working Hours’ are defined as 8 hours per day, Monday through Friday, excluding holidays, between the hours of 7:00 AM and 6:00 PM. Requests to work other than Regular Working Hours shall be submitted to ENGINEER not less than 48 hours prior to any proposed additional daily working hours (including second and third shifts), weekend work or scheduled extended work weeks. All requests to work other than Regular Working Hours must comply with all applicable regulations and ordinances. ENGINEER shall review requests, and ENGINEER shall either (1) deny the request or (2) provide CONTRACTOR with terms for additional engineering and/or inspection costs to be paid for by CONTRACTOR as a result of overtime work in excess of the Regular Working Hours. CONTRACTOR shall agree to ENGINEER’s terms prior to ENGINEER approving CONTRACTOR’s request to work other than Regular Working Hours.”

c) Insert the following two Paragraphs immediately after Paragraph 6.02.B. as follows:

“C. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. Neither the CONTRACTOR nor any Subcontractor contracting for any part of the Work shall require or permit any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times that person’s basic rate of pay for all hours worked in excess of forty hours in such work week.

D. CONTRACTOR and all Subcontractors shall, insofar as practicable, give preference in the hiring of workers for the Project: 1) according to the Minority Outreach Plan as specified in the Contract Documents; and 2) to qualified local residents, with first preference being given to citizens of the United States who have served in the armed forces of the United States and have been honorably discharged therefrom or released from active duty therein.”

E. The cost of such overtime Work or the performance of Work on a Saturday, Sunday, or any legal holiday shall be borne by the CONTRACTOR. CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the Regular Working Hours stipulated herein. At Owner’s option, overtime costs may either be deducted from the CONTRACTOR’s monthly payment request or deducted from the CONTRACTOR’s retention prior to release of final payment. Overtime costs for the OWNER’s personnel shall be based on the individual’s current overtime wage rate. Overtime costs for personnel employed by the ENGINEER or OWNER’s employees or independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the ENGINEER or the OWNER.

F. Temporary lighting and all other facilities necessary for performing and inspecting the Work outside of Regular Working Hours shall be furnished and maintained by the CONTRACTOR at the CONTRACTOR’s expense.

G. Work shall not be performed when the weather is inclement, stormy, freezing or otherwise unsuitable. Only such Work as will not suffer injury to workmanship, materials or equipment is permitted. The CONTRACTOR shall carefully protect all Work against damage or injury from the weather, and when Work is permitted during freezing weather, shall provide and maintain approved facilities for heating the materials and equipment and for protecting the finished Work. The CONTRACTOR shall take all necessary precautions (in the event of impending storms) to protect all Work, materials, and equipment from damage or deterioration due to floods, driving rain, wind or snowstorms. The OWNER reserves the right, upon the advice of the ENGINEER, to order that additional protective measures over and beyond those proposed by the CONTRACTOR be taken to safeguard all components of the Project. The CONTRACTOR shall have no right to nor make any claim for compensation for such precautionary measures so ordered, nor have a right to or make any claim for compensation from the OWNER for damage to the Work from weather elements.

H. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rainstorms, if ordered by the ENGINEER; all freshly placed Work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. CONTRACTOR shall not be entitled to an increase in Contract Times due to Work stoppage and other time not spent working pursuant to this Paragraph.”

3. SC-6.03.

a) Add the following text at the end of Paragraph 6.03.A:

“The CONTRACTOR shall provide temporary toilet facilities for the use of all workmen. Temporary toilet facilities shall comply with local and state sanitation laws and regulations.”

b) Add the following text at the end of Paragraph 6.03.B:

“All construction shall conform (in increasing order of priority in the event of any conflict) to the requirements and dimensions in the Town of Holly Springs ‘Engineering Design and Construction Standards’, the Town Code of the Town of Holly Springs, this Contract, the construction plans, and the Specifications. All materials and workmanship, except as otherwise provided herein, shall be in accordance with the latest edition of the North Carolina Department of Transportation ‘Standard Specifications for Roads and Structures,’ and all addenda thereto, and the Town of Holly Springs ‘Engineering Design and Construction Standards.’”

- c) Add three new Paragraphs immediately after Paragraph 6.03.B as follows:

“C. Delivery of Equipment and Materials: All materials and equipment delivered to the Site shall be accompanied by certificates, signed by an authorized officer of the Supplier, and notarized, guaranteeing that the materials and equipment conform to Specifications requirements. Such certificates shall be immediately turned over to the ENGINEER. Materials and equipment delivered to the Site without such certificates shall be subject to rejection by the ENGINEER. The CONTRACTOR shall ensure that equipment and materials to be incorporated in the Work shall be delivered to the Site sufficiently in advance of their installation and use in order to prevent delay in the execution of the Work, and that they shall be delivered to the Site, as nearly as is feasible, in the other required for executing the Work. The CONTRACTOR shall provide for continuity of supply to avoid changes of supplies or manufacturers or changes in brands of materials during the Work. The CONTRACTOR shall deliver packaged materials to the Site in the manufacturer’s original, unopened, labeled containers and shall not open such containers until the approximate time for the use of the contents.

D. Storage and Protection of Equipment and Materials: The CONTRACTOR shall protect all equipment and materials from deterioration and damage. Any equipment or materials of whatever kind that may have become damaged or deteriorated from any cause shall be removed and replaced by new and satisfactory items, at the CONTRACTOR’S expense, including expenses of labor and materials for such removal and replacement. The CONTRACTOR shall store all equipment and materials at the Site in accordance with the manufacturer’s recommendations, as directed by the ENGINEER, and in conformity with applicable statutes, ordinances, regulations and rulings of any public authority having jurisdiction. The CONTRACTOR shall store the cementitious and wood materials in dry, weather-tight, ventilated spaces. The CONTRACTOR shall store ferrous materials so as to prevent contact with the ground and to prevent rusting and damage from weather. The CONTRACTOR shall store masonry materials so as to prevent them from coming in contact with earth or staining materials and shall cover and protect such materials against weather, moisture, neglect and damage. The CONTRACTOR shall protect materials and equipment from equipment damage, weather, moisture, neglect, and construction operations. The CONTRACTOR shall store all equipment and materials at the Site in the accordance with the manufacturer’s recommendation, as directed by the ENGINEER, and in conformity with applicable statutes, ordinances, regulations, and ruling of any public authority having jurisdiction. The CONTRACTOR shall not store unnecessary materials or equipment on the Site and shall take care to prevent any structure from being loaded with a weight that may endanger its security or the safety of persons and property. If the Site is such that equipment and materials cannot be safely stored at the Site, then the CONTRACTOR shall be responsible for locating and providing storage areas for equipment and materials. Such storage shall comply with all applicable statutes, ordinances, regulations and rulings of public authorities having jurisdiction.

E. *Hazardous Material*: The operations of neither the CONTRACTOR nor any Subcontractor shall expose any Town of Holly Springs employees or other person to any hazardous chemicals or other occupational safety or health hazards. The CONTRACTOR shall inform the ENGINEER about any hazardous substances that the CONTRACTOR or the Subcontractors might be using and to which the Town of Holly Springs' employees might become exposed. The CONTRACTOR shall also advise the ENGINEER of the appropriate control measures to be used by the Town of Holly Springs' employees to prevent exposure to such substances and to minimize the risks of such exposure. The OWNER shall not be responsible for any improper use of materials or substances referenced in the Contract Documents nor for any materials or substances brought to the Site by CONTRACTOR."

4. SC-6.04.

- a) Add a new Paragraph immediately after Paragraph 6.04.A as follows:

"B. If the CONTRACTOR does not take the necessary action to accomplish the Work according to the progress schedule established in accordance with Paragraph 2.07, the CONTRACTOR may be ordered by the ENGINEER in writing to take necessary and timely action to improve its Work progress, and CONTRACTOR shall take such action. The ENGINEER's order may include increasing Work forces, providing extra equipment, working extra shifts, or taking other action as required. Should the CONTRACTOR refuse or neglect to take such action or fail to accomplish improvements in meeting the progress schedule, the ENGINEER may take any action authorized under this Contract, including but not limited to withholding of payment of the Contract Price and termination of the Contract."

5. SC-6.05.

- a) Add the following sentence after the first sentence of Paragraph 6.05.A:

"It is the intent of the parties that the CONTRACTOR shall provide materials of the highest standard known to the trade and to provide materials free from defects in workmanship and product."

- b) In Subparagraph 6.05.A.2.d:

- (i) At the end of the first sentence, add the text: " , at least 14 days before such substitute item of material or equipment is to be brought to the Site."

- (ii) After the first sentence, insert the following sentence:

"The application shall include sufficient documentation and samples to allow the ENGINEER to determine the acceptability of the proposed substitute item of material or equipment."

- (iii) After the last sentence in paragraph 6.05B add the following:

"The substitution shall not be allowed without written approval of the OWNER, in its sole discretion."

6. SC-6.06.

- a) Delete Paragraphs 6.06.A and 6.06.B in their entirety and insert the following in their place:

“A. CONTRACTOR shall make a good faith effort to utilize minority business enterprises (MBEs) per North Carolina General Statutes Section 143-128, *et seq.*, as Subcontractor for the Work. CONTRACTOR shall submit for approval to the OWNER and the ENGINEER, within ten (10) days after the issuance of the Notice of Award, a list of the names of Subcontractors and Suppliers of principal items of material and equipment. CONTRACTOR shall also submit for approval to the OWNER and the ENGINEER a list of the names of any additional or replacement Subcontractors and Suppliers the CONTRACTOR wishes to use in connection with the Project prior to utilizing their services. The ENGINEER or OWNER shall notify the CONTRACTOR within ten (10) days after receipt of the list of any reasonable objections to any Subcontractor or Supplier. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection. Acceptance of any Subcontractor, other person or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective Work or remove such person from the Project pursuant to Paragraph 6.02.A.

- b) Add a new sentence at the end of Paragraph 6.06.E as follows:

“Notwithstanding the foregoing, however, OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to CONTRACTOR in accordance with CONTRACTOR’s Applications for Payment.”

7. SC-6.07.

At the end of Paragraph 6.07.A, add the following sentence:

“In the event of any claim or action by law on account of such patents or fees, it is agreed that the OWNER may retain out of the monies that are due or that may become due to the CONTRACTOR under this Contract, a sum of money sufficient to protect the OWNER against loss, and to retain the same until said claims are paid or are satisfactorily adjusted.”

8. SC-6.08.

- a) In Paragraph 6.08.A from the eighth line to the end of the Paragraph, delete the text: “or if there are no Bids.....plant investment fees.”, and insert in lieu thereof: “, and the CONTRACTOR shall pay all charges of utility owners for connections to the Work.”

9. SC-6.09.

- a) In Paragraph 6.09.A, delete the first sentence and insert in lieu thereof the following two sentences:

“The CONTRACTOR shall, at all times, observe and comply with and shall cause all of its agents and employees and all of its Subcontractors to observe and comply with all such existing Laws or Regulations. The CONTRACTOR shall protect and indemnify the OWNER and the ENGINEER and the municipalities and counties in which Work is being performed, and their officers and agents, against any claim, fee, civil penalty, fine or liability

arising from or based on the violation of any such Law or Regulation, whether by the CONTRACTOR or its employees or any of its Subcontractors.”

b) In Paragraph 6.09.B:

(i) In the first sentence, seventh line, insert “, including all fines, fees, charges, civil penalties and the like assessed against the CONTRACTOR and/or the OWNER by any governmental unit or agency (including, without limitation, the OWNER in its capacity as a municipal corporation)” after “arising out of or relating to such Work.”

(ii) Insert the following sentence prior to the first sentence of the Paragraph:

“If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, it shall give ENGINEER prompt written notice thereof.”

c) Add a new Paragraph immediately after Paragraph 6.09.C as follows:

“D. *Fines for Noncompliance with Sedimentation and Erosion Control Regulations:* The CONTRACTOR should be aware that State laws and Town ordinances provide for the imposition of fines and other civil penalties for the failure to properly plan, implement and maintain appropriate sedimentation and erosion control practices. The CONTRACTOR shall familiarize itself with all applicable sedimentation and erosion control regulations and shall follow and abide by them closely. Applicable regulations include (by way of illustration and not limitation) North Carolina General Statutes Section 113A-50 *et seq.* and Town of Holly Springs Ordinances. Violations of such regulations include (by way of illustration and not limitation) grading without prior receipt of a valid grading permit or in a manner inconsistent with such permit, failure to take reasonable measures to protect public or private property from damage caused by failure to retain sediment on site, failure to install adequate erosion and sedimentation control devices, failure to maintain temporary and/or permanent erosion control measures, failure to protect exposed slopes, failure to provide adequate ground cover, failure to revise the erosion and sedimentation control plan after notification of the need to do so, failure to keep dirt and mud off of public streets, and failure to maintain slopes. Sedimentation and erosion control laws and ordinances shall be considered among the Laws and Regulations described in Paragraph 6.09.B hereof, and CONTRACTOR shall perform all Work so as to be in compliance with same and pay all fees, fines and civil penalties in connection with the violation(s) of same that do occur. This provision is intended to call CONTRACTOR’s attention to State and Town sedimentation and erosion control plans, and nothing herein is intended to impliedly limit the types of regulations deemed to be Laws and Regulations herein, nor is anything herein intended to limit the applicability of Paragraph 6.09.A or 6.09.B as to sedimentation and erosion control laws.”

10. SC-6.10.

a) At the end of Paragraph 6.10.A, add the following text:

“Use tax is due on construction equipment brought into North Carolina for use in the performance of the Work (N.C. Revenue Laws G.S. 105-164.4 and 105-164.6). CONTRACTOR is also liable for payment of applicable privilege licenses (N.C. Revenue Laws G.S. 105-54) and for payment of applicable franchise, corporate income and withholding taxes (N.C. Revenue Laws, G.S. 105-122, 105-123, 105-134, and 105-163.2). The absence of mention of any specific tax herein in no way relieves the CONTRACTOR of its obligation to pay the same.”

b) Add two new Paragraphs immediately after Paragraph 6.10.A as follows:

“B. Refunds of all North Carolina sales and use taxes paid in the purchase of building materials, supplies, fixtures and equipment that become a part of or annex to buildings or structures being erected, altered or repaired under contracts with the OWNER are to be made to the OWNER in accordance with state law. Thus, the following procedures shall be followed in order that the OWNER may recover the full amount of the North Carolina sales use and taxes permitted to be refunded to it under the law.

1. It shall be the CONTRACTOR’s responsibility to furnish the OWNER documentary evidence showing the material used and sales tax paid by the CONTRACTOR and each of its Subcontractors and Suppliers.

2. With each partial payment request submitted at the end of a calendar month, fiscal year or final payment, the CONTRACTOR must furnish (i) a certified and notarized statement setting forth the cost of the property purchased from each vendor and the amount of sales and/or use tax paid thereon, and (ii) documentary evidence supporting the statement, including copies of invoices for which the statement is being submitted, with invoice numbers indexed to the statement.

3. The statement shall show all taxes and assessments paid to the State of North Carolina, the County of Wake, and the Town of Holly Springs, including the North Carolina Sales Tax and the Town of Holly Springs Tax, and the statement shall list any payments made directly to the North Carolina Department of Revenue.

4. In the event the CONTRACTOR makes several purchases from the same vendor, the statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the sales and use taxes paid thereon.

5. Such statement must include the cost of any tangible personal property withdrawn from the CONTRACTOR’s warehouse stock and the amount of sales or use tax paid thereon by the CONTRACTOR.

6. Similar certified statements by its Subcontractors must be obtained by the prime CONTRACTOR and furnished to the OWNER.

7. If no tax has been paid during the pay request period, ‘NONE’ shall be entered on the tax form.

C. Materials used in the Project from the CONTRACTOR’s as Subcontractor’s warehouse stock shall be billed to the OWNER at warehouse stock prices.”

11. SC-6.11.

a) In Paragraph 6.11.A.1:

(i) Add four new sentences immediately after the first sentence as follows:

“Storage of equipment or materials, or erection and use of sheds outside of the Site, if such areas are the property of the OWNER, shall be used only with the OWNER’s approval. Such storage or temporary structures, even within the Site, shall be confined to

the OWNER'S property. CONTRACTOR shall not utilize property other than the Site, including property designated as easement area or right of way area, unless specifically permitted elsewhere in the Contract Documents, without the express permission of the owner thereof. Such permission of owners of other properties shall not be sought by the CONTRACTOR without the express permission of the OWNER to so approach such owners."

(ii) Add two new sentences at the end of the Subparagraph as follows:

"Prior to commencement of Work in the vicinity of property adjacent to the Site, CONTRACTOR, at its own expense, shall take such surveys as may be necessary or expedient to establish the existing conditions of the property. Any damage or injury occurring to any property as a result of any act, omission or neglect on the part of the CONTRACTOR shall be repaired so that the property is restored in a proper and satisfactory manner, or replaced, by and at the expense of the CONTRACTOR, to an equal or superior condition than previously existed."

b) In Subparagraph 6.11.A.2, add two new sentences at the end of the Subparagraph as follows:

"CONTRACTOR shall be responsible for all costs in connection with the settlement of or defense against such claims. Before final payment under the Contract shall be made to the CONTRACTOR, the CONTRACTOR shall furnish satisfactory evidence to the OWNER that all claims for damage have been legally settled, that sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained."

c) In Paragraph 6.11.B:

(i) In the second sentence, add the following at the end of the sentence:

", and shall include, without limitation, appropriate sedimentation control measures, as applicable."

(ii) Add the following text after the second sentence of Paragraph 6.11.B:

"During construction, the CONTRACTOR shall regularly remove from the Site all accumulated debris and surplus materials of any kind that result from its operations. Unused equipment and tools shall be stored at the CONTRACTOR's yard or base of operations for the Project. When the Work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights of way, easements, or private property, the CONTRACTOR shall, as the Work progresses, promptly backfill, compact, grade, and otherwise restore the disturbed area to a basic condition that will permit resumption of pedestrian or vehicular traffic and any other essential activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed as promptly as possible so that the Site maintains a neat appearance."

d) In Paragraph 6.11.C:

(i) In the first sentence, after the words "clean the Site," insert the words "to a neat and orderly condition meeting or exceeding its appearance prior to construction."

(ii) At the end of the Paragraph, add the following sentences:

“Failure to clean and prepare the Site in accordance with this Paragraph shall forestall CONTRACTOR’s right to receive its final payment of the Contract Price. At the Contract Time for full performance of the Work, if the cleaning and preparation is not complete, OWNER may make arrangements for same with a third party. The CONTRACTOR shall reimburse the OWNER for all costs associated with such work in a deduction in the Contract Price or by direct payment from the CONTRACTOR to the OWNER, or a combination of both, at the option of the OWNER.”

e) Add three new Paragraphs immediately after Paragraph 6.11.D as follows:

“E. Traffic to and from the Site: The CONTRACTOR shall maintain traffic to, from and around the Site in accordance with the Town of Holly Springs Engineering Design and Construction Standards, Section 150 of the NCDOT ‘Standard Specifications for Roads and Structures’ and the following provisions: At the end of each workday, the CONTRACTOR shall backfill, up to the edge and elevation of existing pavement, any area adjacent to the travelway that has a drop off of more than three (3) inches. The CONTRACTOR shall perform this work at no additional cost to the OWNER. Access to the Site and properties adjacent to the Site shall be maintained at all times throughout the Project. Where driveways, mailboxes and/or other improvements are disturbed, temporary drives, mailboxes and/or other improvements if appropriate shall be installed immediately and maintained until such time as permanent repair to the driveways, mailboxes and/or other improvements is made. An ABC stone base shall be used to maintain temporary driveways. No additional payment shall be made by the OWNER or other parties to the Contract for such temporary driveway construction and maintenance because such Work shall be considered incidental to the Contract and included in the Contract Price.

F. Work in Streets, Highways and Other Rights of Way: Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights of way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), and the like, shall be done in accordance with the applicable portions of the Specifications and the requirements of authorities having jurisdiction. The OWNER shall make all arrangements with the proper authorities for such Work, including the obtaining of permits, and shall pay costs associated with such, with the exception of electrical permits, blasting permits and inspections. The CONTRACTOR shall keep a copy of all required permits on the Site at all times. The CONTRACTOR shall be responsible for all bonds required by the North Carolina Department of Transportation.

G. Final Clean-up and Site Rehabilitation: Before leaving the Site upon completion of the Work, the CONTRACTOR shall remove from the Site all accumulated debris and surplus materials of any kind that result from the Project, including construction equipment, tools, sheds, sanitary enclosures, and the like. The completed Project shall be turned over to the OWNER in a neat and orderly condition. The Site shall be rehabilitated or developed in accordance with other sections of the Specifications and the Drawings. In the absence of any portion of these requirements, the CONTRACTOR shall completely rehabilitate the Site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items whose permanent removal or relocation was required in the Contract Documents or so ordered by the OWNER.”

H. Mail Service: Mail service shall not be interrupted by construction activities. In the

event that mailboxes are relocated or temporarily removed, the Contractor must provide alternate methods as approved by the US Postal Service and the Owner for property owners to receive uninterrupted mail service. There will be no separate payments issued for alternate measures required to maintain mail service.

12. SC-6.12.

- a) Add a new sentence at the end of Paragraph 6.12.A as follows:

“Failure to furnish the ENGINEER with accurate and detailed record documents shall be grounds for withholding final payment until such record documents have been properly furnished.”

- b) Add a new Paragraph immediately after Paragraph 6.12.A of the EJCDC General Conditions, as follows:

“B. “Contractor shall maintain ‘as-built’ record drawings, current with the progress of the Work on the Project site, available for inspection on site, and shall provide them in mylar and electronic format to the ENGINEER and the OWNER prior to Substantial completion.”

13. SC-6.13.

- a) In Paragraph 6.13.A, add the following text at the end of the first sentence:

“, and shall be solely and completely responsible for conditions of the Site, including the safety of all persons and property at the Site, preparatory to and during performance of the Work.”

- b) In Paragraph 6.13.B:

- (i) In the first sentence, second line, after the words “Laws and Regulations,” insert the text “, including such safety regulations as may be prescribed from time to time by the ENGINEER, the OWNER or local authorities having jurisdiction,”.

- (ii) In the first sentence, fourth line, after the text “damage, injury or loss:” delete the word “and”.

- (iii) In the first sentence, fifth line, after the words “safety and protection”, insert the text:

“; and shall, when so directed by the ENGINEER or the OWNER, properly correct any unsafe conditions created by, or unsafe practices being committed on the part of its employees, Subcontractors, Suppliers or any individual or entity directly or indirectly employed by any of them. The CONTRACTOR shall fully comply with any and all applicable portions of the latest revision of the North Carolina Division of Highway ‘Policies and Procedures for Accommodating Utilities on Highway Right of Way.’ In the event of the CONTRACTOR’S failure to comply with any of the safety precautions referenced herein or in the Contract Documents, the ENGINEER or OWNER may take the necessary measures to correct the conditions or practices complained of; and all costs thereof will be deducted from the Contract Price due the CONTRACTOR. Failure of the ENGINEER to direct the correction of unsafe conditions or practices shall not relieve the CONTRACTOR of its responsibility hereunder.”

- (iv) In the third sentence, delete the seventeenth line, now reading:
“CONTRACTOR (except damage or loss attributable to the”

and insert the following text in its place:

“CONTRACTOR (except and to the extent that such damage or loss is attributable to the”.

- (v) In the fourth sentence, insert after the words “responsibilities for safety and for protection of the Work” the text “and those people and that property that come into contact with the Work.”

- (vi) In the fourth sentence, insert after the words “shall continue” the text “even during non-working hours,”.

- c) Add two new Paragraphs immediately after Paragraph 6.13.B as follows:

“C. In the event of any claims for damage or alleged damage to persons or property as a result of Work under this Contract, the CONTRACTOR shall be responsible for all costs in connection with the settlement of or defense against such claims. Before final payment to the CONTRACTOR is made under the Contract, the CONTRACTOR shall furnish satisfactory evidence that all claims for damage have been legally settled or that sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

D. The Construction Documents and the joint and several phases of construction contemplated by the Construction Documents are to be governed at all times by applicable provisions of local and State laws, ordinances and regulations and Federal laws, including but not limited to the latest amendments of the Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction; and Williams and Steiger Occupational Safety and Health Act of 1970, including rules and regulations issued pursuant thereto (OSHA), applicable to the Work and performance of the Contract. Where applicable to the Work, in addition to the requirements of the General Conditions, as supplemented by these Supplementary Conditions and any Special Conditions, the CONTRACTOR shall fully comply with any and all applicable portions of the Division of Highway ‘Policies and Procedures for Accommodating Utilities on Highway Right of Way’ or latest revision. The duty of the ENGINEER to conduct a construction review of the CONTRACTOR’s performance is not intended to include a review of the adequacy of the CONTRACTOR’s safety measures in, on, or near the Site.”

14. SC-6.15.

Add a new Paragraph immediately after Paragraph 6.15.A as follows:

“B. CONTRACTOR shall notify the OWNER immediately, and no event more than eight hours later, after an emergency has occurred if an emergency compromising the safety of persons or property at the Site has occurred.”

15. SC-6.17.

- a) In Paragraph 6.17.A, delete the third sentence and insert the following sentence in its place:

“CONTRACTOR shall provide on the Shop Drawings complete data with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials and equipment that CONTRACTOR agrees to provide, and the Shop Drawings shall be sufficient to enable ENGINEER to review the information for the purposes delineated in paragraph 6.17.E.”

- b) Add two new Subparagraphs immediately following Subparagraph 6.17.D.3 as follows:

“4. All submittals required by the Contract Documents shall be submitted in three (3) copies plus the number to be returned to the CONTRACTOR. Samples and Operation and Maintenance Manuals required by the Contract Documents shall be submitted in three (3) copies, none of which will be returned.

5. All submittals shall be checked by CONTRACTOR for accuracy and conformance to the Contract Documents before submittal to ENGINEER. Shop Drawings shall show the location of all structural members, walls, and slabs with relation to the Work on the layout drawings. Any potential interference with structural members, pipes, ducts, or other equipment or work must be brought to the Engineer’s attention by the CONTRACTOR in writing.”

16. SC-6.19.

- a) In Paragraph 6.19.A, in the second sentence, fifth line, insert after the word “damage” the word “normally”.

- b) Add a new Paragraph 6.19.C as follows:

“C. By entering into the Contract with the OWNER, the CONTRACTOR represents and warrants:

1. That CONTRACTOR is experienced in and competent to perform the type of Work required and to furnish the plant, materials, supplies or equipment to be so performed or furnished by it.

2. That CONTRACTOR is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required under the Contract.

3. That CONTRACTOR is familiar with all federal, state, county, municipal and department laws, ordinances, permits, regulations and resolutions which may in any way affect the Work or those employed therein, including but not limited to any special laws or regulations relating to the Work or any part thereof.

4. That such temporary and permanent Work required by the Contract Documents that is to be done by CONTRACTOR will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property.

5. That CONTRACTOR has carefully examined the Contract Documents and the Site of the Work and that from its own investigations, it has satisfied itself and made itself familiar with: (1) the nature and locations of the Work; (2) the character, quality and quantity of surface and subsurface materials likely to be encountered, including, but

not limited to all structures and obstructions on or at the Project Site, whether natural or man-made; (3) the character of equipment and other facilities needed for the performance of the Work; (4) the general and local conditions including, without limitation, the climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (5) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (6) all other matters or things which could in any manner affect the performance of the Work.

6. That CONTRACTOR will fully comply with all requirements of the Contract Documents.

7. That CONTRACTOR will perform the Work consistently with good workmanship, sound business practice, and in the most expeditious manner, consistent with the best interests of the OWNER.

8. That CONTRACTOR will furnish efficient business administration and experienced superintendents and an adequate supply of workmen, equipment, tools and materials at all times.

9. That CONTRACTOR has carefully reviewed the Work required and that the Work can be planned and executed in a normal and orderly sequence of Work and reasonably scheduled so as to ensure completion of the Project in accordance with the Contract Documents, allowing for normal and reasonable foreseeable weather, labor and other delays, interruptions and disruptions of the Work.

10. That CONTRACTOR will complete the Work within the Contract Time and all portions thereof within any required Contract deadlines.

11. That the Contract Price is based upon the labor, materials, systems and equipment required by the Contract Documents, without exception.

12. That CONTRACTOR will make a good faith effort to utilize minority business enterprises (MBEs) per N.C. General Statutes Section 143-128, *et seq.*, as Subcontractors for the Work.

13. That Contractor is not at the time of the making of the Contract in dispute with the Town of Holly Springs in connection with any project for which it has performed Work.”

17. SC-6.20.

a) In Paragraph 6.20.A:

(i) In the first sentence, sixth line, after the word “costs” insert the text “, civil penalties, fines...”

(ii) In the first sentence, eleventh line, after the word “cost” insert the text “,civil penalty, fine...”

(iii) Add two new sentences at the end of Subparagraph 6.20.A.2 as follows:

“If through the negligence on the part of CONTRACTOR performing the Work, any other contractor or any subcontractor shall suffer or claim to have suffered loss or damage, CONTRACTOR shall reasonably attempt to settle such claims with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against OWNER on account of any damage alleged to have been sustained, OWNER shall notify CONTRACTOR, who shall indemnify and hold harmless OWNER against any such claims.”

b) Add a new Paragraph immediately after Paragraph 6.20.C as follows:

“D. Nothing in the Contract Documents shall create or give to third parties any claim or right of action against the CONTRACTOR, the OWNER or the ENGINEER beyond such claims or rights as legally exist irrespective of the Contract.”

18. SC-6.21.

Add a new Section immediately after Section 6.20 as follows:

“6.21 *Contractor License Requirements.*

- A. CONTRACTOR shall be licensed in North Carolina in an amount equal to one and one-half (1-1/2) times the total Contract Price for all of the Work. CONTRACTOR shall have and maintain a valid Town of Holly Springs Privilege License to perform the Work. If the Work involves any roadway construction, CONTRACTOR shall have and maintain a current unlimited General Contractor’s license with the ‘Highway Contractor’ classification.”

G. ARTICLE 7 – OTHER WORK

1. SC-7.01.

In Paragraph 7.01.B:

- (i) In the third sentence, twelfth line, after the word “endanger,” insert the words “others or”
- (ii) In the fourth sentence, seventeenth line, after the words “for the benefit of”, insert the text “OWNER,”

2. SC-7.02.

In Paragraph 7.02.A, in the first sentence, first line, after the word “intends,” insert the words “at the time of the making of the Agreement”.

3. SC-7.03.

Add a new Section immediately after Section 7.02 as follows:

“7.03 *Remedies*

- A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of CONTRACTOR’s performance of the Work at the Site be made by any separate contractor against CONTRACTOR,

OWNER, ENGINEER, ENGINEER's Consultants, the Construction Coordinator or any other person, then CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, ENGINEER's Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration or mediation costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter that seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants and Construction Coordinator for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not alter the liability of OWNER, ENGINEER, ENGINEER's Consultant and Construction Coordinator for activities that are their respective responsibilities."

H. ARTICLE 8 – OWNER'S RESPONSIBILITIES

1. SC-8.01.

In Paragraph 8.01.A:

- (i) Insert "as amended by the Supplementary Conditions and any Special Conditions, and unless OWNER is also acting as the ENGINEER or the inspector for the Project," after "Except as otherwise provided in these General Conditions".
- (ii) Add at the end of the sentence "or shall copy ENGINEER on its direct correspondence with CONTRACTOR."

I. ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

1. SC-9.01.

In Paragraph 9.01.A:

- (i) At the end of the first sentence, add ", unless and until the OWNER provides otherwise in writing to the CONTRACTOR, and all instructions of the ENGINEER as the OWNER's representative shall be executed promptly and efficiently by the

CONTRACTOR and its Subcontractors.”

(ii) Delete the second sentence in its entirety.

2. SC-9.02.

Add a new Paragraph immediately after Paragraph 9.02.B as follows:

“C. After hours or weekend Work shall include only such tasks that do not require observation by the ENGINEER unless the OWNER specifically authorizes otherwise in writing.”

3. SC-9.03.

In Paragraph 9.03.A, add the text “and any Special Conditions” at the end of the second sentence, after “in the Supplementary Conditions”.

4. SC-9.05.

In Paragraph 9.05.A, delete the last sentence, on the ninth through the thirteenth lines, and insert the following in its place:

“If the CONTRACTOR decides that the Field Order should result in an increase of the Contract Price or a change in the Contract Times, then the CONTRACTOR shall submit a written request regarding such an adjustment to the ENGINEER prior to commencing the Work. If the CONTRACTOR proceeds with the Work prior to the execution of the Change Order, such Work shall be performed with the understanding that the increase in the Contract Price or a change in the Contract Times requested is subject to the approval of the OWNER. The decision rendered by the OWNER concerning the request for an increase in the Contract Price or a change in the Contract Times resulting from a Field Order shall be final.”

5. SC-9.10.

a) In Paragraph 9.10.A., insert the following text at the beginning of the first sentence:

“Unless otherwise specified in any separate agreement between the OWNER and the ENGINEER,”

and replace the former initial word of the first sentence “Neither” with “neither”.

b) In Paragraph 9.10.B, insert the following at the beginning of the first and the second sentence:

“Unless otherwise specified in any separate agreement between the OWNER and the ENGINEER,”.

c) In Paragraph 9.10.C, insert the following at the beginning of the sentence:

“Unless otherwise specified in any separate agreement between the OWNER and the ENGINEER,”.

d) In Paragraph 9.10.D., in the first sentence, sixth line, delete the word “generally”.

e) Renumber Paragraph 9.10.E as 9.10.F.

f) Add a new Paragraph immediately following Paragraph 9.10.D as follows:

“E. The presence or absence of the ENGINEER at the Site shall in no way modify the CONTRACTOR’s responsibility for conformity with the Drawings and Specifications. Failure of the ENGINEER to reject materials or Work that does not conform with the Drawings and Specifications, whether from lack of discovery or for any other reason, shall in no way prevent later rejection of or corrections to the unsatisfactory materials or Work when discovered. The CONTRACTOR shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory Work.”

J. ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

1. SC-10.01.

Add three new Paragraphs immediately after Paragraph 10.01.B as follows:

“C. If CONTRACTOR claims (1) that any work he/she has been ordered to do is not part of the Work required by the Contract Documents (hereinafter referred to as ‘Extra Work’) and that he/she has performed or is going to perform Extra Work, or (2) that any action or omission of OWNER or ENGINEER is contrary to the terms and provisions of the Contract Documents, CONTRACTOR shall:

- (i) Verbally inform the ENGINEER or OWNER of its claim and then Promptly comply with such order;
- (ii) File with ENGINEER, within fourteen working days after being ordered to perform the work claimed by him/her to be Extra Work or within fourteen working days after commencing performance of the Extra Work, whichever date shall be the earlier, or within fourteen working days after the action or omission of the OWNER or the ENGINEER occurred or was due, a written notice stating the basis of his/her claim and a request for a determination thereof;
- (iii) File with ENGINEER thirty (30) calendar days after said alleged Extra Work was required to be performed or said alleged Extra Work was commenced, whichever date shall be earlier, or said alleged action or omission by OWNER or ENGINEER occurred or was due, a verified detailed statement, with documentary evidence of the items and basis of his/her claim;
- (iv) Produce for OWNER’S examination, upon notice from OWNER, all his/her books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and canceled checks showing all of his/her actions and transactions in connection with or relating to or arising by reason of his/her claim, and submit himself/herself and persons in his/her employment and in his/her Subcontractor’s employment for examination under oath by any person designated by OWNER to investigate any claims made against OWNER under the Contract, such examination to be made at the offices of OWNER or OWNER’S agent;
- (v) Proceed diligently, pending and subsequent to determination of OWNER with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of OWNER and ENGINEER.

D. CONTRACTOR'S failure to comply with any or all of the provisions of Paragraph 10.01.C shall be deemed to be: (1) a conclusive and binding determination that said order, work action or omission is not additional or extra Work for CONTRACTOR and is not contrary to the terms and provisions of the Agreement; and (2) a waiver by CONTRACTOR of all claims for additional compensation or damages or extension of Contract Times as a result of said order, work action or omission.

E. Only OWNER may waive or modify any of the provisions of Paragraphs 10.01.C or 10.01.D, which waiver must be done in writing and signed by OWNER. In any action against OWNER to recover any sum in excess of the sum certified by OWNER to be due under or by reason of the Contract, CONTRACTOR must allege in his/her complaint and prove at trial compliance with the provisions of Paragraph 10.01.C. Nothing in paragraphs 10.01.C, 10.01.D, or this paragraph shall in any way affect OWNER's right to obtain an examination of CONTRACTOR before trial or discovery and inspection in any action that might be instituted by or against OWNER or CONTRACTOR."

2. SC-10.05.

a) In Subparagraph 10.05.B.1, in the third line, after the text "Article 16", insert the words "or in the Supplementary Conditions".

b) In Subparagraph 10.05.B.2:

(i) In the second line, after the text "Article 16", insert the words "or in the Supplementary Conditions".

(ii) In the fifth and sixth lines, delete the words "after the date of such decision" and insert in their place "after the date such decision is delivered to OWNER and CONTRACTOR".

(iii) In the eighth line, delete the words "within 60 days after the date of such decision" and insert in their place the following:

"within 60 days after the date of delivery of such decision, if the appealing party is the CONTRACTOR, and within 90 days after the date of delivery of such decision, if the appealing party is the OWNER,".

c) In Paragraph 10.05.C, add the following to the end of the sentence:

“, in which case an appeal from the denial of the claim may be made in accordance with subparagraph 10.05.B.1 or 10.05.B.2.”

d) Add a new Paragraph immediately following Paragraph 10.05.D as follows:

“E. CONTRACTOR shall diligently continue all Work and adhere to the progress schedule to the extent possible during the resolution of any dispute, including a Claim, even if the dispute or Claim pertains to Contract Times, Contract Price, or any other integral feature of the Agreement, unless the OWNER and the CONTRACTOR agree otherwise in writing.”

3. SC-10.06; SC-10.07.

Add two new Sections immediately after Section 10.05 as follows:

“10.06 Requests for Changes in the Work

A. At any time ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within 21 calendar days after receipt of a request for a quotation for a proposed change, the CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or alterations of the Contract Times for the proposed change. ENGINEER shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all cost and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 11 and 12, and in sufficient detail to reasonably permit an analysis by ENGINEER of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact as required by the Contract Documents. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule.

10.07 Effect of the Change Order

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

K. ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

1. SC-11.01.

a) In Subparagraph 11.01.A.5:

- (i) In Subparagraph 11.01.A.5.c add the following text between the second and third sentence:

“Rental rates shall include all fuel, lubricants, insurance and the like necessary in connection with the use of the equipment. Equipment rental charges shall not exceed the prorated monthly rental rates listed in the current edition of the ‘Compilation of Rental Rates for Construction Equipment’ as published by the Associated Equipment Distributors. Hourly charges shall be determined by dividing the monthly rates by 176.”

(ii) In Subparagraph 11.01 A 5.c eliminate the words “CONTRACTOR or” from the first sentence, third line.

(iii) In Subparagraph 11.01.A.5.f:

(1) In the first sentence, fifth, sixth and seventh lines, delete the following text without substitution:

“(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D)”.

(2) In the first sentence, eighth line, after the text “provided” insert the text “and to the extent that”.

(iv) In Subparagraph 11.01.A.5.h:

(1) In the third line, after the text “petty cash items” insert the text “, all of which must be”.

(2) In the fourth line, after the text “connection with” insert the text “and in furtherance of”.

b) Add a new Subparagraph immediately following Subparagraph 11.01.B.5, as follows:

“6. Any costs due to the CONTRACTOR, or the Subcontractors or Suppliers, not properly performing or supplying the Work, including, without limitation, not adhering to the progress schedule.”

c) In Paragraph 11.01.C add the following sentence at the end of the Paragraph:

“The CONTRACTOR’s fee shall not be applied to payroll taxes, social security contributions, or unemployment taxes.”

2. SC-11.04.

Add a new Section immediately after Section 11.03 as follows:

“11.04 *Costs Included in Contract Price*

A. ENGINEER acknowledges that the Contract Price includes CONTRACTOR’s costs of bonds, insurance, transportation of materials, labor and equipment, general administration, and the like. Gravel construction entrances to the Site also are included in the Contract Price.”

L. ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME

1. SC-12.01.

a) In Subparagraph 12.01.C.1, replace in its entirety without substitution with:

“a mutually acceptable fixed fee or a mutually acceptable percentage of Cost of Work;
or”

- b) In Subparagraph 12.01.C.2.b, in the third line, after the word “percent” and before the semicolon, add the words “based on the Subcontractor’s Cost of Work;”.

2. SC-12.02.

Add a new Paragraph after Paragraph 12.02.B as follows:

“C. Pending any adjustment of the Contract Times pursuant to the terms of this paragraph 12.02, the CONTRACTOR shall diligently continue all Work and adhere to the progress schedule and the Contract Times to the extent possible.”

3. SC-12.03.

- a) In Paragraph 12.03.A:

- (i) Insert the following immediately after the first sentence:

“Extensions granted to the Contract Times shall reflect the actual delay likely to be caused to the date of Substantial Completion. For example, a 3-day delay in the exterior landscaping due to abnormal weather conditions may or may not result in a full 3-day delay in the remainder of the Work such that Substantial Completion is also delayed a full three days. Only the resulting delay to Substantial Completion shall be credited to the Contract Times.”

- (ii) Insert the following at the end of the Paragraph:

“‘Abnormal weather’ is defined as weather that is more severe than the average weather for the particular time(s) and date(s) in question as compared to the last 5-year average. The ‘average’ shall be based on the ‘Local Climatological Data’ published by the National Oceanic and Atmospheric Administration for the Project area. It shall be the responsibility of the CONTRACTOR to furnish all data necessary to support its request. The CONTRACTOR shall not be entitled to additional compensation as a result of time extensions not due to acts or neglect by the OWNER.”

4. SC-12.06.

Delete Paragraph 12.06.B in its entirety and insert the following in lieu thereof:

“B. The CONTRACTOR agrees to make no claim against OWNER, ENGINEER, their agents, representatives, or employees for damages or a change in the Contract Price for delay in the performance of this Contract occasioned by any act or omission to act of the OWNER or any of its representatives, and agrees that any such potential claim shall be fully satisfied by an extension of time to complete performance of the deemed Work as provided in Paragraph 12.03.”

5. SC-12.07.

Add a new Section immediately after Section 12.06 as follows:

“12.07 *Float Times and Contract Times and Contract Price*

A. Notwithstanding the agreement by the parties that the CONTRACTOR controls and has responsibility for matters of scheduling, sequencing and arranging the work, the

parties hereby agree that the float time is a benefit to the OWNER in the progress schedule, and therefore, without obligation to extend either the overall completion date or any intermediate completion dates set out in the progress schedule, the OWNER may initiate changes to the Work that absorb float time only. OWNER-initiated changes that affect the critical path on a critical path methods schedule shall be the sole grounds for extending (or contracting) said completion dates. CONTRACTOR-initiated changes that encroach on the float time identified in the current progress schedule may be accomplished with the OWNER's concurrence. Such changes, however, shall give way to OWNER-initiated changes competing for the same float time.

B. Portions of the Work that are listed in the progress schedule with a float time may, at the option of the OWNER, be performed using any or no amount of the float time, but in no event shall performance of the Work during the float times entitle the CONTRACTOR to an increase in the Contract Price as to such portions of the Work or as to other portions of the Work.”

M. ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

1. SC-13.03.

- a) Add two sentences at the end of Paragraph 13.03.C as follows:

“Testing to be performed under the Contract Documents shall be performed in accordance with the North Carolina Department of Transportation ‘Materials Specifications Guidelines’ and the Town of Holly Springs ‘Engineering Design and Construction Standards’. If and to the extent that the Town of Holly Springs testing standards conflict with and are more stringent than those of the North Carolina Department of Transportation, testing shall be performed in accordance with the Town of Holly Springs standards.”

- b) In Paragraph 13.03.E, replace the following words at the end of the sentence:

“be uncovered for observation”

with:

“be uncovered and made available for inspection at the CONTRACTOR’s expense”.

- c) In Paragraph 13.03.F, in the fourth line, after the word “same”, insert the text “, and given ENGINEER time to inspect same,”.

- d) Add four Paragraphs immediately after Paragraph 13.03.F as follows:

“G. The CONTRACTOR shall allow the ENGINEER sufficient time and opportunity for testing materials and equipment to be used in the Work. The CONTRACTOR shall advise the ENGINEER promptly upon placing orders for materials and equipment so that arrangements may be made, if desired by the ENGINEER, for inspection before shipment from the place of manufacture. The CONTRACTOR shall at all times furnish the ENGINEER and all OWNER representatives appropriate facilities for performing inspections and tests, including any labor necessary, and shall allow proper time for inspecting and testing materials, equipment, and workmanship. In setting Contract Times and a progress schedule for the Work, the CONTRACTOR should anticipate that delays may

be caused in the execution of Work due to the necessity of materials and equipment being inspected and accepted for use. The CONTRACTOR shall furnish, at its own expense, samples of all materials required by the ENGINEER for testing, and shall make its own arrangements for providing water, electric power, and/or fuel for the various inspections and tests of structures and equipment.

H. The CONTRACTOR shall furnish the services of representatives of the manufacturers of certain equipment if so prescribed in the Specifications. The CONTRACTOR shall also place its orders for such equipment requiring that, after the equipment has been tested prior to final acceptance of the Work, the manufacturer shall furnish the OWNER with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the CONTRACTOR, unless specified otherwise in the Contract Documents.

I. The OWNER reserves the right to independently perform, at its own expense, laboratory tests on random samples of material or performance tests on equipment delivered to the Site. These tests if made shall be conducted in accordance with the Specification requirements or other appropriate standards. The entire shipment represented by any given sample or piece of equipment may be rejected on the basis of the failure of a sample or piece of equipment to meet specified test requirements. All rejected materials and equipment shall be removed from the Site, whether stored or installed in the Work, and the required replacement shall be made, all at no additional cost to the OWNER in accordance with terms of Paragraphs 13.06 through 13.09.

J. Whenever nonconformance is discovered by the ENGINEER as a result of tests, inspections, or investigations, the CONTRACTOR shall bear responsibility for the full cost of such tests, whether otherwise required to pay for such tests, inspections or investigations under the Contract Documents, and shall directly pay for such services or shall reimburse the OWNER for such costs. Once nonconformance has been discovered, the cost of any additional tests and investigations that are ordered by the ENGINEER to ascertain subsequent conformance with the Contract Documents shall be borne by the CONTRACTOR, whether or not the original tests, inspections, or investigations of such nonconforming Work were originally required by the Contract Documents to be borne by another party.”

2. SC-13.05.

- a) In Paragraph 13.05.A, in the fourth line, after the word “will” insert the words “or is likely to”.
- b) Add a new Paragraph immediately after Paragraph 13.05.A as follows:

“B. If OWNER stops Work under Paragraph 13.05.A, CONTRACTOR shall be entitled to no extension of Contract Times or increase in Contract Price.”

3. SC-13.06.

- a) In Paragraph 13.06.A:
 - (i) At the end of the first sentence, after the word “defective,” insert the text “, even if such Work has previously been overlooked by ENGINEER and estimated as a basis for payment.”

(ii) Add two new sentences immediately after the first sentence as follows:

“At any time during the progress of the Work and up to the date of final acceptance, the ENGINEER shall have the right to reject any Work that does not conform to the requirements of the Contract Documents, even if such Work has been previously inspected and paid for. Any omissions or failure on the part of the ENGINEER to disapprove or reject any Work or materials at the time of inspection shall not be construed as an acceptance of any defective Work or materials.”

(iii) In the [original] second sentence, [originally on the] eleventh line, after the words “work of others” and before the end parenthesis, insert the words “or other portions of the Work affected by such correction, removal, or replacement.”

b) Add a new Paragraph immediately after Paragraph 13.06.A as follows:

“B. The ENGINEER may order tests of imperfect or damaged Work, equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the CONTRACTOR; and the nature, tester, extent and supervision of the tests shall be as determined by the ENGINEER. If the results of the tests indicate that the required functional capability of the Work, equipment, or material was not impaired, then the Work, equipment, or materials may be deemed acceptable by OWNER. If the results of such tests reveal that the required functional capability of the questionable Work, equipment or materials have been impaired, then such Work, equipment, or materials shall be deemed imperfect and shall be replaced at the CONTRACTOR’s expense. The CONTRACTOR may elect to replace the imperfect Work, equipment, or material immediately upon their identification as such in lieu of performing the tests for functional capability.”

4. SC-13.07.

a) In Paragraph 13.07.A, insert at the end of the second sentence the words “immediately upon the submission of an invoice for such expenses to the CONTRACTOR by the ENGINEER or the OWNER”.

b) In Paragraph 13.07.C, insert at the end of the sentence the text:

“, or, if such correction or removal and replacement took longer than one year, then for such period of time as the correction or removal and replacement took. All warranties for the Work so affected shall be extended for the same amount of time.”

5. SC-13.08.

a) In Paragraph 13.08.A, at the end of the second sentence, insert the text “and a proportionate amount of the CONTRACTOR’s fee.”

b) In Paragraph 13.08.C, at the end of the first sentence, insert the text “, including a proportionate decrease in the amount of the CONTRACTOR’s fee.”

N. ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

1. SC-14.02.

- a) Delete Subparagraph 14.02.A.1 in its entirety and insert the following in its place:

“1. Once a month after the Work has commenced, CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. The due date for submitting an Application for Payment shall be the 25th day of the month for which the application is being made. Request for payment shall be submitted on the standard forms included in the Contract Documents unless approved otherwise by the ENGINEER. All submittals shall include five (5) copies of Application for Payment forms, all bearing original signatures. The Certificate of Sales Tax Paid, shall be notarized and bearing original signatures and shall also be submitted as described under Section 6.10. If payment is requested on the basis of materials and equipment not incorporated into the Work but delivered and suitably stored at the Site or at another location agreed to in writing by the OWNER, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER, which shall establish the OWNER’s title to the materials and equipment, clear of liens, and protection of the OWNER’s interest in the materials and equipment, including the maintenance of insurance on materials stored off the site.”

- b) In Subparagraph 14.02.A.2, in the third line, after the word “CONTRACTOR” insert the words “and all Subcontractors who have performed Work or are otherwise receiving payment under the Application for Payment.”

- c) Add two new Subparagraphs immediately after Subparagraph 14.02.A.3 as follows:

“4. Beginning with the second Application for Payment, each Application shall include evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective Supplier(s) within sixty days of payment by OWNER. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

5. Each Application for Payment shall include the current list of Subcontractors and Suppliers providing labor or materials to the Site. Failure to provide an accurate list, or the existence of Subcontractors or materials at the Site that have not been approved by the OWNER and the ENGINEER, may result in the withdrawal of previous approval(s) and/or removal of the cost of labor and/or materials provided by unapproved Subcontractors and/or Suppliers from the current and future Applications for Payment.”

- d) In Subparagraph 14.02.B.2:

(i) Delete the “and” at the end of Clause 14.02.B.2.b.

(ii) Replace the “.” At the end of Clause 14.02.B.2.c with “; and”.

(iii) Add a new Clause immediately after Clause 14.02.B.2.c as follows:

“d. any fines owed by CONTRACTOR (to third parties or the OWNER), setoffs, or other reductions in the amount due to CONTRACTOR have been subtracted from the current or previous Applications for Payment.”

- e) In Subparagraph 14.02.B.3, in the first line, delete the text “By recommending any such payment ENGINEER” and insert in its place the text “Except as specified in any separate agreement between the OWNER and the ENGINEER, and only to the extent of that agreement, the ENGINEER through his recommendation...”
- f) In Subparagraph 14.02.B.4, in the first line, delete the text “Neither” and insert in its place the text “Except as specified in any separate agreement between the OWNER and the ENGINEER, and only to the extent of that agreement, neither...”
- g) In Subparagraph 14.02.B.5:
 - (i) Delete the “or” at the end of Subparagraph 14.02.B.5.c.
 - (ii) Replace the “.” at the end of Subparagraph 14.02.B.5.d with a “;”.
 - (iii) Add three new Subparagraphs immediately after Subparagraph 14.02.B.5.d as follows:
 - “e. ENGINEER has knowledge of any setoff, fine, or other reduction in the amount due to CONTRACTOR in connection with the Application for Payment and such amount has not been properly accounted for in the Application for Payment;
 - f. The Application for Payment is in any way incomplete; or
 - g. Unapproved Subcontractors or Suppliers are performing Work at or supplying materials to the Site.”
- h) In Subparagraph 14.02.C.1, first line, delete the word “Ten” and insert the word “Thirty” in its place.
- i) Add five new Subparagraphs immediately after Subparagraph 14.02.C.1 as follows:
 - “2. Should CONTRACTOR neglect to pay any undisputed claims made in writing to OWNER within thirty days after completion of the Work or any portion thereof, and continuing unsatisfied for a period of ninety days, OWNER may pay such claim and deduct the amount thereof from the balance due CONTRACTOR. OWNER may also, with the written consent of CONTRACTOR, use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for such Work, even if claims have not been filed.
 - 3. Payment under the Payment Bond and the withholding of retainage by the OWNER for claims shall not be mutually exclusive protections for OWNER. OWNER may exercise both.
 - 4. Any and all liens for work and materials may be paid off by OWNER within a reasonable time after filing for record of a notice of such liens in accordance with State and local laws, except where the claim on which the lien is filed is being actively litigated by CONTRACTOR; in such case OWNER may pay the amount of any final judgment or decree or any such claim within a reasonable time after such final judgment or decree shall be rendered.
 - 5. All monies paid by OWNER in settlement of liens as aforesaid, with all costs and expenses incurred by OWNER in connection therewith, shall be charged to CONTRACTOR,

shall bear interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank, and shall be deducted from the next payment(s) due CONTRACTOR under the terms of this Contract or shall be reimbursed by CONTRACTOR immediately upon receipt by the CONTRACTOR of an invoice therefor by the OWNER if insufficient payments are outstanding to the CONTRACTOR to cover such costs and expenses.

6. As this agreement is a public construction contract, final payment shall be governed by North Carolina General Statute §143-134.1 and the applicable interest rate shall be four percent per annum.”

j) In Subparagraph 14.02.D.1:

(i) Delete the “or” at the end of Clause 14.02.D.1.c.

(ii) Replace the “.” at the end of Clause 14.02.D.1.d with “;or”.

(iii) Add a new Clause immediately after 14.02.D.1.d as follows:

“e. Insufficient funds have been deducted from the Application for Payment to cover all fines owed by CONTRACTOR (to third parties or the OWNER) and other setoffs and reductions in the amount due to the CONTRACTOR in connection with the Application for payment.”

2. SC-14.03.

Add two new Paragraphs immediately following Paragraph 14.03.A as follows:

“B. No materials or supplies for the Work shall be purchased by CONTRACTOR or any Subcontractor subject to any chattel mortgage, fixture filing, or under a conditional sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims or encumbrances.

C. CONTRACTOR shall indemnify and save OWNER harmless from all claims growing out of the lawful demands of Subcontractors, Suppliers, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. CONTRACTOR shall at OWNER’s request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then OWNER may, after having provided ten (10) days’ written notice on CONTRACTOR, withhold from the CONTRACTOR’s unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims. OWNER may hold such withheld money until satisfactory evidence is furnished that all liabilities have been fully discharged, or use the money to pay the unpaid obligations. Once the obligations have been satisfied, payment to CONTRACTOR shall be resumed in accordance with the terms of this Contract. In no event shall the provisions of this paragraph be construed to impose any obligations upon OWNER to either CONTRACTOR or CONTRACTOR’s Surety. In paying any unpaid bills of the CONTRACTOR, OWNER shall be deemed the agent of CONTRACTOR, and any payment so made by OWNER shall be deducted from the Contract Price due to CONTRACTOR. OWNER shall not be liable to CONTRACTOR for any such payment made in

good faith.”

3. SC-14.04.

- a) In Paragraph 14.04.A, in the third sentence, ninth line, delete the phrase “If ENGINEER does not consider the Work” and insert in its place the phrase “If ENGINEER or OWNER does not consider the Work”.
- b) In Paragraph 14.04.B, at the end of the sentence, insert the words “unless the OWNER has stopped or suspended Work or terminated the Contract pursuant to the terms hereof.”

4. SC-14.05.

Add a new Subparagraph immediately after Subparagraph 14.05.A.2 as follows:

“3. Payment in full for portions of the Project that are completed and used by OWNER shall not be made until the entire Project has been completed. Partial payments and retainage shall continue to be handled as described elsewhere in the Contract Documents. Under no circumstances shall occupancy and use of completed portions of the Project by OWNER be considered grounds for either reducing the retainage withheld from CONTRACTOR’s partial payments or increasing the Contract Price.”

5. SC-14.09.

In Subparagraph 14.09.A.2, in the third line, delete the word “which” and insert the word “that” in its place.

O. ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

1. SC-15.01.

In Paragraph 15.01.A, in the third sentence, sixth line, insert at the beginning of the sentence the following text “If the OWNER suspends the Work without cause, then...”

2. SC-15.02.

- a) Delete the header to Paragraph 15.02 and insert the following in its place:

“OWNER May Terminate the Contract or Suspend the Work for Cause.”

- b) In Paragraph 15.02.A, in the second line, after the word “justify” insert the text “suspension of the Work and/or termination of the Contract (which termination may or may not be preceded by a suspension of the Work).”

- c) Add three new Subparagraphs immediately after Subparagraph 15.02.A.4 as follows:

“5. CONTRACTOR’s abandonment of the Work, or sublet or assignment of its rights and/or responsibilities under this Contract, or any part thereof, without the previous written consent of OWNER, or the CONTRACTOR’s assignment of any right, obligation or claim under the Contract without the previous written consent of the OWNER or otherwise than as herein specifically permitted;

6. Delays within the control of the CONTRACTOR, pursuant to Paragraph 12.04.A, have caused or will shortly cause the Work to interfere with the intended use of the Site, or a portion thereof, for other purposes, which interference would not have occurred if Contract Times had been met;

7. Any material misstatement by CONTRACTOR in any of the public bidding documents or failure of the CONTRACTOR to comply with any public bidding law.”

d) In Paragraph 15.02.B, in the last line, insert at the end of the last sentence the following:

“, and may pay more than the prevailing rate if necessary to have the Work completed in accordance, or as close thereto as feasible, with the original progress schedule and Contract Times.”

e) Add a new Paragraph immediately after 15.02.C as follows:

“D. If the OWNER suspends Work due to repeated unsafe Work conducted by the CONTRACTOR, confirmed by subsequent inspection by OSHA NC, then the CONTRACTOR shall not be allowed any adjustment in the Contract Price or extension of Contract Times for delays caused by such suspension, and CONTRACTOR shall bear all responsibilities under this Contract for such delays.”

3. SC-15.03.

a) In Subparagraph 15.03.A.1, in the fourth line, after the words “and profit on such” insert the words “completed and acceptable”.

b) Add a new Paragraph immediately after Paragraph 15.03.B as follows:

“C. Upon receiving the OWNER’s notification of termination of the Contract, the CONTRACTOR shall immediately and expeditiously terminate any ongoing Work and inform its Subcontractors and Suppliers of termination, all so as to minimize the costs, expenses and other damage sustained prior to the effective date of the termination.”

4. SC-15.04.

a) In Paragraph 15.04.A:

(i) In the first sentence, seventh line, after the words “be due” and before the comma, insert the words “and not disputed by either party...”

(ii) In the second sentence, seventeenth line, after the words “be due” and before the comma, insert the words “and not disputed by either party...”

P. ARTICLE 16 – DISPUTE RESOLUTION

1. SC-16.01.

Add a new sentence at the end of Paragraph 16.01.A as follows.

“CONTRACTOR shall continue to diligently pursue completion of the Work and maintain the progress schedule during any dispute resolution process, unless otherwise agreed by

CONTRACTOR and OWNER in writing.”

The Town of Holly Springs shall follow the rules of the State Construction Office entitled “Rules Implementing Mediated Settlement Conferences in North Carolina Public Construction Projects, Adopted February 26, 2002” as found at:

http://www.nc-sco.com/Guidelines/SBC/sbc_Dis_rules.pdf

Q. ARTICLE 17 – MISCELLANEOUS

1. SC-17.06; SC-17.07; SC-17.08; SC-17.09; SC-17.10.

Add six new Sections immediately following Section 17.05 as follows:

“17.06 *Amendments*

A. This Contract may only be amended in writing by an instrument executed by the party or parties granting additional rights against it to others or upon whom additional obligations are being imposed.

17.07 *Assignment*

A. CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the Contract, or of its legal right, title, or interest in or to the same or obligations or warranties made thereunder, in whole or in part, without the prior written consent of the OWNER. CONTRACTOR shall not assign by power of attorney or otherwise any monies due it and payable under this Contract without the prior written consent of the OWNER. Such consent, if given, shall in no way relieve the CONTRACTOR from any of the obligations of this Contract. OWNER shall not be bound to abide by or observe the requirements of any such assignment.

17.08 *Addresses*

A. Both the address given in the Bid Form upon which this Agreement is founded, and CONTRACTOR’s office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to CONTRACTOR shall be certified, mailed, or delivered. The delivering at either of the above named places, or depositing in a postpaid wrapper directed to the address in the Bid Form, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon CONTRACTOR; and the date of said service shall be the date of such delivery or mailing. The CONTRACTOR’s notice address may be changed at any time by an instrument in writing, executed and acknowledged by CONTRACTOR, and delivered to OWNER and ENGINEER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon CONTRACTOR personally.

17.09 *Forms*

A. The form of all submittals, notices, change orders, and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by ENGINEER. Standard forms, which ENGINEER expects to use, are contained in the pages of the Special Conditions following the amendments, deletions and revisions to the

General Conditions.

17.10 *Dissemination of Information*

A. It is expressly agreed and understood that the CONTRACTOR shall not at any time publicly disseminate any information concerning the Project without prior approval from the OWNER. Such approval will not be unreasonably withheld but may be given with certain stipulations, such as Owner participation in the creation of the public product or OWNER review and the option to refuse ultimate release of the final product should it fail to meet the OWNER's standards and goals. Public dissemination includes but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, professional papers or presentations, news releases, articles, or other media products, and/or CONTRACTOR's business collateral pieces.

17.11 *Other:*

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been produced by negotiation of the parties, each of whom had an opportunity to consult with an attorney, and the rule of construction against the interest of the drafter shall not apply."

END OF SECTION

FORMS

Note -- Do Not Copy This Page

If the last page of this Section is odd, insert a blank sheet (slip sheet) here.

NOTE

The following forms shall be used during construction:

FOR PAYMENT APPLICATIONS – 1 COMPLETE SET IS TO BE SUBMITTED TO THE TOWN

PAYMENT APPLICATIONS ARE TO BE SUBMITTED EVERY MONTH FOR PAYMENT

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

APPLICATION FOR PROGRESS PAYMENT (5 pages)
MBE INFORMATION
FORM DBE-IS (if NCDOT)
TAX STATEMENT AND CERTIFICATION (
FIELD ORDER
WORK CHANGE DIRECTIVE INSTRUCTIONS
WORK CHANGE DIRECTIVE
CHANGE ORDER INSTRUCTIONS
CHANGE ORDER (2 PAGES)
ATTACHMENT TO CHANGE ORDER, SUPPORTING DOCUMENTATION
CONTRACTOR'S RELEASE OF OWNER
CONSENT OF SURETY TO FINAL PAYMENT
FINAL RECEIPT

APPLICATIONS FOR PROGRESS PAYMENT

FOR PAYMENT APPLICATIONS – 1 COMPLETE SET IS TO BE SUBMITTED TO THE TOWN, ATTN: 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 00900-20.
2. Town of Holly Springs Cover Sheet as included on page 00900-21.
3. Itemized quantity sheet(s) as included on page 00900-22.
4. A Certificate of Sales Tax Paid as included on page 00900-23.
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 00905-10.
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 on page 00905-15

PAY REQUEST COVER LETTER
(To Be Submitted)

DATE: _____

TO: Town of Holly Springs

RE: _____

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

CONTRACTOR: _____

BY: _____

TIME: _____

State of _____
County of _____

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

Notary Public (Seal)

My Commission Expires

APPLICATION FOR PAYMENT

Town of Holly Springs, North Carolina

Project _____

Contractor _____

Project No. _____

Period _____

Payment No. _____

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

Total Contract Amount, Including Change Orders_____

Total Amount Earned, To Date _____ % Earned

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. #21-030

00900-57

Ting Stadium Structural and Drainage Repair

APPLICATION FOR PAYMENT

Town of Holly Springs, North Carolina

PAYMENT NO. _____
PROJECT _____
PERIOD _____
CONTRACTOR _____

ITEM NO	DESCRIPTION OF ITEMS	UNIT	UNIT PRICE	BID QUANTITIES	CURRENT QUANTITY	QUANTITY TO DATE	CURRENT AMOUNT	CONTRACT AMOUNT	% COMP	AMOUNT EARNED TO DATE

TOTAL EARNED TO DATE
TOTAL PAID TO DATE
5% RETAINAGE
AMOUNT DUE THIS ESTIMATE

CERTIFICATE OF SALES TAX PAID

PAYMENT NO. _____

PROJECT _____

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

CONTRACTOR _____

FOR PERIOD _____ TO _____

VENDOR	ADDRESS	INVOICE #	DATE	AMOUNT	NC TAX	COUNTY	COUNTY TAX

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__.

Notary Public

My commission expires _____, 20__.

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

Page 221 of 457

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: _____

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:

CONTRACTOR'S RELEASE OF OWNER

The Contractor, known as _____,

for the construction of Project: _____,

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

Contractor's Certification:

Contractor: _____

Authorized Representative: _____

Date: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

CONTRACT: _____ DATE: _____

TO: _____

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

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

Surety Company

Signature of Authorized Representative

[Seal]

Typed Name and Title of Authorized Representative

FINAL RECEIPT

Contract: _____

Received this _____ day of _____, 20____ as full and final payment of the cost of all improvements provided for in the foregoing Contract the sum of _____ Dollars and _____ Cents, (\$ _____), in cash, being the full amount accruing to the undersigned by virtue of said Contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said _____ from all claims whatsoever growing out of the said Contract.

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

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

CONTRACTOR

By: _____ (Seal)

(Typewritten Name)

SECTION 01000
DEFINITIONS, ABBREVIATIONS and REFERENCE STANDARDS

PART 1 - DEFINITIONS

- A. CONTRACTOR – The successful Bidder to whom a contract has been awarded and who has properly executed the contract documents.
- B. EASEMENT – An interest in land owned by another that entitles its holder to a specific use. Or a property right to use or control real property of another.
- C. ENGINEER – The Director of Engineering of the Town of Holly Springs or other representative duly authorized by the Director of Engineering.
- D. INSPECTOR – The Lead Development Inspector, a Construction Inspector, or other representative duly authorized by the Director of Engineering.
- E. ENGINEER'S CONSULTANT – Duly authorized representative from hired firm.
- F. INVERT - The lowest point in the internal cross section of a pipe or other culvert.
- G. OWNER – The Town of Holly Springs, a Municipal Corporation of the State of North Carolina.
- H. PLANS – The approved design drawings that show the work to be done.
- I. RIGHT OF WAY - The area that encompasses public streets, sidewalks and utility strips.
- J. SUBGRADE - That portion of the roadbed prepared as a foundation for the pavement structure.

PART 2 – ABBREVIATIONS The following is a partial list of abbreviations that may appear in the specifications, plans, and/or estimates and their definitions.

- A. A.B.C. aggregate base course
- B. A.B.S. Acrylonitrile Butadiene Styrene
- C. A.F.F. above finished floor
- D. AWG American Wire Gauge

E.	B.C.Y	bank cubic yard
F.	BHP	brake horsepower
G.	BOC	back of curb
H.	BV	butterfly valve
I.	C/O	sewer clean out
J.	°C	degrees Centigrade
K.	C.F.	cubic feet
L.	CMP	corrugated metal pipe
M.	CV	check valve
N.	cy or cu. yd.	cubic yard
O.	DIP	ductile iron pipe
P.	EI or EIT	Engineer Intern
Q.	EIP	existing iron pipe
R.	EOP	edge of pavement
S.	°F	degrees Fahrenheit
T.	FES	flared end section (pipe)
U.	ft.	foot
V.	gpd	gallons per day
W.	gpm	gallons per minute
X.	GV	gate valve
Y.	HDPE	high density polyethylene
Z.	HP	horsepower
AA.	ID	internal diameter

BB.	in.	inches
CC.	inv	invert
DD.	lbs.	pounds
EE.	L.F.	Linear Feet
FF.	MH	manhole
GG.	max.	maximum
HH.	min.	minimum
II.	M.S.F	thousand square feet
JJ.	MSL	mean sea level
KK.	MUTCD	Manual on Uniform Traffic Control Devices
LL.	NCDENR	North Carolina Department of Environment and Natural Resources
MM.	NCDOT	North Carolina Department of Transportation
NN.	NPDES	National Pollutant Discharge Elimination System
OO.	O.C.	on center
PP.	OD	outside diameter
QQ.	OHPL	overhead power line
RR.	OSHA	Occupational Safety and Health Act
SS.	oz.	ounce
TT.	PAM	Polyacrylamide
UU.	P.C.	point of curvature
VV.	P.E.	Professional Engineer, registered in North Carolina
WW.	pH	measure of the acidity or alkalinity of a solution
XX.	P.L.S.	Professional Land Surveyor, registered in North Carolina

YY. ppm parts per million

ZZ. psi pounds per square inch

AAA. PL property line

BBB. P.T. point of tangency

CCC. PVC polyvinyl chloride

DDD. P.V.C. point of curvature on vertical curve

EEE. P.V.T. point of tangency on vertical curve

FFF. Qmax maximum discharge

GGG. Qmin minimum discharge

HHH. R. or Rad. radius

III. RCP reinforced concrete pipe

JJJ. RH relative humidity

KKK. SCS Soil Conservation Service

LLL. sec. second

MMM. S.F. or sq. ft. square feet

NNN. S.Y. or sq. yd. square yard

OOO. TDH total dynamic head

PPP. TOHS Town of Holly Springs

QQQ. Typ. typical

RRR. UPL underground power line

SSS. VAC volts (alternating current)

TTT. VDC volts (direct current)

UUU. WM water meter

VVV. WV water valve

WWW. yd yard

PART 3 – REFERENCE STANDARDS

All materials, products and procedures incorporated into the work shall be in strict accordance with the following codes, standards and specifications. Wherever reference is made to any published standard, code or standard specification, it shall mean the latest edition in effect at the invitation for bids.

- A. American Association of State Highway and Transportation Officials (AASHTO)
- B. American National Standards Institute (ANSI)
- C. American Society of Testing and Materials (ASTM)
- D. American Water Works Association (AWWA)
- E. Ductile Iron Pipe Research Association (DIPRA)
- F. Manual on Uniform Traffic Control Devices for Streets and Highways, as prepared by the National Advisory Committee on Uniform Traffic Control Devices (MUTCD)
- G. North Carolina Department of Transportation (NCDOT), July 2006 "Standard Specifications for Roads and Structures", may be obtained from NCDOT Design Services Unit, Manual Distribution, P.O. Box 25201, Raleigh, NC 27611, phone 919-250-4128.
- H. National Pre-Cast Concrete Association (NPCA)
- I. North Carolina Department of Environment and Natural Resources (NCDENR)
- J. National Electrical Code (NEC)
- K. National Electrical Manufacturers Association (NEMA)
- L. Natural Resources Conservation Service (NRCS [formerly "SCS"])
- M. New York Department of Transportation (NYDOT)
- N. Occupational Safety and Health Act (OSHA)
- O. Soil Conservation Service (SCS)

- P. Town of Holly Springs (TOHS) "Engineering Design and Construction Standards" - may be obtained from the office of the Engineering Director, Holly Springs Municipal Bldg., 128 S. Main St., Holly Springs, North Carolina. Where TOHS standard specifications exceed NCDOT standards, the TOHS standard specification shall apply.
- Q. Underwriters Laboratories, Inc. (UL)

END OF SECTION 01000

SECTION 02000
SUBMITTALS

PART 1 – SUBMITTALS

A. General Submittal Requirements

- i. Submittals shall meet the requirements of the General Conditions and Supplementary Conditions.
- ii. The following submittals will be required for this project:
 - Valves
 - Thermoplastic Markings
 - Geotextile Fabric
 - RCP
 - Asphalt & ABC Per NCDOT Requirements
 - Precast Catch Basins
 - Curb & Gutter
 - Bench
 - Trash Receptacle
 - Bike Rack
 - Signs
 - Add/Delete items custom to design
- iii. The Contractor shall transmit submittals in sufficient time to allow thorough review by the Engineer.
- iv. Submittals shall be accompanied by a letter of transmittal containing the date, project name, Contractor's name, supplier, manufacturer, number and title of submittal, notification of exceptions and/or deviations from the Contract requirements, and any other pertinent data to facilitate review.
- v. The Contractor shall thoroughly check all submittals for accuracy and conformance to the intent of the Contract Documents, and make any necessary changes, prior to submitting them to the Engineer. All submittals shall bear the Contractor's certification stating that they have been so checked. **This certification shall include the following statement: "By this Submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all contract requirements."**
SUBMITTALS WITHOUT THE CONTRACTOR'S CERTIFICATION

WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW.

- vi. No material shall be ordered, fabricated or shipped or any work performed until the Engineer returns the required submittal to the Contractor with satisfactory review indicated.
- vii. The Engineer's review of the Contractor's submittals shall in no way relieve the Contractor of any responsibility under the Contract. An acceptance of a submittal shall be interpreted to mean that the Engineer has no specific objections to the submitted material, subject to conformance with the Contract Documents.

B. Shop Drawings

- i. The Contractor shall submit to the Engineer for review shop drawings for all fabricated work and for all manufactured items for which shop drawings are required elsewhere in the project manual.
- ii. Where manufacturer's publications in the form of catalogs, brochures, illustrations or other data sheets are submitted, items for which approval is requested shall be specifically indicated. Submittals showing only general information shall not be acceptable.
- iii. Within ten (10) days after notice to proceed, the contractor shall submit three (3) copies of his preliminary schedule of shop drawing submittals to the Engineer for approval.

C. Layout and Installation Drawings

- i. The Contractor shall submit to the Engineer, for review, layout and installation drawings for all pipes, valves, fittings, sewers, manholes, electrical, conduits, etc. to be provided under this contract.
- ii. Within ten (10) days after notice to proceed, the contractor shall submit three (3) copies of his preliminary schedule of layout and installation drawing submittals to the Engineer for approval.

PART 2 – OTHER REQUIREMENTS

A. Progress Schedule

- i. The Contractor shall submit three (3) copies of its proposed progress schedule to the Engineer for review and approval, in accordance with the General Conditions.
- ii. Progress schedule shall be updated monthly, with three (3) copies submitted to the Engineer with the application for payment. The

Engineer may withhold progress payments until such time as the schedule or revised schedule is received.

- iii. Progress schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of work. Schedule shall be time scaled showing start and completion dates for each stage of the work. The schedule shall account for all subcontractors. The schedule shall provide for proper sequence of construction considering various crafts, purchasing time, submittal review, material delivery, equipment fabrication and similar time-consuming factors. The schedule shall show as a minimum, earliest starting, earliest completion, latest starting, latest completion, and total float for each task or item.

B. List of Subcontractors

- i. The Contractor shall submit to the Engineer for review, prior to the preconstruction conference, a listing of all subcontractors. This submittal shall include a description of the work to be performed by each subcontractor, the estimated value of such work, and the subcontractor's experience performing similar work. This list shall be kept current throughout the project duration. All subcontractors shall be approved by the Town of Holly Springs.

C. As-Built Drawings

- i. If Town employee signed and sealed the construction plan: Contractors shall provide a complete as-built point file so that the Town Project Engineer can provide three (3) complete sets of field-surveyed and sealed As-Built plans, (1 set mylar, 2 sets blue prints) at the completion of the project, prior to final payment. As-builts shall conform to the requirements set forth in the Town of Holly Springs, "Engineering Design and Construction Standards", with all information tied to the appropriate local Town benchmark monument.
- ii. If Town outsourced the sign and seal of the Construction Plan: Contractor shall provide a complete as-built point file to original design engineer and provide three (3) complete sets of field-surveyed and sealed As-Built plans, (to the Town of Holly Springs) (1 set mylar, 2 sets blue prints) at the completion of the project, prior to final payment. As-builts shall conform to the requirements set forth in the Town of Holly Springs, "Engineering Design and Construction Standards", with all information tied to the appropriate local Town benchmark monument.

END OF SECTION 02000

SECTION 05000
ASPHALT CONCRETE

PART 1 - GENERAL

- A. The work covered by this section consists of the installation and/or removal of aggregate base course, asphalt concrete surface course, superpave - asphalt concrete surface course, asphalt concrete binder course, superpave - asphalt concrete intermediate course, asphalt concrete base course, superpave - asphalt concrete base course, asphalt tack coat, asphalt prime coat, Geotextile Interlayer, Asphalt Surface Treatments, and utility adjustments.
- B. No base material shall be placed on a roadway until the storm sewer, subgrade, utilities and all appurtenances have been inspected and approved by the Inspector.
- C. The NCDOT, January, 2002, "Standard Specifications for Roads and Structures" shall apply to this project unless otherwise specified herein.
- D. The NCDOT maintains a list of addendums to the January, 2002, "Standard Specifications for Roads and Structures". The addendum for "Asphalt Pavements Superpave" shall apply to this project unless otherwise specified herein. This list is located at the following website:

<http://connect.ncdot.gov/resources/specifications/pages/specifications-and-special-provisions.aspx>

PART 2 - MATERIALS

- A. Aggregate Base Course:
 - i. This base course shall consist of an approved coarse aggregate produced in accordance with Section 520 in the NCDOT, January 2002, "Standard Specifications for Roads and Structures." All materials, construction requirements and other provisions in Section 520 shall apply. The subgrade for the coarse aggregate base course shall be constructed in accordance with the requirements of these Specifications.
 - ii. The subgrade shall be thoroughly compacted and constructed to the line, grade, and cross section on the plans or as directed by the Engineer. Before placing the base course, the subgrade shall be inspected and approved by the Inspector, and backfilling behind the curb shall be complete.
 - iii. The base course material shall be placed in lifts not to exceed ten (10) inches. Each layer shall be graded to the required section and compacted to at least one hundred percent (100%) of the density as determined by AASHTO T180. The base material shall be compacted at a moisture content which is approximately that required to produce the maximum density.

- iv. After final shaping and compacting, the Inspector will check the surface of the base for conformance to grade and typical section. The thickness of the base shall be within a tolerance of plus or minus 1/2 inch of the base thickness required by the plans.
- v. Basis of Payment: Payment will be made under the contract unit price per square yard at the specified thickness for the actual amount of "Aggregate Base Course" used to construct the roadway base to the line, grade, and cross section indicated on the plans. The price of aggregate base course installed under curb and gutter shall be included in the price per linear foot for Curb and Gutter. When instructed by the Engineer, the Contractor will use aggregate base course for maintaining access to driveways. Payment will be made under the contract unit price per square yard for "Temporary Gravel Driveway Connection".

B. Asphalt Concrete Surface Course: Type I-1, I-2 & HDS:

- i. The surface course shall be Asphalt Concrete Surface Course, Type I-1, I-2 or HDS shall consist of a mixture of coarse and fine aggregates, asphalt cement, and meet the requirements in Section 645 of the NCDOT, January 2002, "Standard Specifications for Roads and Structures."
- ii. Before the asphalt surface course is placed on the road, the aggregate base course shall be inspected and approved by the Inspector.
- iii. The mixture shall be transported from the mixing plant to the point of use and delivered at a temperature between 250° F and 300° F. The asphalt course shall then be uniformly spread to minimize segregation of the mix. Immediately after the mixture has been spread, it shall be thoroughly and uniformly compacted. The mixture shall be compacted to a density of at least ninety-five percent (95%) of the maximum theoretical density.
- iv. Sections of the newly finished pavement shall be protected from traffic until they have become properly hardened. Finished surfaces of the base shall be checked with a 10-foot straightedge, applied parallel to the center of the pavement, and any places that vary more than one-eighth (1/8) of an inch as measured from the bottom of the straightedge to the finished course shall be corrected.

C. Superpave - Asphalt Concrete Surface Course: Type S 4.75 A, SF 9.5 A, S 9.5 B, S 9.5 C, S 12.5 B, S 12.5 C, & S 12.5 D:

- i. The Superpave surface course shall be Asphalt Concrete Surface Course, Type S 4.75 A, SF 9.5 A, S 9.5 B, S 9.5 C, S 12.5 B, S 12.5 C, or S 12.5 D shall be produced, delivered, placed, tested, compacted, and accepted in accordance with Sections 609 and 610 of the NCDOT, January 2002, "Standard Specifications for Roads and Structures."

D. Asphalt Concrete Binder Course: Type H & HDB:

- i. The binder course shall be Asphalt Concrete Binder Course, Type H or HDB and shall conform to the general, material, and construction specifications as specified in Section

610 and Section 640 of the NCDOT, January 2002, “Standard Specifications for Roads and Structures.”

E. Superpave - Asphalt Concrete Intermediate Course: Type I 19.0 B, I 19.0 C, & I 19.0 D:

- i. The Superpave intermediate course shall be Asphalt Concrete Intermediate Course, Type I 19.0 B, I 19.0 C, or I 19.0 D shall be produced, delivered, placed, tested, compacted, and accepted in accordance with Sections 609 and 610 of the NCDOT, January 2002, “Standard Specifications for Roads and Structures.”

F. Asphalt Concrete Base Course: Type HB:

- i. The base course shall be Asphalt Concrete Base Course, Type HB, and shall conform to the general, material, and construction specifications as specified in the Section 610 and Section 630 of the NCDOT, January 2002, “Standard Specifications for Roads and Structures.”

G. Superpave - Asphalt Concrete Base Course: Type B 25.0 B, B 25.0 C, & B 37.5C:

- i. The Superpave base course shall be Asphalt Concrete Base Course, Type B 25.0 B, B 25.0 C, or B 37.5C shall be produced, delivered, placed, tested, compacted, and accepted in accordance with Sections 609 and 610 of the NCDOT, January 2002, “Standard Specifications for Roads and Structures.”

H. Full Depth Pavement Removal

- i. On all streets, the unit price bid for *full depth pavement removal* , includes the removal of pavement by milling machine and the removal of subgrade up to 4” deep; disposal of the removed material, and the installation of a 2 1/2” compacted thickness of bituminous concrete intermediate course type I 19.0B and top 1 ½” S9.5B, flush with the surrounding pavement.

I. Asphalt Tack Coat:

- i. The tack coat shall be asphalt or asphalt cement and shall meet the general, material, and construction specifications as specified in Section 605 of the NCDOT, January 2002, “Standard Specifications for Roads and Structures.” The tack coat shall be uniformly applied at a rate of three hundredths (0.03) gallons per square yard and shall be applied beneath each layer of asphalt plant mix base or pavement to be placed except where a prime coat has been applied, unless otherwise approved or specified by the Engineer. There will be no direct payment for the work covered by this section.

J. Pavement Repair Patch:

- i. Where it is necessary to open cut along or across streets with asphalt surfaces, the pavement shall be replaced with seven (7) inches of asphalt concrete binder course, Type I 19.0 C, and two (2) inches of asphalt concrete surface course, Type S 9.5 B. The replacement surface and/or base shall extend a minimum of 1

foot on each side of the excavated opening. The thickness of the replacement material shall be sufficient to provide a base and surface of equivalent strength to the undisturbed base and surface. The replaced pavement shall meet all applicable material and installation specifications outlined elsewhere in the Contract Documents.

K. Asphalt Prime Coat:

- i. The prime coat shall be asphalt and shall meet the general, material, and construction specifications as specified in Section 600 of the NCDOT, January 2002, "Standard Specifications for Roads and Structures." The prime coat shall be uniformly applied, in accordance with the referenced specifications, on existing non-asphalt base courses prior to placement of asphalt pavement, unless otherwise approved or specified by the Engineer. There will be no direct payment for the work covered by this section.

L. Asphalt Plant Mix:

- i. The production, delivery, and placement of all types of asphalt plant mixed bases, binder, intermediate, and surface courses shall conform to Sections 609 and 610 of the NCDOT, January 2002, "Standard Specifications for Roads and Structures." There will be no direct payment for the work covered by this section.

M. Milling Existing Asphalt Pavement:

- i. Where new asphalt overlay ties to existing pavement, the existing pavement shall be milled to ensure a smooth, strong transition. The Inspector shall determine the scope of milling needed at each end of the overlay. There will be no direct payment for the work covered by this section.

PART 3 - PAYMENT FOR ASPHALT CONCRETES

A. Basis of Payment:

- i. Payment of Asphalt Concrete Surface Course (Type I-1, Type I-2, HDS, S 4.75 A, SF 9.5 A, S 9.5 B, S 9.5 C, S 12.5 B, S 12.5 C, or S 12.5 D), Asphalt Concrete Binder Course (Type H or HDB), Asphalt Concrete Intermediate Course (Type I 19.0 B, I 19.0 C, & I 19.0 D), and Asphalt Concrete Base course (Type HB, B 25.0 B, B 25.0 C, or B 37.5C) shall be paid at the contract unit price bid per square yard at the thickness designated or as indicated in the Itemized Proposal. The bid price shall be full compensation for all furnishing, mixing, hauling, placing and compacting all materials, and for all labor, equipment and incidentals necessary to complete the work.
- ii. Pavement repair patches shall be paid at the contract unit price bid per linear foot or per square yard for "Pavement Repair Patch" as indicated in the Itemized Proposal. The unit price for pavement repair shall be full compensation for all work necessary to repair the pavement and maintain the roadway. The unit price shall include all pavement repair(s) both temporary and permanent, furnishing, hauling, placing, and shaping the asphalt pavement to produce a uniform,

smooth driving surface including any temporary or permanent striping. No additional payments will be issued to replace pavement damaged by the Contractor outside of the standard trench opening as defined by the Contract Documents.

- iii. Full depth pavement removal shall be paid at the contract unit price bid per linear foot or per square yard for "Full Depth Pavement Removal " as indicated in the Itemized Proposal. The unit price for pavement repair shall be full compensation for all work necessary to repair the pavement and maintain the roadway including any temporary or permanent striping. The unit price shall include all pavement repair(s) both temporary and permanent, furnishing, hauling, placing, and shaping the asphalt pavement to produce a uniform, smooth driving surface. No additional payments will be issued to replace pavement damaged by the Contractor outside of the standard trench opening as defined by the Contract Documents.
- iv. If the thickness of the asphalt concrete is suspected to be less than specified on the plans and Itemized Proposal, the Engineer shall have corings performed to determine the thickness in place. Corings shall be made at five-hundred (500) foot intervals or as determined by the Engineer. If the Contractor desires additional corings, the Engineer's material testing firm shall perform additional corings at the Contractor's expense. If the asphalt concrete is found to be thicker than specified, the Contractor shall not be compensated for asphalt concrete placed to a thickness above and beyond the specified thickness. If the asphalt concrete is found to be thinner than specified, the Engineer shall determine if: 1) more asphalt concrete must be placed to bring the thickness to the specified thickness or 2) the unit price shall be adjusted down to compensate the Owner for material which was not placed. The method of adjustment will be based on the ratio of thickness installed to the thickness specified.

PART 4 - CONSTRUCTION METHODS

A. Subgrade:

- i. Preparation of Subgrade: The subgrade shall be shaped to the lines, grades and typical sections established by the Owner. All unsuitable material, boulders and all vegetative matter shall be removed and replaced with suitable material. Suitable material shall come from sources approved by the Owner.
- ii. Compaction of Subgrade: The top one (1) foot of subgrade and the entire base course shall be compacted to a density of 100 PERCENT maximum dry density as determined by AASHTO method T99. For that portion of fill under roadways and extending beyond the back of curb, compact to a density of NO LESS THAN 95 PERCENT maximum dry density as determined by AASHTO method T99. Backfill material shall be placed in lifts of eight (8) inches or less of compacted soil.
 - a) The subgrade shall be compacted at a moisture content which is approximately that required to produce the maximum density indicated by the above test method.
 - b) The Contractor shall dry or add moisture to the subgrade when required to provide a uniformly compacted and acceptable subgrade.

B. Proofrolling:

- i. Equipment: The equipment shall consist of a loaded tandem-axle dump truck or similar pneumatic-tired equipment of a minimum ten (10) ton static weight. The Contractor is responsible for providing the equipment necessary in order to perform proofrolling at no additional cost to the Owner.
- ii. Method: After the roadbed has been completed within five hundredths (0.05) feet of final grade, the roadbed shall then be compacted and tested with two (2) or more coverages unless otherwise directed by the Owner, using a heavy pneumatic-tired roller meeting the requirements listed above. A coverage is considered that stage in the rolling procedure when the entire width of the area being proofrolled has been in contact with the pneumatic tires of the roller. The roller shall be operated in a systematic manner so that the number of coverages over all areas to be proofrolled can be readily determined and recorded.
 - a) The equipment shall be operated at a speed between two and one-half (2-1/2) and three and one-half (3-1/2) miles per hour. All proofrolling procedures shall be followed to the satisfaction of the Inspector on site during the proofrolling.
- iii. Corrective Action: If it becomes necessary to take corrective action, such as, but not limited to, underdrain installation, undercut and backfill of unsuitable materials, and aeration of excessively wet material in areas that have been proofrolled, these areas shall be proofrolled again following the completion of the necessary corrections. If the corrections are necessary due to the negligence of the Contractor or weather, the corrective work and additional proofrolling shall be performed by the Contractor at no cost to the Owner.

C. Placing Asphalt Concrete Mixture:

- i. The mixture shall be spread by means of a mechanical self-contained, power-propelled paver, capable of spreading the mixtures, without segregation, to the required grade and confine the mixture to true lines without the use of stationary side forms.
- ii. The term “screed” includes any “strike-off” device operated by cutting, crowding or other practical action which is effective on the mixtures at workable temperature without tearing, shoving or gouging and which produces a finished surface of the evenness and texture specified.
- iii. Longitudinal and transverse joints shall be made in a careful manner. Well bonded and sealed joints are required. If necessary to obtain this result, joints shall be painted with hot asphalt cement and heated. After the base course mixture has been spread and before roller compaction is started, the surface shall be checked and all flat spots and irregular areas removed and replaced with satisfactory material. Irregularities in grade shall be corrected before compacting.
- iv. Contact surfaces of headers, curbing, gutters, manholes, etc. shall be painted with an approved asphalt cement just before the base mixture is placed against them. All exposed longitudinal edges of the surface course shall be “set up” by tamping with a

rake or lute at proper height and level to receive the maximum compression under rolling.

- v. Asphalt mixture shall not be produced or placed during rainy weather, when the subgrade or base course shows excess moisture, or when the air temperature is less than 40° F. in the shade away from artificial heat, unless otherwise permitted by the Owner. In applications involving less than one inch of asphalt, the temperature shall be at least 50° F. Should rain begin during paving operations, the Owner assumes no responsibility for asphalt left on the trucks at the time that the paving operation is halted.

D. Protection of Material:

- i. The Contractor shall provide and have ready for use at all times enough tarpaulins or covers for use in case of rain, chilly wind, or other delay, for the purpose of covering or protecting any material dumped but not spread.

E. Compacting Asphalt Concrete Mixture:

- i. After placing, the mixture shall be thoroughly and uniformly compacted with tandem rollers of eight (8) or ten (10) ton model weighing not less than 250 pounds per inch width of roller tread. The number and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition.
- ii. Each roller shall be operated by a competent, experienced operator and must be kept in continuous operation as nearly as practicable. Rolling shall start longitudinally at the outer edges and proceed toward the center of the pavement, overlapping on successive trips by at least one half (1/2) the width of the roller.
- iii. The speed of the roller shall be at all times slow enough to avoid displacement of the hot mixture as a result of reversing. Any displacement shall be immediately corrected. Rolling shall proceed at a rate not in excess of 500 square yards per hour per roller and shall continue until no further visible compaction is obtainable and all roller marks have been eliminated. Rolling shall compact the mixture to at least ninety-four (94) percent of the laboratory density as determined by the Marshall test method.
- iv. The asphalt concrete mixture shall have a temperature at the time of delivery of between 250° F and 300° F and shall be rolled with a temperature of not less than 235° F.
- v. Rolling shall be started as soon as the mixture will bear the roller without undue misplacement or hairline cracking. Delays in rolling hand raked mixture will not be tolerated.
- vi. To prevent adhesion of the mixture to the roller, the wheels shall be kept moistened with water. Places not accessible to the roller shall be thoroughly compacted with hot tamps.

F. Compacted Densities:

- i. Unless otherwise noted compaction and density control of Asphalt Pavements shall be in accordance with the requirements of Articles 609-9, 610-10, and 610-11, as well as Sections 609 and 610, of the NCDOT, January 2002, "Standard Specifications for Roads and Structures." There will be no direct payment for the work covered by this section.
- a) Asphalt Concrete Binder Course (Type H or Type HDB): The asphalt concrete binder course, Type H, shall be compacted to a density of at least ninety-four percent (94%) of the laboratory density as determined by the Marshall method of test.
- b) Asphalt Concrete Surface Course (Type I-1, Type I-2 or Type HDS): The asphalt concrete surface course, Type I-1 or Type I-2 shall be compacted to a density of at least ninety-five percent (95%) of the laboratory density as determined by the Marshall method of test.
- c) Asphalt Concrete Base Course (Type HB): The asphalt concrete base course, Type HB shall be compacted to a density of at least ninety percent (90%) of the laboratory density as determined by the Marshall method of test.

G. Plant Tickets:

- i. The number of batches and total weight of all loads of mixture shall be recorded in duplicate upon plant ticket forms. With each load delivered to the work, the truck driver shall present one copy of the plant ticket to the Inspector. The driver shall retain one copy for the Contractor. Should the Engineer decide to provide a plant inspector, he/she shall keep the stub copy. The weights to be included in the estimate shall be the total of the tickets delivered by the truck driver to the Inspector at the work site. At any time, for the purpose of checking the weighing equipment at the plant, the Owner may direct the Contractor to weigh or cause to be weighed on tested and approved platform scales at the Contractor's expense the contents of any truckload that is to be delivered to the work site.

H. Protection of Pavement:

- i. When edges are not protected, planks of the same thickness shall be placed adjacent to longitudinal or transverse joints until the surface course is completed. Sections of newly finished pavements shall be protected from traffic until they have become properly hardened by temperature cooling.

PART 5 - REMOVAL OF EXISTING PAVEMENT

- A. The work covered by this section consists of the removal and disposal of the portland cement concrete or bituminous components and any stone sub base of an existing pavement structure, including paved shoulders, within the limits shown on the plans or as directed by the Engineer. This work shall also include the removal of any temporary roadway pavement structure placed during construction to serve as a detour. The work covered by this section shall not include the removal and disposal of sidewalks, driveways, and curb and gutter, which are covered in the "Unclassified Excavation" subsection.

- B. Where concrete pavement is to be removed, the Contractor shall provide a neat edge along the pavement being obtained by sawcutting the pavement at least two (2) inches deep or greater as required to provide a neat, clean break from the pavement to remain, before breaking the adjacent pavement away. The pavement shall be milled to the specified depth as indicated in the Contract Documents. The disposal of all materials resulting from the pavement removal shall be done as provided herein.
- C. Insofar as possible, all materials shall be used in the construction of embankments, but such use shall be subject to the approval of the Engineer.
- D. Milling asphalt pavement shall be in accordance with Section 612 of the NCDOT, January 2002, "Standard Specifications for Roads and Structures."
- E. All materials, which cannot be used in the work, shall be disposed of off site of the right of way in waste areas provided by the Contractor.
- F. Basis of Payment:
 - i. The quantity of pavement removed will be paid for at the contract unit price bid per square yard for "Removal of Existing Pavement" as indicated in the Itemized Proposal. Unless otherwise indicated the quantity of pavement to be removed will be determined by actual surface area measurement of the pavement prior to its removal. The unit price and payments shall be full compensation for all work covered by this section, including but not be limited to the satisfactory sawcutting, milling, removal, hauling, and disposal of existing pavement and existing stone sub base.
 - ii. The quantity of paving to be milled shall be paid for at the contract unit price bid per square yard at the specified depth for "Milling Asphalt Pavement" as indicated in the Itemized Proposal. Unless otherwise indicated the quantity of milling will be determined by actual surface area measurement of the pavement prior to its removal. The unit price and payments shall be full compensation for all work covered by this section, including but not be limited to the milling and/or remilling of the pavement, cleaning the milled surface, loading, hauling, and disposal of all milled material.

PART 6 - ASPHALT RESURFACING

A. General:

- i. Asphalt Resurfacing shall meet all applicable material and installation specifications outlined elsewhere in the Contract Documents.
- ii. Should construction take place near signalized intersections, the Contractor shall contact the NCDOT Division Traffic Engineer to schedule the field location of any traffic signal conflicts. The Contractor shall notify the Engineer of any potential conflict prior to construction. The Engineer shall be responsible for coordinating the conflict relocation with NCDOT and the Contractor during construction.
- iii. Prior to beginning construction, the contractor shall provide the engineer with a complete construction schedule detailing all construction activities. The Contractor shall also prepare a weekly schedule detailing the construction activities planned for

the following week. This schedule shall be presented to the Inspector before Friday, 12:00 noon of the week preceding the effective date of the schedule. Weekly meetings may be required to review construction activities as directed by the Engineer.

- iv. In the event that all vehicles are not removed from the construction area despite timely delivery of the construction notice letter, the Contractor shall attempt to contact vehicle owners by other means in an effort to find the vehicle's owner and have the vehicle relocated. If the Contractor is unsuccessful they shall contact the Engineer and provide the make, model, and license plate number of the vehicle as well as the vehicle location. The Engineer shall try contacting the vehicle owner and if unsuccessful shall contact a designated towing company to move the vehicle out of the construction area, to a neighboring street, at the Town of Holly Spring's expense.
- v. Construction traffic control shall be provided on each street by the Contractor in strict conformance with NCDOT "North Carolina Supplement to the MUTCD," the MUTCD, the Contract Documents, or as directed by the Engineer. No work shall begin on any street without the proper traffic control measures in place.
- vi. Construction traffic control shall be installed and practiced as a means to inform drivers that asphalt tack coat is being placed on the road surface.
- vii. The Contractor shall be responsible for spraying or burning all weeds growing on and in the streets. The Contractor shall be responsible for removing and properly disposing of the dead weeds as carefully cleaning each street before beginning asphalt concrete construction operations. There will be no separate compensation for this work.
- viii. Asphalt resurfacing projects shall have a maximum acceptable elevation difference from the top of the resurfacing layer to the adjacent gutter of 1.5 inch. The Owner shall not accept any newly resurfaced streets exceeding the maximum elevation difference. Should it be determined that the resurfacing layer is more than 1.5 inch higher than the gutter elevation the resurfacing shall be removed and replaced or remedied as directed by the Engineer at the Contractor's expense.
- ix. The Contractor shall allow time for the inspection of areas, as needed, by a qualified testing firm as directed by the Engineer.
- x. The Contractor shall construct all improvements so as to create and/or maintain positive drainage.

B. Materials:

i. Geotextile Interlayer Installation:

- a) The geotextile interlayer shall be a needlepunched, nonwoven engineering fabric made of polypropylene and staple fiber; calendared on one side. It shall be resistant to ultraviolet degradation and have the following properties:

	<u>Typical</u>	<u>Test</u>
Grab Tensile Strength (lbs)	101	ASTM D 4632

Grab Elongation (%)	50	ASTM D 4632
Puncture Strength (lbs)	65	ASTM D 4833
Mullen Burst (psi)	220	ASTM D 3786
Trapezoidal Tear (lbs)	45	ASTM D 4533
Mass Per Unit Area (oz/sq yd)	4.1	ASTM D 5261
Thickness (mils)	35	ASTM D 5199
Melting Point (°F)	Greater than 150	ASTM D 276
UV Resistance (%)	70 at 500 hrs	ASTM D 4355

- b) For the tack coat, uncut asphalt cements are preferred, however, cationic or anionic emulsions may be used. For asphalt cements the minimum temperature shall be 150° C, but to avoid damage to the fabric the distributor tank temperatures shall not exceed 160° C. When asphalt emulsions are used, the emulsion shall be cured prior to placing the fabric.
 - c) The engineering fabric shall be placed onto the asphalt sealant, calendared side up, prior to the time the asphalt has cooled and lost tackiness. Wrinkles or folds in excess of 1 inch shall be slit and laid flat. In order to maximize fabric contact with the pavement surface, blooming or pneumatic rolling will be required. The fabric joints shall be overlapped sufficiently to ensure full closure of the joint, but should not exceed 6 inches. To prevent edge pickup by the paver, transverse joints shall be lapped in the direction of paving. A second application of sealant to the fabric overlaps will be required as directed by the Engineer.
 - d) Quickly following the fabric installation, the hot-mix overlay should be placed evenly. Should the asphalt bleed through the fabric causing construction problems prior to overlay placement, the affected areas shall be blotted by spreading sand. Turning the paver and other vehicles shall be gradual and kept to a minimum to avoid movement of, or damage to the sealant saturated fabric.
 - e) Basis of Payment: Payment shall be made under the contract unit price bid per square yard for the actual amount of “Geotextile Interlayer” as indicated in the Itemized Proposal and shall constitute full compensation for furnishing all labor, material, equipment, and performing all operations in connection with placing the geotextile interlayer as shown on the plans, Contract Documents, or as directed by the Engineer.
- ii. Asphalt Surface Treatment:
- a) Chip seal shall be “straight seal” with 78M stone in accordance with Section 660 of the NCDOT, January 2002, “Standard Specifications for Roads and Structures.” Careful attention shall be given to surface preparation (as specified in Section 660) under chip sealing.
 - b) Cleanup: Excess aggregate resulting from straight seal shall be collected and removed from the construction site either before resurfacing occurs or one (1) week after the straight seal is applied, whichever occurs first.

- c) Basis of Payment: Payment shall be made under the contract unit price bid per square yard at the specified type of seal coat for the actual amount of “Asphalt Surface Treatment” as indicated in the Itemized Proposal and shall constitute full compensation for furnishing all labor, material, equipment, and performing all operations in connection with the placement and cleanup of the asphalt surface treatment as shown on the plans, Contract Documents, or as directed by the Engineer.

iii. Leveling Course

- a) In asphalt resurfacing projects a leveling course of Asphalt Concrete Surface Course (Type S 9.5 C) shall be hand-placed in areas where the pavement is depressed, sunken or uneven, and its surface grade varies from surrounding elevation by one (1) inch or greater. Leveling asphalt shall be placed only after authorization for placement by the Engineer.
- b) Basis of Payment: Payment for this work shall be included in the unit price per ton for “Asphalt Leveling Course” as indicated in the Itemized Proposal. Plant tickets should be submitted with the pay request, and each ticket should include a date, time of delivery, signature of recipient, location of placement by station, and street name. Only those tickets with the above information will be approved.

PART 7 - SPEED HUMPS AND RAISED CROSSWALKS

A. General:

- i. Speed hump and raised crosswalk construction shall meet all applicable material and installation specifications outlined elsewhere in the Contract Documents.
- ii. The Contractor shall notify residents directly adjacent to the proposed speed hump and raised crosswalk construction one (1) week in advance, unless otherwise noted, of beginning any construction on their street through a construction notice letter. This letter shall also serve as notice to homeowners who park vehicles in the street to have them relocated by the specified time in the letter. The Contractor shall distribute a standard letter for this purpose as provided by the Engineer.
- iii. In the event that all vehicles are not removed from the construction area despite timely delivery of the construction notice letter, the Contractor shall attempt to contact vehicle owners by other means in an effort to find the vehicle’s owner to have the vehicles relocated. If the Contractor is unsuccessful they shall contact the Engineer and provide the make, model, and license plate number of the vehicle as well as the vehicle location. The Engineer shall try contacting the vehicle owner and if unsuccessful shall contact a designated towing company to move the vehicle out of the construction area, to a neighboring street as directed by the Engineer, at the Town of Holly Springs’s expense. The towing company shall attach a standard letter to the vehicle upon towing. The Engineer will provide the standard letter.
- iv. Construction traffic control shall be provided on each street by the Contractor in strict conformance with NCDOT “North Carolina Supplement to the MUTCD,” the

MUTCD, the Contract Documents, or as directed by the Engineer. No work shall begin on any street without the proper traffic control measures in place.

- v. The maximum acceptable height of speed humps and/or raised crosswalks shall be as indicated in the Contract Documents, the Town of Holly Springs “Standard Specifications and Details” or as designated by the Engineer. The Owner shall not accept any newly constructed speed humps and/or crosswalks exceeding the maximum specified elevation. Should it be determined that the height exceeds the maximum elevation, the speed humps and/or raised crosswalks shall be removed and replaced or remedied as directed by the Engineer at the Contractor's expense.
- vi. The Contractor shall construct all improvements so as to create and/or maintain positive drainage.

B. Basis of Payment:

- i. Payment for “Speed Humps” and/or “Raised Crosswalks” shall be paid at the contract unit price bid per each item or lump sum as indicated in the Itemized Proposal. The unit price shall be full compensation for furnishing all labor, material, equipment, special drainage work to maintain positive drainage, and performing all operations in connection with placing the asphalt concrete and pavement markings as indicated in the Contract Documents, the Town of Holly Springs “Engineering Design and Construction Standards,” or as directed by the Engineer.

PART 8 - UTILITY ADJUSTMENTS

A. General:

- i. No manholes or water valve boxes shall be raised and left for a period of time greater than fourteen (14) days before the street is resurfaced. Should this period of time be exceeded, all work shall be stopped until the resurfacing of such streets has been completed. Immediately after utility adjustments take place the sides of the utility shall be painted bright orange for visibility and if directed by the Engineer 36” (minimum) reflective orange traffic cones or other devices shall also be added for visibility. There will be no separate compensation for this work.
- ii. Cast iron risers will not be allowed for adjustment of manholes and water valve boxes.
- iii. If any existing broken manholes or water valve boxes are discovered, the Contractor shall furnish new manhole rings and covers or new water valve boxes for replacement of the broken ones by the Contractor. Replacements will be the same as stocked by the Town of Holly Springs or approved as acceptable alternate by the Engineer.
- iv. Adjustment of fire hydrants shall include both horizontal and vertical adjustment to leave existing fire hydrants positioned in accordance with Town of Holly Springs Standard Details HS31 and HS32, or as otherwise noted on plans.

B. Basis of Payment:

- i. Payment for these items shall be at the respective contract unit prices for “Adjust Water Valve Boxes,” “Adjust Manholes” , “ and “Adjust Fire Hydrants” as indicated in the Itemized Proposal and shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work. If no items are included for utility adjustments in the Itemized Proposal, all utility adjustments must be completed, and no direct payment shall be made. There shall be no separate compensation for the adjustment of newly constructed manholes, water valves, and fire hydrants that are installed as a part of this Contract.
- ii. Payment for replacement of broken valve boxes and manhole ring and covers shall be paid at the per unit cost as stated in contract. This will be full compensation for removal and replacement. There shall be no separate compensation for the adjustment of newly constructed manholes and water valves.

PART 9 - Asphalt Concrete Plant Mix Pavements – Superpave (NCDOT 11/20/01)

610 – 1 DESCRIPTION

The work covered by this section consists of the production, delivery, placement and compaction of Superpave hot mix asphalt base, intermediate, and surface courses.

The work shall include one or more courses of asphalt mixture constructed on a prepared surface in accordance with these specifications and any additional requirements of Division 6 of the Standard Specifications which may be applicable; and in reasonably close conformity with the lines, grads, thickness, and typical sections shown on the plans or established by the Engineer. The gradation and design criteria requirements for the various mix types are given in Table 1 and Table 2 of these provisions.

Where the asphalt plant mix incorporates reclaimed asphalt pavement materials, the plant mix will be considered to be a recycled asphalt plant mix and the provisions of Section 611 of the Standard Specifications, except as modified herein, will be applicable.

The asphalt mixture shall be produced, placed, tested, and accepted in accordance with the Project Special Provision “Section 609, Quality Management System for Asphalt Pavements (Superpave Version)”.

610-2 MATERIALS

- A. Asphalt Binder – Asphalt binder materials shall be Performance Graded (PG) asphalt binder materials conforming to the requirements of AASHTO MP 1 and applicable requirements of Section 620 and Section 1020 of the Standard Specifications, except as modified herein. Testing of the asphalt binder shall be performed by the supplier prior to delivery to the asphalt plant. Air blown asphalt will not be permitted. Where modification of the asphalt binder is required to meet the specified grade, the modification shall be accomplished using a SBS or SB polymer.
- B. Aggregate – Coarse and Fine aggregate shall conform to the requirements of Section 1005 and Section 1012 of the Standard Specifications except as modified herein. The consensus property criteria in Table 2 apply to the course aggregate blend or fine aggregate blend. Source property criteria apply to individual aggregate sources.

Standard size coarse aggregate meeting the requirements of Tale 1005-1 of the Standard Specification and these provisions shall be used unless otherwise approved by the Engineer. The coarse aggregate blend shall meet the requirements of Tale 2 for course aggregate angularity (CAA) when tested in accordance with ASTM D 5821. NOTE: 95/90 denotes that at least 95% of the coarse aggregate (+N. 4) (4.75 mm) has one fractured face and at least 90% has two or more fractured faces.

The fine aggregate blend shall have a minimum fine aggregate angularity (FAA) as indicated in Table 2 when tested in accordance with AASHTO TP 33, Method A. The fine aggregate blend shall have a minimum sand equivalent (SE) percentage as indicated in Tale 2 when tested in accordance with AASHTO T 176.

Flat and Elongated Particles in the coarse aggregate blend when tested in accordance with ASTM D 4791 (Section 8.4) on the No. 4 (4.75 mm) sieve and larger shall be maximum of 10% by weight of flat and elongated particles with a 5:1 aspect ratio (maximum to minimum) for all pavement types except there is no requirement for Type S 4.75A, Type SF 9.5A, Tye S 9.5 A and type S 9.5B (See Table 2, F&E). Resistance to Abrasion of each individual coarse aggregate by use of the L.A. Abrasion machine when tested in accordance with AASHTO T96 shall be a maximum of 55%. Stone screenings shall be produced from stone which has a maximum percentage of wear of 55% when tested in accordance with AASHTO T 96 using test grading A.

Soundness of individual aggregate sources by use of sodium sulfate when tested in accordance with AASHTO T 104 for 5 cycles shall be a maximum of 15%. Clay Lumps and Friable particles in individual aggregate sources when tested in accordance with AASHTO T 112 shall be a maximum of 0.3%. Mineral Filler shall conform to the requirements of AASHTO M17.

- C. Reclaimed Asphalt Pavement – Reclaimed Asphalt Materials (RAP) shall conform to Section 611 of the Standard Specifications as modified herein.
- D. Reclaimed Asphalt Shingles – Reclaimed asphalt shingle (RAS) material shall conform to Section 611 of the Standard Specifications as modified herein.
- E. Anti-strip Additive – An anti-strip additive shall be used in all Superpave asphalt mixes. It may be hydrated lime or a chemical additive or a combination of both. The mixture shall produce the minimum tensile strength ratio (TSR) value as specified in TABLE 2 of these provisions for both mix design and production tests, unless otherwise approved by the Engineer. The TSR value shall be determined in accordance with AASHTO T 283, as modified by the Department. No Freeze-Thaw cycle is required. Mix Design TSR tests shall be conducted using the same materials that are to be used in mix production and shall be conducted in accordance with procedures outlined in Section 609 as modified herein.

When a chemical additive is used, it shall be added to the virgin asphalt binder prior to introduction into the mix in accordance with Section 622 of the Standard Specifications. Chemical additive shall be added at a rate of not less than 0.25% by weight of asphalt binder. Any chemical additive or particular concentration of chemical additive found to be harmful to the asphalt material or which causes the performance grading of the original asphalt binder to be out of specifications for the grade required shall not be used.

When hydrated lime is used, it shall conform to the requirements of ASTM C977. Hydrated lime shall be added at a rate of not less than 1.0 percent by weight of total dry aggregate.

610-3 COMPOSITION OF MIXTURES (JOB MIX FORMULA)

- A. General – The composition of the asphalt plant mix (including the mix design and job mix formula) shall be established in accordance with Section 610-3 of the Standard Specifications as modified herein.
- B. Mix Design Criteria – Asphalt Concrete mixtures shall conform to the gradation requirements and design criteria in table 1 and table 2 for the mix type specified. The mix type designates the nominal maximum aggregate size and the design traffic level. Nominal maximum size is defined as one standard sieve size larger than the first sieve to retain more than 10 percent aggregate. Maximum sieve size is defined as one standard sieve size larger than the nominal maximum size.

Table 1 provides gradation control points that shall be adhered to in the development of the design aggregate structure for each mix type. Aggregate gradations shall be equal to or pass between the control points, unless approved in writing by the Engineer.

Table 2 provides the aggregate properties and mix design criteria for the various mix types.

- C. Mix Design Procedures and Requirements – The proposed Superpave Mix Design Data shall be prepared in accordance with AASHTO PP 28 as modified by the Department and shall include but not limited to the following information.
 - 1. Source and percentage of each aggregate component to be used in the design aggregate blend gradation, including RAP and RAS.
 - 2. Percentage of asphalt binder in Rap and RAS.
 - 3. Average gradation of each aggregates component, including Rap and RAS.
 - 4. The following material properties: bulk specific gravity (Gsb), apparent specific gravity (Gsa and absorption of the individual aggregate components to be used when tested in accordance with AASHTO T84 and T 85, except that the effective bulk specific gravity (Gse) of the RAP and RAS aggregate determined by AASHTO T 209 shall be reported. Coarse aggregate angularity, fine aggregate angularity, flat and elongated percentages, and sand equivalent for h total aggregate blend shall be reported.
 - 5. Source(s), modification method, and percent of modifier by weight of the asphalt binder, if modified.
 - 6. The supplier, source, grade, and equi-viscous mixing and compaction temperatures of the asphalt binder. Equi-vascous temperatures shall be determined using the rotational viscometer in accordance with ASTM D 4402 corresponding to the recommended Superpave viscosity ranges:

Range for mixing	= 0.150 to 0.190 Pa-s
Range for compaction	= 0.250 to 0.310 Pa-s

When PG 76-22 or modified binders are used, the temperatures shall be based on the documented suppliers recommendations.

- 7. Name of product, manufacturer, shipping point, grade, and percentage of anti-strip additive used in mix design. The TSR data determined in accordance with AASHTO T 283 as modified by the Department.
- 8. Target value for percent passing each standard sieve for the design aggregate gradation. The data will show the percent passing for the 50.0, 37.5, 25.0, 19.0, 12.5, 9.5, 4.75, 2.36,

- 1.18, 0.600, 0.300, 0.150 and 0.075 mm sieves applicable for the specified mix type. The percentages shall be in units of one percent of aggregate passing, except the 0.075 mm sieve, which shall be in units to one-tenth of one percent. Percentages shall be based on the dry weight of aggregate determined in accordance with AASHTO T 11 and T 27.
9. The volumetric properties of the compacted mixture calculated on the basis of the mixture's maximum specific gravity determined by AASHTO T 209 (mixture must be agreed in accordance with AASHTO PP2) and the bulk specific gravity of the specimens determined by AASHTO T 166, Method A, for each asphalt content tested. Properties shall be determined and reported in accordance with the requirements of AASHTO PP 28 except s modified herein, and Department Superpave Mix Design Policies and Procedures.
 10. Graphical plots of the percent asphalt binder by total weight of mix (Pb) versus the following properties (all at the design number of gyrations Ndes, specified).
 - a) SGC bulk gravity Gmb @Ndes
 - b) %Gmm @Nini
 - c) Voids in total Mix (VTM)
 - d) Voids Filled With Asphalt (VFA)
 - e) Voids in Mineral Aggregate (VMA)
 - f) % Compaction versus Log of Gyrations
 11. Graphical plot of the design aggregate structure (design blend) on FHWA 0.45 power chart showing the applicable Superpave control points, restricted zone, and maximum density line. All standard sieves shall be plotted.
 12. The proposed target value of asphalt binder content by weight of total mix and specification design properties at that percentage.

When the mix design is submitted to the Mix Design Engineer the contractor shall also submit TSR specimens and data to the appropriate Division QA Laboratory in accordance with Department policies and procedures. In addition, when requested by the Engineer, the Contractor shall submit to the Department's Materials & Tests unit in Raleigh, representative samples of each mix component, including RAP, RAS, mineral filler, asphalt binder, chemical anti-strip additive or hydrated lime s noted below. Provide the samples at least 10 days prior to beginning placement of mixture.

- 250 lb. (115 kg) of each coarse aggregate
- 150 lb. (70 kg) of each intermediate and fine aggregate
- 150 lb (70 kg) Rap and/or RAS
- 1 gal. (4 liters) of mineral filler and/or baghouse fines
- 2 gal. (8 liters) of asphalt binder
- 1 gal. (4 liters) of hydrated lime
- 1 pint (0.5 liters) of chemical anti-strip additive

When the submitted aggregate samples are combined according to the Contractor's proposed blend percentages, the combined gradation shall be within the gradation band defined by the design criteria specified in Table 1 for each sieve or the samples will not be considered representative and new samples may be required.

TABLE 1
SUPERPAVE AGGREGATE GRADATION REQUIREMENTS

Standard Sieve (mm)	Percent Passing Criteria (Control Points)											
	Nominal Maximum Sieve Size											
	4.75 mm (a)		9.5 mm		12.5 mm		19.0 mm		25.0 mm		37.5 mm	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
50.0												
37.5												
25.0												
19.0												
12.5												
9.50												
4.75												
2.36												
1.18												
0.600												
0.300												
0.150												
0.075												

	Restricted Zone Guidelines											
4.75												
2.36												
1.18												
0.600												
0.300												

(a) For Type S 4.75A, a minimum of 50% of the aggregate components shall be manufactured material from the crushing of stone.

(b) For Type SF 9.5A, the percent passing the 2.36 mm sieve shall be a Minimum of 60% and a maximum of 70%

TABLE 2
SUPERPAVE MIX DESIGN CRITERIA

Mix type	Design ESAL's (Millions) (a)	Binder PG Grade (b)	Compaction Levels No. Gyrations @			Volumetric Properties ©				Consensus Aggregate Properties			
			N _{ini}	N _{des}	N _{max}	VMA	VFA	VTM	%G mm@N _{ini}	CAA	FAA	SE	F&E
						% Min.	%-%	%-%	%	% Min.	% Min.	% Min.	% Max.
S-4.75 A	<0.3	64-22	6		75	20.0	--	7.0-15.0	--	--	40	40	--
SF-9.5A	<0.3	64-22	6	50	75	16.0	70-80	4.0-6.0	□ 91.5	75 / -	40	40	--
S-95A	<0.3	64-22	6	50	75	15.0	70-80	3.0-5.0	□ 91.5	75 / -	40	40	--
S-9.5B	0.3 – 3	64-22	7	75	115	15.0	65-80	3.0-5.0	□ 90.5	75 / -	40	40	--
S-9.5C	3- 30	70-22	8	100	160	15.0	65-76	3.0-5.0	□ 89.0	95/90	45	45	10
S012.5B	<3	64-22	7	75	115	14.0	65-78	3.0-5.0	□ 90.5	75 / -	40	40	10
S12.5C	3 – 30	70-22	8	100	160	14.0	65-75	3.0-5.0	□ 89.0	95/90	45	45	10
S-12.5D	>30	76-22	9	125	205	14.0	65-75	3.0-5.0	□ 89.0	100/00	45	50	10
I-19.0B	<3	64-22	7	75	115	13.0	65-78	3.0-5.0	□ 90.5	75 / -	40	40	10
I-19.0C	3 – 30	64-22	8	100	160	13.0	65-75	3.0-5.0	□ 89.0	95/90	45	45	10
I-19.0D	>30	70-22	9	125	205	13.0	65-75	3.0-5.0	□ 89.0	100/100	45	50	10
B-25.0B	<3	64-22	7	75	115	12.0	65-78	3.0-5.0	□ 90.5	75 / -	40	40	10
B-25.0C	>3	64-22	8	10	160	12.0	65-75	3.0-5.0	□ 89.0	95/90	45	45	10
B37.5C	>3	64-22	8	100	160	11.0	65-75	3.0-5.0	□ 89.0	95/90	45	45	10
All Mix Types	Design Parameter					Design Criteria							
	1. %Gmm @ N _{max} 2. Dust to Binder Ratio (P0.075/Pbe) 3. Tensile Strength Ratio (TSR)					□ 98.0% (d) 0.6 – 1.4 85% Min. (e)							

NOTES: (a) Based on a 20 year design period.

(b) When Recycled Mixes are used, the binder grade to be added shall be in accordance with Article 610-3 (A) of these provisions.

(c) Volumetric properties based on specimens compacted to N_{des} as modified by the Department.

(d) Based on specimens compacted to N_{max} at selected optimum asphalt binder content.

(e) AASHTO T 283 Modified (No Freeze-Thaw Cycle required). TSR for Types S 4.75, B-25.0 and B-37.5 shall be 80% minimum.

(f) Mix Design Criteria for Types S 4.75A and SF 9.5A may be modified, subject to approval by the Engineer.

610-4 CONSTRUCTION REQUIREMENTS

- A. Asphalt Mixture Production – Asphalt mixture production shall be in accordance with Article 610-5 of the Standard Specifications as modified herein. The mixing temperature at the asphalt plant shall be established on the job mix formula between 265°F (130°C) and 350°F (175°C) or as approved by the Engineer. Unless otherwise requested by the Contractor, the JMF temperature will be established as follows:

Mixes with Binder grade:	PG 64-22	300°F (149°C)
	PG 70-22	315°F (157°C)
	PG 76-22	335°F (168°C)

The temperature of the mix in the hauling vehicle at the asphalt plant shall be within +/- 150 F (=/- 8°C) of the JMF temperature. The temperature of the mix immediately prior to discharge from the hauling vehicle shall be within +15°F (-8°F) to -25°F (-14°C) of the JMF temperature.

- B. Storage System – Storage facilities shall be in accordance with applicable provisions of Section 610 of the Standard Specifications.
- C. Hauling of Asphalt Mixture – Hauling of asphalt mixture shall be in accordance with Article 610-8 of the Standard Specifications as modified herein.
- D. Spreading and Finishing - Spreading and finishing of the asphalt mixture shall be in accordance with Article 610-9 of the Standard Specification, except as modified herein.

Asphalt mixtures shall not be produced or placed during rainy weather, when the subgrade or base course is frozen, or when the moisture on the surface to be paved would prevent proper bond. Asphalt material shall not be placed when the air temperature, measured in the shade away from artificial heat at the location of the paving operation and the road surface temperature in the shade is less than the following temperatures.

<u>Asphalt Concrete Type</u>	<u>Air Temperature</u>	<u>Road Surface Temperature</u>
ACBC, Types B 25.0B, & C, B 37.5C	35°F (2°C)	35°F (2°C)
ACIC, Types I 19.0B, C, & D	35°F (2°C)	35°F (2°C)
ACSC, Types S 4.75A, SF 9.5A	40°F (5°C)	50°F (10°C)
S 9.5A, & B, S 12.5 B		
ACSC, Types S 9.5C, S 12.5C & D	50°F (10°C)	50°F (10°C)

In addition, surface course material which is to be the final layer of pavement shall not be placed between December 15 and March 16.

As an exception to the above, when in any day's operations, the placement of a layer of asphalt base course material or intermediate course material 2" (50 mm) or greater in thickness has started, it may continue until the air temperature drop to 32°F (0°C).

No plant mix base course or intermediate course shall be placed that will not be covered with surface course during the same calendar year or within 15 days of placement if the plant mix is placed in January or February. Failure of the Contractor to cover the plant mix as required above will result in the Engineer notifying the Contractor in writing to cover the plant mix with a sand seal. The sand seal shall be applied in accordance with the requirements of Section 660 of the Standard Specifications, except that Articles 660-3, 660-11, and 660-12 will not apply. This work shall be performed by the Contractor at no cost to the Department. In the event the Contractor fails to apply the sand seal within 72 hours of receipt of such notice, the Engineer may proceed to have such work performed with Department forces and equipment. The cost of such work performed by Department forces will be deducted from monies due or to become due to the Contractor.

- E. **Compaction and Density Control** – Compaction and density control of the pavement shall be in accordance with the requirements of Articles 609-9, 610-10, and 610-11 of the Standard Specifications, except as modified herein.

The asphalt plant mix shall be compacted to at least the minimum percentage of the maximum specific gravity (AASHTO T 209) listed in Table 3 below, except as noted. Density sampling and testing shall be performed on all pavement widening 4.0 feet (1.2 m) or greater, on uniform width paved shoulders 2.0 feet (0.6 m) wide or greater, and on all full width travel lane pavements, including normal travel lanes, turn lanes, collector lanes, ramps and loops, and temporary pavements, unless otherwise approved.

For base and intermediate mix types (surface mix types not included) used to widen pavements less than 4.0 feet (1.2 m) and for all mix types used in intersections (exclusive of full width travel lanes), tapers, and irregular areas, a specified density will not be required provided the pavement is compacted using approved equipment and procedures. Irregular areas are defined as areas which have irregular shapes which make them difficult to compact with conventional asphalt rollers.

TABLE 3

MIX TYPE	MINIMUM % OF G_{mm} (AASHTO T 209)
S 4.75A	85.0*
SF 9.5A	92.0*
All Other Mix Types Listed in Table 2	92.0

*All pavements utilizing S 4.75A and SF 9.5A mixtures will be accepted for density under Article 105-3 of the Standard Specifications.

- F. **Joints** – Construction of joints shall be in accordance with Article 610-12 of the Standard Specifications.
- G. **Surface Smoothness Requirements** – The surface of the pavement after compaction shall conform to the requirements of Article 610-13 of the Standard Specifications except in the case where the Project Special Provision titled, “FINAL SURFACE TESTING – ASPHALT PAVEMENTS” is included in the contract. In that case, the project special provision shall apply.

H. Maintenance – Maintenance of the completed pavement shall be in accordance with Article 610-4 of the Standard Specifications.

610-5 METHOD OF MEASUREMENT

The quantity of hot mix asphalt pavement to be paid for will be the actual number of tons (metric tons) of each type of hot mix asphalt pavement which has been incorporated into the completed and accepted work. The hot mix asphalt pavement will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

610-6 BASIS OF PAYMENT

The quantity of hot mix asphalt pavement, measured as provided above, will be paid for at the contract unit prices per ton (metric ton) for “Asphalt Concrete Surface Courses, Types S 4.75A, SF 9.5A, S 9.5A, S 9.5 B, and S 9.5 C”, “Asphalt Concrete Surface Course, Types S 12.5B, S 12.5 C, and S 12.5D”, “Asphalt concrete Intermediate Course, Types I 19.0 B, I 19.0 C, and I 19.0 D”, “Asphalt Concrete Base Course, Type B 25.0 B and B 25.0 C”, and “Asphalt Concrete Base Course, Type B 37.5 C”.

Furnishing asphalt binder shall be paid for as provided in Article 620-5 for “Asphalt Binder for Plant Mix” as modified herein for each grade described in this provision.

Adjustments to the payments due the Contractor for asphalt binder shall apply to all grades covered in this provision. Adjusted contract unit prices for all grades will be based on the average selling price and base price index for Asphalt Binder, Grade PG 64-22 regardless of the actual grade used.

The above prices and payments will be full compensation for all work covered by this provision, including but not limited to producing, weighing, transporting, placing and compacting the plant mix as specified in section 610 of the Standard Specifications except as modified above, furnishing the aggregate, asphalt binder, anti-strip additive, and all other materials for the plant mix; furnishing and applying tack coat as specified in section 605; furnishing scales, maintaining the course until final acceptance of the project; making any repairs or corrections to the course that may become necessary, providing and conducting quality control as specified in Section 609 and surface testing of the completed pavement.

Payment will be made under:

Asphalt Concrete Base Course, Type B 25.0 B Ton (Metric Ton)
Asphalt Concrete Base course, Type B 25.0 CTon (Metric Ton)

Asphalt Concrete Base course, Type B 37.5 C Ton (Metric Ton)

Asphalt Concrete Intermediate Course, Type I 19.0 B Ton (Metric Ton)
Asphalt Concrete Intermediate Course, Type I 19.0 CTon (Metric Ton)
Asphalt Concrete Intermediate Course, Type I 19.0 D Ton (Metric Ton)

Asphalt Concrete Surface Course, Type S 4.75 A Ton (Metric Ton)

Asphalt Concrete Surface Course, Type SF 9.5 A Ton (Metric Ton)
Asphalt Concrete Surface Course, Type S 9.5 A Ton (Metric Ton)

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Asphalt Concrete Surface Course, Type S 9.6 B.....	Ton (Metric Ton)
Asphalt Concrete Surface Course, Type S 9.5 C	Ton (Metric Ton)
Asphalt Concrete Surface Course, Type S 12.5 B	Ton (Metric Ton)
Asphalt Concrete Surface Course Type S 12.5 C	Ton (Metric Ton)
Asphalt Concrete Surface Course Type S 12.5 D	Ton (Metric Ton)
Asphalt Binder for Plant Mix, Grade PG 64-22	Ton (Metric Ton)
Asphalt Binder for Plant Mix, Grade PG 70-22	Ton (Metric Ton)
Asphalt Binder for Plant Mix, Grade PG 76-22	Ton (Metric Ton)

END OF SECTION 05000

SECTION 06000
CAST IN PLACE CONCRETE

PART 1 - MATERIALS

- A. Portland cement concrete for curb and gutter, driveways, driveway aprons, wheelchair ramps, sidewalks, traffic islands and other items as specified on the plans shall have a minimum 28 day compressive strength of 3,000 psi, a non-vibrated slump between 2.5 and 4 inches, a minimum cement content of 545 pounds per cubic yard, an air entrainment of 5 - 7%, and a maximum water-cement ratio of 0.545 in accordance with Class B concrete as described in the NCDOT, July 2006, "Standard Specifications for Roads and Structures" unless otherwise specified in the Contract Documents. Portland cement concrete for structures, culverts and other items as specified on the plans shall be Class A or Class AA in accordance with NCDOT, July 2006, "Standard Specifications for Road and Structures." Dyed concrete is not allowed in construction of driveway aprons or public sidewalks unless otherwise specifically required on the plans.
- B. Joint filler shall be a non-extruding joint material conforming to ASTM C1751. Joint sealer shall be a low modulus silicone sealant conforming to Section 1028.
- C. Aggregate for portland cement concrete shall meet the requirements for fine and course aggregate of Section 1014 of the NCDOT, July 2006, "Standard Specifications for Roads and Structures."
- D. Portland Cement and admixtures shall meet the requirements of Section 1000 of the NCDOT, July 2006, "Standard Specifications for Roads and Structures."
- E. Water for mixing or curing the concrete shall be free from injurious amounts of oil, salt, acid, or other products injurious to the finished product.
- F. Steel Wire Reinforcement shall be smooth welded wire reinforcement conforming to AASHTO M55.

PART 2 - QUALITY ASSURANCE

- A. Concrete shall be only plant-mixed, transit-mixed or ready-mixed concrete. The time elapsing from mixing to placing the concrete shall not exceed ninety (90) minutes. Concrete shall not be deposited on frozen subgrade and shall not be poured when the air temperature is falling and below 40° F, and the predicted low temperature for the succeeding 24 hour period is less than 32° F.

- B. All concrete when placed in the forms shall have a temperature of between 50° F and 90° F and shall be maintained at a temperature of not less than 50° F for at least 72 hours for normal concrete and 24 hours for high early strength concrete, or for as much time as is necessary to secure proper rate of curing and designed compressive strength. The use of admixture, retarders, and accelerators shall be used as directed by the Engineer.

PART 3 - CONSTRUCTION METHODS - GENERAL

- A. Proportioning of Concrete: The concrete shall be mixed in proportions discussed herein and approved by the Engineer.
- B. Mixing Concrete: The concrete shall be mixed by machine on the job or at a central mixing plant. A batch mixer of any approved type may be used. The method of measuring the materials for the concrete, including water, shall be one which will insure separate and uniform proportions of each of the materials at all times. The mixing shall continue at least 1-1/2 minutes after all ingredients have been emptied before receiving material for the succeeding batch.
- i. A central mixing plant shall not be used until approved by the Engineer and shall be certified by the NCDOT. The concrete from a central plant shall be delivered and deposited at the consistency specified without segregation. The time elapsing from mixing to placing the concrete shall not exceed ninety (90) minutes.
 - ii. Concrete shall be mixed only in such quantities as are required for immediate use and all such material shall be used while fresh and before initial set has taken place. Any concrete in which set has begun shall not be used in the work. Retempering of concrete will not be allowed.
- C. Subgrade: The subgrade shall be excavated to the required depth below the finished surface in accordance with the plans to the lines and grades established by the Engineer. All soft yielding material or other unsuitable material shall be removed and replaced with suitable material and the subgrade shall be compacted thoroughly and finished to a firm, smooth surface. No curb and gutter, driveways, driveway aprons, wheelchair ramps, sidewalks, or traffic islands shall be poured until the subgrade is approved by the Inspector.
- D. Forms: The forms shall be of metal and of the necessary dimensions to construct the combined curb and gutters specified in the plans. Wood forms may be used where conditions make the use of metal forms impractical.

The use of wood forms must be approved by the Inspector. The forms shall be set true to the line and grade established by the Inspector and held rigidly in position, so as to prevent leakage of mortar and springing out of line when the concrete is placed in them. The forms shall be true in line, free from warping or bending. No concrete shall be placed until the forms and subgrades have been approved by the Inspector.

- E. Placing of Concrete: The subgrade shall be moistened and the concrete shall be placed in the forms and tamped sufficiently to bring the mortar to the surface, after which it shall be finished smooth and even by means of a wooden float.
- i. The curb and gutter shall be constructed in place in uniform sections ten (10) feet in length. The joints between sections shall be formed by steel templates one-sixth ($1/6$) inch in thickness and of the width and depth of the curb and gutter. The templates shall be left in place until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place.
 - ii. Machine poured concrete curb and gutter will be scored at 15 feet intervals with expansion joints located at intervals no greater than 50 feet.
 - iii. Expansion joints shall be one-half ($1/2$) inch in width and shall be placed between all rigid objects at a distance of no more than fifty (50) feet apart and shall extend the full depth of the concrete with the top of the filler one-half ($1/2$) inch below the finished surface.
- F. Finishing: The edges of the curb and gutter shall be finished with an approved edging tool of one-half ($1/2$) inch radius. Joints shall be similarly finished immediately after the templates have been removed.
- G. Curing: Contractor may select method of curing provided that the method is approved by the Engineer and that the means and methods of curing conform to standards specified by current AASHTO or ASTM specifications.
- H. Removing Forms: Forms shall not be removed from freshly placed concrete until it has set for at least 12 hours. Forms shall be carefully removed in such a manner as to prevent damage to the edges of the concrete. Any honeycombed areas along the sides shall be filled promptly with mortar composed of one part cement and two parts of fine aggregate.
- I. Cold Weather and Night Concreting: Concreting shall be done when weather conditions are favorable unless otherwise directed by the Engineer. Concrete operations shall be discontinued when a temperature of 40° F is reached on a falling thermometer and may be continued when temperature

reaches 35° F on a rising thermometer. No concreting shall be attempted when local weather bureau indicates temperature below freezing within the ensuing 24 hours unless proper precautions are made to protect the concrete by covering with straw or other thermal insulation satisfactory to the Engineer. The Contractor shall be responsible for the quality and strength of the concrete laid during cold weather and any concrete damaged by frost action or freezing shall be removed and replaced as directed by the Engineer at the Contractor's expense.

- i. The Contractor may be permitted by the Engineer to proceed with concrete operations during cold weather in temperatures of not less than 25° F at placing time provided that the Contractor furnishes an approved admixture and uses an amount per batch not to exceed two percent (2%) by weight of the total amount of cement, and further provided that he takes other precautions deemed necessary by the Engineer to prevent concrete from freezing during curing period.
 - ii. No more concrete shall be laid than can be properly finished and covered during daylight, unless adequate artificial light satisfactory to the Engineer is provided.
- J. Protection of Concrete: Immediately after the forms have been removed and all honeycombed areas repaired, the back of the curb shall be backfilled to prevent underwash. Traffic shall be excluded from crossing the concrete for a period of approximately fourteen (14) days, by erection and maintenance of suitable barricades, unless otherwise specified in the Contract Documents or by the Engineer. Contractor shall be responsible for any damage resulting from traffic or vandalism until accepted by the Engineer, and he shall remove and replace any concrete damaged as directed by the Inspector.

PART 4 - CONSTRUCTION METHODS – FLOWABLE FILL, CURB & GUTTER, DRIVEWAYS, DRIVEWAY APRONS, WHEELCHAIR RAMPS, SIDEWALKS, AND TRAFFIC ISLANDS

- A. Areas of concrete to be removed shall be sawcut before removing. The sawcut shall provide a smooth, straight edge approximately two (2) inches deep before breaking away the adjacent concrete. There will be no direct payment for the work covered by this section.
- B. Concrete shall be constructed in accordance with Section 825 of the NCDOT, July 2012, "Standard Specifications for Roads and Structures" and shall be given a "sidewalk finish," except as otherwise noted herein.
- C. Brooming of the concrete surface shall be done transverse to the direction of traffic. Joint spacing shall not be less than 5 feet. Where existing sidewalks

are being widened, transverse joints shall be located so as to line up with existing joints in the adjacent existing sidewalk. Grooved joints shall not be sealed.

- D. No backfill shall be placed adjacent to the curb & gutter, driveways, driveway aprons, wheelchair ramps, or sidewalks until at least 3 curing days have elapsed, as defined in Section 825-9 of the NCDOT, July 2012, "Standard Specifications for Roads and Structures." However, all backfill shall be placed within 4 calendar days after the completion of this 3 curing day time period. Backfill shall be clean earthen material free of all debris and shall be compacted to a degree comparable to the adjacent undisturbed material or as directed by the inspector.
- E. Flowable Fill shall be installed in accordance with Section 340-2 of the NCDOT, July 2012, "Standard Specifications for Roads and Structures" at locations shown in the plans.

PART 5 - PAYMENT

- A. Basis of Payment: Compensation for cast in place concrete items shall be as follows or as indicated on the Itemized Proposal in the Contract Documents:
 - i. Payment for "Concrete Curb and Gutter" shall be paid at the unit price bid per linear foot for the type as indicated in the Itemized Proposal and in accordance with Town of Holly Springs Standard Detail HS310. The aggregate base course or asphalt concrete placed under the concrete curb and gutter shall be in accordance with Town of Holly Springs Standard Detail HS311 and shall be included in the unit price bid for curb and gutter. Unit price shall be full compensation for all labor, equipment and materials to furnish and install curb and gutter, and aggregate base course or asphalt concrete under the curb and gutter. Payment for this item shall not be made until work is complete, including backfilling and seeding & mulching, and has been inspected and accepted by the Inspector.
 - ii. Payment for "Brick Paver Sidewalk" shall be paid at the unit price bid per linear foot at the width and thickness designated in the Itemized Proposal and in accordance with Town of Holly Springs Standard Detail HS320. Unit price shall be full compensation for all labor, equipment and materials to furnish and install concrete sidewalk. Payment for this item shall not be made until work is complete, including backfilling and seeding & mulching, and has been inspected and accepted by the Inspector.
 - iii. Payment for "Concrete Sidewalk" shall be paid at the unit price bid per linear foot at the width and thickness designated in the Itemized Proposal and in

accordance with Town of Holly Springs Standard Detail HS14. Unit price shall be full compensation for all labor, equipment and materials to furnish and install concrete sidewalk. Payment for this item shall not be made until work is complete, including backfilling and seeding & mulching, and has been inspected and accepted by the Inspector.

- iv. Payment for "Concrete Wheelchair Ramps" shall be paid at the unit price bid per each item as designated in the Itemized Proposal and in accordance with the details shown in the plans. Unit price shall be full compensation for all labor, equipment and materials to furnish and install concrete wheelchair ramps, sawcut of existing curb, depressed curb and gutter, and aggregate base course or asphalt concrete under the depressed curb and gutter or wheelchair ramp necessary for the construction of the concrete wheelchair ramp. Payment for this item shall not be made until work is complete, including backfilling and seeding & mulching, and has been inspected and accepted by the Inspector.
- v. Payment for "Concrete Driveway Aprons" shall be paid at the unit price bid per each at the width designated in the Itemized Proposal and in accordance with the details shown in the plans. Unit price shall be full compensation for all labor, equipment and materials to furnish and install concrete driveway aprons and any additional concrete pavement, 6" thick, required to pave the area from the apron to the sidewalk. Payment for this item shall not be made until work is complete, including backfilling and seeding & mulching, and has been inspected and accepted by the Inspector.
- vi. Payment for Concrete Driveways and other Miscellaneous Concrete shall be paid at the unit price bid per square yard at the class designated or as indicated in the Itemized Proposal. Unit price shall be full compensation for all labor, equipment and materials to furnish and install the concrete.
- vii. Payment for "Flowable Fill" shall be paid at the unit price bid per cubic yard as indicated in the Itemized Proposal. Unit price shall be full compensation for all labor and materials to furnish, install and contain the flowable fill. Payment for this item shall not be made until work is complete and has been inspected and accepted by the Inspector.

END OF SECTION 06000

SECTION 09000
STORM DRAINAGE

PART 1 - GENERAL

- A. The work of furnishing and installing storm sewer shall consist of performing all work and services necessary to complete the construction of the storm sewer pipe, catch basins and other related items in accordance with the provisions of the Contract Documents.
- B. Where proposed storm sewers are to be installed under existing roadways, the construction shall be performed in such a way that half of the roadway will be maintained and available to traffic in accordance with the plans, Contract Documents, the NCDOT, January 2012, "Roadway Standard Drawings," and the MUTCD.

PART 2 - SUBMITTALS

- A. The Contractor shall submit shop drawings to the Town of Holly Springs for all storm drainage materials proposed to be used on this project. Submittals shall be in accordance with Section 02000 of the Contract Documents.

PART 3 - QUALITY STANDARDS

- A. Procedures for handling, laying, protection and use of pipe shall be in accordance with the pipe manufacturer's recommendations and these specifications. Procedures for construction of drainage structures shall be in accordance with these specifications.
- B. Reinforced Concrete Pipe shall be as per ASTM C76, Table III or Table IV with a diameter as indicated on plans. The pipe shall be equal to that as furnished by N.C. Products or Adams Concrete. Joints shall be wiped with mortar or sealed with a plastic cement putty meeting Federal specification SS-S-00210, such as Ram-Nek or a butyl rubber sealant.
- C. Corrugated Steel Pipe shall conform to AASHTO M36 with pipe ends having no less than 2 round corrugations on each end. Bands for connecting pipe shall be corrugated with a minimum of 2 corrugations for each pipe. The pipe shall be fully bituminous coated in accordance with the requirements of AASHTO M190. The pipe shall have an asphalt-paved invert.
- D. Concrete Block or Brick shall be solid and conform to ASTM C139 in design and manufacture. The block or brick shall be embedded in a mortar bed to form a one-half (1/2) inch mortar joint.

- E. Mortar used in brick masonry and joints shall be composed of one (1) part Portland cement and hydrated lime (not more than 10 percent lime, based on the volume of cement, shall be used) and two (2) parts sand. Portland cement shall meet the requirements of the latest ASTM specifications C-150, Type 1. The sand shall be composed of clean, hard and durable grains, and shall be of a quality and gradation approved by the Engineer. Hydrated lime shall meet the requirement of ASTM designation C-6. Mortar shall be mixed in a clean, tight mortar box or in an approved mechanical mixer and shall be used within 45 minutes after mixing.
- F. Precast Concrete Manholes shall meet ASTM C478 in design and manufacture holes and shall be in accordance with Town of Holly Springs Standard Detail HS46. The standard manhole joint shall be sealed with a plastic cement putty meeting Federal specification SS-S-00210 such as Ram-Nek or a butyl rubber sealant.
- G. Manhole Frames and Covers shall be cast iron or ductile iron with “Storm Sewer” stamped on the cover and four 1 inch perforated holes and shall be in accordance with Town of Holly Springs Standard Detail HS706/HS801. Castings shall be machined to give even and continuous bearing on the full length of the frame. Castings shall be free of porosity and blow holes, and shall receive one coat of Koppers Super Service Bitumastic black paint. Paint shall be kept off bolt threads, and surfaces shall be thoroughly wire brushed before painting.
- H. Manhole Steps shall be of composite plastic metal or steel reinforced polypropylene and shall be in accordance with Town of Holly Springs Standard Detail HS706. Steps shall be placed at sixteen (16) inches O.C. for the full depth in all structures when they are greater than five (5) feet in depth. Steps shall be designed for a vertical load of 400 pounds and a horizontal pull out load of 1,000 pounds.
- I. Yard Inlets, Catch Basins, and Curb Inlets shall be in accordance with Town of Holly Springs Standard Details HS801, HS802, HS803, HS804, HS805, HS806, and HS807.
- J. Frame, Grate, & Hood shall be cast iron and meet the ASTM requirements set forth in the NCDOT, July 2012, “Standard Specifications for Roads and Structures” and the dimensional requirements set forth in the NCDOT, January 2012, “Roadway Standard Drawings.” Grates shall be cast with the appropriate NCDOT specification number as evidence of satisfying the above requirements. Hoods shall be cast with either “Drains to waterways” as confirmed by the Engineer. Lettering shall be ¾” height and shall be clean, crisp, and free of defects.
- K. Catch basins or manholes within paved areas shall be NCDOT- approved, traffic bearing junction boxes or manholes.

PART 4 - CONSTRUCTION

- A. All storm sewers shall be laid to provide a “true line” between manholes or structures, and they shall be installed at each deflection of line and/or grade.
- B. The mortar for brick masonry shall conform to the requirements herein set forth. Excavation shall be made to the required depth and the foundation on which the brick masonry is to be laid shall be approved by the Inspector. The brick shall be laid so that they will be thoroughly bonded into the mortar joints by means of the “shove joint” method: (buttered or plastered joints will not be permitted). The headers and stretchers shall be so arranged as to thoroughly bond the mass. Brickwork shall be of alternate headers and stretchers with consecutive courses in thickness. The joints shall be completely filled with mortar. No spalls or bats shall be used except for shaping round irregular openings or when unavoidable to finish out a course. Competent bricklayers shall be employed on the work and all details of construction shall be in accordance with approved practice and to the satisfaction of the Engineer.
- C. Manhole steps shall be set in the masonry as the work is built up, thoroughly bonded, and accurately spaced and aligned.
- D. Inverts in storm drainage structures shall be shaped to form a smooth and regular surface free from sharp or jagged edges. They shall be sloped adequately to prevent sedimentation.
- E. The castings shall be set in full mortar beds. All castings when set shall conform to the finished grade as established by the Engineer. Any castings not conforming shall be adjusted to the correct grade without extra compensation.
- F. All pipes entering catch basins or junction boxes shall enter through a wall and not through a corner of the structure. The pipe shall not project into the drainage structure, but shall be finished flush with the inside of the structure.
- G. When necessary, the contractor shall provide for the temporary diversion of water or dewatering in order to maintain the storm sewer foundations in a dry condition, and shall continue to maintain trenches in a dry condition until backfill and compaction activities are complete.
- H. The Contractor shall maintain all storm sewers in a condition such that they will function properly from the time the storm sewers are installed until the Town accepts the project. The Contractor shall thoroughly clean out all storm sewers at no expense to the owner throughout construction.

PART 5 - PAYMENT

A. Basis of Payment:

- i. Payment to furnish, excavate, install, and backfill storm drainage pipe shall be paid at the unit price bid for the actual number of linear feet of the size and type of pipe installed as indicated in the Itemized Proposal and shall include any washed stone necessary for stabilization, required paved inverts, pipe coating and shall be full compensation for all labor, equipment and materials necessary to install the pipe.
- ii. Payment to furnish, excavate, install and backfill with suitable material “Manholes”, “Yard Inlets”, “Catch Basins”, “Curb Inlets”, “Flared End Sections”, “Headwalls”, “Drop Inlets”, “Junction Boxes”, and other structures shall be paid at the contract unit price for each item installed as indicated in the Itemized Proposal and shall be full compensation for all labor, equipment, and material to furnish and install these structures including excavation, backfill and any washed stone necessary for stabilization. The frame and grate shall be included in the price for catch basin structures.
- iii. Payment to furnish and install “Pipe Collars”, “Pipe Plugs”, and “Flowable Fill” shall be paid for at the contract unit price per cubic yard as indicated in the Itemized Proposal.

END OF SECTION 09000

SECTION 18000
PAVEMENT MARKINGS

PART 1 - GENERAL

- A. All work associated with the furnishing, installing and removing of pavement markings and pavement markers shall be performed in accordance with these contract documents and the North Carolina Department of Transportation, January 2012, "Standard Specifications for Roads and Structures" and "Roadway Standard Drawings." Permanent Pavement Markings shall be Alkyd/Maleic Thermoplastic unless otherwise directed by the Engineer. Snowplowable raised markers shall be installed where indicated on the plans.

PART 2 - PAYMENT

- A. Basis of Payment: Payment for pavement markings and pavement markers shall be as indicated on the Itemized Proposal in the Contract Documents. There shall be no separate payment made for the removal of pavement markings. Crosswalks are paid per linear foot of road that is crossed, not per foot of actual key markings.
- B. "Crosswalk Striping and Stop Bar" shall be paid per linear foot of roadway width that is covered, not individual linear feet of striping within the crosswalk and/or stop bar.

END OF SECTION 18000

SECTION 20000
CONSTRUCTION TRAFFIC CONTROL

PART 1 - GENERAL

- A. The work covered by this section consists of furnishing, erecting, maintaining, relocating, and removing traffic control devices in accordance with the Contract Documents as well as the latest versions of the NCDOT "Standard Specifications for Roads and Structures, January 2012," NCDOT "Roadway Standard Drawings Manual, January 2012," MUTCD, NCDOT Supplement to the MUTCD, or as directed by the Inspector.
- B. All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise specified by the contract. Traffic control devices shall include, but are not limited to signs, drums, barricades, barriers, electronic variable message boards, cones, delineators, flashing arrow panels, temporary guardrails, temporary concrete median barriers, vehicle-mounted temporary impact attenuators, pavement markings, raised reflective pavement markers, NCDOT Certified flaggers, and pilot vehicles.

PART 2 - MATERIALS - GENERAL

- A. Unless otherwise required, materials used in the fabrication and installation of construction traffic control devices shall be in accordance with the applicable provisions of the MUTCD. When traffic control devices are no longer required for traffic handling in the initial phase of construction requiring their use, they may be reused at various locations throughout the project provided the device is not defaced, is structurally sound, clean and otherwise conforms to the above requirements.
- B. All enclosed lens (Engineer's Grade) sheeting required for use on traffic control devices shall have an identification mark on the surface. This mark signifies that the sheeting meets the requirements of Federal Specification L-S-300C for Minimum Reflectivity 1 Sheeting and Tape. The identification mark shall not interfere with the function of the device, but shall be visible both day and under illumination at night without the use of special devices. No work on the project shall start until all the traffic control devices required for the particular work activity are inspected and approved by the Engineer.
- C. Traffic control devices which do not meet the requirements of this section shall not be used. If a device ceases to meet the requirements of this section during the project, it shall be promptly removed and replaced with a conforming device at no additional compensation. The Engineer shall have the authority to determine the acceptability of the traffic control devices.

PART 3 - CONSTRUCTION METHODS - GENERAL

- A. Existing public streets or highways shall be kept open to traffic at all times by the Contractor unless permission to close these streets, or portions thereof, is granted by both the Engineer and the Director of Public Safety. In addition, the Town of Holly Springs Communications Division of the Police Department must be contacted BY THE CONTRACTOR A MINIMUM OF 24 HOURS before any streets are closed or partially closed. The Engineer may request that the Contractor make additional notifications to property owners.
- B. Traffic control devices shall be installed at the inception of construction operations, and shall be properly maintained, relocated as necessary, cleaned, and operated during the time they are in use. They shall remain in place only as long as they are needed and shall be immediately removed thereafter. Where operations are performed in stages, only those devices that apply to the conditions present shall be left in place.
- C. The location, legends, sheeting, dimension, number of supports, and horizontal and vertical placement of warning signs, barricades, and other traffic control devices shall be as required by the plans or the MUTCD or as directed by the Engineer. The Contractor may submit for the Engineer's consideration a method for handling traffic other than as shown on the plans. The alternate traffic control plans shall not be used until they are approved in writing by the Engineer. During periods when not warranted, warning signs and other devices shall be removed from the work area, covered with specified material, or otherwise positioned so that they do not convey their message to the traveling public. If covered, the covering material shall be exterior plywood and shall cover the entire face of the sign panel. The covering material shall be installed in such a manner that the sign panel will not be defaced. Non-metal washers or other spacing devices shall be used to keep the plywood covering material from direct contact with the sign panel. Covering material shall be maintained in a neat manner during its use.
- D. Weeds, brush, trees, construction materials, equipment, etc. shall not be allowed to obscure any traffic control device in use. There will be no separate compensation for any trimming or cutting required for this purpose.
- E. Competent and properly trained flaggers, properly attired and equipped, shall be provided in accordance with MUTCD standards and when directed by the Engineer or Inspector or when the Contractor deems it necessary to safely handle traffic through the construction zone.

- F. The Contractor shall assume full responsibility for the continuous and expeditious maintenance of all construction warning signs, barricades, and other traffic control devices which in the opinion of the Engineer are damaged by traffic or other means or deteriorated beyond effectiveness. Conditions covered under maintenance shall include but not be limited to replacement due to loss of reflectivity; replacement of broken supports; plumbing of leaning signs; cleaning of dirty signs, barricades, and other devices; repair of defaced sheeting and legend; and replacement of stolen or vandalized items. All items used for traffic control shall be maintained in a satisfactory condition. Failure to maintain all traffic control devices in a satisfactory condition may be cause for suspension of construction operations until proper traffic control is re-established.
- G. The Contractor shall follow the construction procedure and maintenance of traffic as shown on the Traffic Control Plan, unless a more workable plan is agreed to by the Engineer prior to or during the execution of the work. The Contractor shall complete each construction phase in the sequence shown if phasing is specified.
- H. Work on the project shall not start until all the traffic control devices required for the particular work activity have been inspected and approved by the Engineer.
- I. The Contractor shall continuously review and maintain all traffic control measures to assure that adequate provisions have been made for the safety of the public and workers.
- J. The Contractor shall furnish a material certification for all new and used reflective sheeting.

PART 4 - PAYMENT

A. Basis of Payment:

- i. Payment for traffic control shall be made at the contract lump sum price for "Temporary Traffic Control" or as designated on the Itemized Proposal. Payment will include all work covered by this section. If no item is included for traffic control devices in the "Itemized Proposal," all traffic control devices must be placed, and no direct payment shall be made. Payment will be full compensation for all work of furnishing, erecting, relocating, maintaining and removing any and/or all temporary traffic control devices.
- ii. If traffic control measures are designated separately on the Itemized Proposal, measurement and payment shall be made as follows:

- a) "Stationary Construction Signs" will be paid by the actual number of square feet of sign panels installed at each location required by the contract. Where a particular sign is used at more than one location, measurement will be made at each location.
 - b) "Non-Metallic Drums" shall be paid by the maximum number of drums acceptably placed at any one time during the life of the project as required by the contract.
 - c) "Portable Temporary Traffic Control Devices" shall be paid for at the lump sum price for all work including, but not limited to portable signs, temporary guardrails, barricades, barriers, electronic variable message boards, cones, delineators, flaggers, pilot vehicles, and any other traffic control devices not covered by any other section included in this contract.
 - d) "Type III Barricades" shall be paid for per linear foot, acceptably placed and in use at any one time during the life of the project. Relocation of barricades will be considered as incidental to the measurement of the quantity of barricades. This includes all materials necessary to furnish and install as shown on the plans and per MUTCD.
- iii. Payment for "Temporary Traffic Control," "Stationary Construction Signs," "Non-Metallic Drums," and "Portable Temporary Traffic Control Devices" shall be made as follows:
- a) Fifty percent (50%) of the total quantity of each item on the Itemized Proposal on the first partial payment estimate after which said item(s) have been placed into operation.
 - b) Twenty-five percent (25%) of the total quantity of each item on the Itemized Proposal on the first partial payment estimate made after the project is 50% complete.
 - c) Twenty-five percent (25%) of the total quantity of each item on the Itemized Proposal on the first partial payment after the project is one hundred percent (100%) complete.
 - d) In the event the Contractor fails to follow MUTCD guidelines, the Town may contract to install or install with Town forces, traffic control per MUTCD guidelines, permanently retaining all associated costs from funds paid to the Contractor.
 - e) If it is necessary for the Town of Holly Springs police to be present to aid in the control of traffic, a 24 hour notice must be given to the

Chief of Police and all associated costs must be paid, by the contractor, to the Town.

END OF SECTION 20000

SECTION 40000 SPECIAL CONSTRUCTION

The following items in Section 40000 are project specific and shall supercede any other conflicting portion of these contract documents.

Conform to the requirements of the pay items included in these Technical Specifications. All other pay items are included in the NCDOT Standard Specifications and must be conformed to as described in those specifications unless modified herein. In the event of a conflict between these technical specifications and the NCDOT Standard Specifications these Technical Specifications shall govern.

General

- A. Mobilization (which includes demobilization) shall not exceed 5% of the project cost and shall be paid for as lump sum unit price in accordance with Section 800 of NCDOT Standard Specifications for Roads and Structures.
- B. Unless otherwise approved by the Town of Holly Springs, the Contractor shall perform a minimum of 50% of the work with their own forces. Documentation of this shall be provided in the Affidavit A form provided on page 00300-19.
- C. The Contractor will be responsible for attending bi-weekly meetings during the project duration at which a report will be made as to the project status including any problems encountered. Contractor's representative shall be a project manager familiar with the daily progress and field conditions of the project. Contractor and subcontractors shall limit communications to those with the Inspector except as otherwise provided by these documents.
- D. Contractors must be licensed with the State of North Carolina as a General Contractor, plus any specialty work performed by the Contractor and/or subcontractor shall be performed by a Contractor licensed in the respective specialty area.
- E. Where the contractor fails to respond in a timely manner to Town directives to complete certain repairs and/or work that, in the Town's opinion, cause a safety hazard or the potential for damages, the Town may have such work performed and deduct the costs plus 25% from the Contractor's pay request. This provision shall not, however, obligate the Town to undertake such work that is the responsibility of the Contractor.
- F. Contractor must meet all requirements of forthcoming NCDENR, NCDOT and other required permits on this project. Permits are inserted into the Appendix prior to construction.
- G. Contractor shall agree to a reduction or an increase in the scope of work as requested by the Town of Holly springs with no adjustment to unit cost.
- H. Construction surveying shall be included in the contract bid. Surveyor shall provide a stakeout of areas where an environmental permit is required prior to performing any

construction in or adjacent to these areas. Stake out limits of the permitted work areas according to the approved permit drawings. Provide clear delineation by use of pink or other highly visible flagging. Insure construction limits do not exceed approved permitted work areas. Immediately notify the Environmental Inspector of any variation of the stakeout limits when compared to the approved permit drawings. The Environmental Inspector shall approve the limits of the staked area prior to the onset of construction in that area. Payment for "Construction Surveying" will be made under the contract lump sum based upon a percentage complete of the project and shall include all labor, equipment, and materials necessary to perform construction surveying and staking during the duration of the contract and after construction as required. Surveying required to complete the as-built plans and submittal of as-built plans (1 set mylar, 2 sets blue prints) to the Town shall be included in the price for "Construction Surveying" and shall be delivered and approved by the Town prior to Final Application for Payment. The as-built plans shall comply with the TOHS "Engineering and Construction Standards" requirements for as-builts and the data shall be tied to the nearest TOHS geodetic control monument. All construction surveying shall be staked from the same monument used in the design of the plans.

- I. The itemized Bid Quantities are engineer's estimate and are used for the comparison of bids. The Town maintains the right to add or delete quantities at any time, without an adjustment to the unit price.
- J. There shall be no unit price adjustment for materials due to market variability.

Prior to Construction

- A. The Contractor shall inspect all features within the construction limits including both public and private existing sidewalk, curb and gutter, landscaping, signs, pavement, pavement markings, light posts, utilities and other physical features, which according to the plans will remain in place, prior to construction. The Contractor shall document with the Engineer, in writing and recorded on video tape supplemented with appropriate photographs, prior to beginning any construction, the full project limits. The Inspector shall be present during the videotaping. Any damage resulting to existing features from the work of this contract shall be promptly repaired by the Contractor at no additional cost to the Town, in a manner approved by the Engineer.
- B. The Contractor shall notify, in writing, businesses, residents and property owners adjacent to proposed construction of impending work at least one (1) week in advance of beginning construction in the vicinity of their property. Construction limits shall be staked prior to this notice. A standard letter for this purpose shall be provided the Contractor by the Town. This will permit property owners to remove any vegetation from the construction area that they wish to preserve.
- C. Contractor shall stake the easements and install all tree protection fence per plans. Once this is completed a "walk through" shall be scheduled with the Contractor, Town's Development Inspector, and Senior Engineer, or his agent at which time adjustments may be made. No clearing (even within the easement) shall be started prior to this walk thru. After the walk thru, root pruning and then clearing operations may begin.

Site

- A. Staging, topsoil and stockpile location is noted on the plan. Site shall be maintained in good condition and all S&EC measures shall be present as shown on plan. At the end of project, area shall be fine graded and seeded. This cost is incidental to the project.
- B. All necessary grading work for ditch and sidewalk are included in the Unclassified Excavation line item.
- C. The Contractor shall accept actual conditions at the site and perform the work specified without additional compensation for possible variation from grades and conditions shown, whether surface or subsurface, except as provided for by the contract documents.
- D. At the end of each working day and during periods of construction inactivity, equipment shall be parked and/or stored a minimum of 30 feet from the edge of any travel lane unless deflective barriers are employed in accordance with MUTCD standards. All sight distances shall be kept clear and free of equipment and materials at all times.
- E. The Contractor shall be responsible for removing and replacing existing street signs, utility services such as c/o's and water meters, headwalls, and other related or similar existing items. All items shall be replaced in a location as shown on the plans or as directed by the Inspector. Unless noted in the project bid estimate, no direct payment shall be made for such relocations.
- F. Contractor shall be required to re-establish and re-set any existing property corner markers or local survey monuments which are disturbed by construction. Written documentation that such corners were re-established in a proper manner must be provided by a PLS.
- G. The Contractor shall construct all improvements so as to create and/or maintain positive drainage at all times.
- H. Incidental Stone quantities must be approved, prior to installation, by the Inspector/Engineer in order for payment to be approved. In addition, tickets for incidental stone shall be provided to the Inspector on the day of placement to be eligible for payment.
- I. The Contractor shall comply with all requirements listed in the North Carolina Division of Environmental Management Stormwater Discharge NPDES Permit NCG010000, including the following conditions listed below. Contractor shall abide by the approved Sedimentation and Erosion Control Plan for this project and keep a signed copy of the letter of approval of the plan on-site at all times.
 - i. There shall be no discharge of any sanitary wastewater from this construction activity except under the provisions of another NPDES permit specifically issued therefore.
 - ii. There shall be no chemicals added to the discharge.
 - iii. All wastes composed of building and construction materials will be disposed of in accordance with N. C. statutes and rules governing solid waste disposal.
 - iv. Maintenance activities for vehicles and heavy equipment shall be performed so as to not result in contamination of the surface or ground waters.

- J. Contractor shall take precautions to avoid damage to existing pavement during construction of proposed roadway and utilities. Whenever pavement or other physical features outside of the construction limits but in proximity to project becomes damaged, unless evidence is presented by the Contractor to the contrary, Contractor is assumed responsible for such damages. The Contractor shall be responsible for the repair of such to a state acceptable by the Engineer at no additional cost to the Owner .
- K. If contaminated soil is encountered during construction, the material shall be handled in a manner acceptable to DENR. The Contractor shall be responsible for obtaining any permits necessary.
- L. Accessibility to existing mail boxes shall be maintained at all times during construction through means of temporary relocation. When temporarily removing and replacing mailboxes, the contractor shall remove the mailbox and post without damaging. The contractor shall photograph all mail boxes before removal to ensure that the replaced mailbox is of equal or greater condition than before. Contractor shall be responsible for final placement of mail boxes in a condition equal to or better than that which is existing and method of installation to be equal to the pre-construction method of installation. Inspector to approve all mailbox removal and replacement.
- M. Temporary driveway connection is a lump sum item for all properties determined by inspector and shall include all necessary materials, labor, and equipment to construct a temporary driveway at the property during the time of the property's permanent driveway construction. Temporary driveway connection to allow for existing drainage patterns to remain. Temporary driveway connection should be planned and timed for minimal impact to the property owners. TOHS inspector to approve all temporary driveway connections.
- N. 8" PVC has been included in contract to be installed per direction of Inspector. Only to be used in areas that are graded per plan but may be holding water.
- O. Contractor shall remove brick wall and place material on the property owner's side.
- P. The Contractor shall restore any grass, landscaping, driveways, and/or other features that are located on private property and that is damaged or disturbed as a result of construction with "in-kind" material, and to the satisfaction of the Inspector.
- Q. Contractor to relocate split rail fence only if directed by the Inspector and replace post and slats.
- R. Pavement repairs shall be made in accordance with the plans and details. Temporarily backfilling is discouraged but if it becomes necessary to establish access, it shall be accomplished using ABC or select backfill material approved by the engineer. The temporary backfill shall be removed as soon as possible and the proper backfill and pavement repair performed. No additional compensation will be made for temporary backfill.
- S. Any necessary milling required for this project shall be included in bid prices – no separate payment will be made except if milling is needed at edge of curb and gutter for overlay to keep pavement from exceeding 1.5" above gutter which is paid as described in milling

asphalt pavement section 5000-9. Milling at each end of an overlay section will be inclusive with the overlay of unit cost line item as specified on page 5000-4 of contract documents.

T. Select backfill shall be suitable material as specified by the Town's Inspector.

U. This project is located within the Triassic Basin. In areas where Triassic material is encountered, the steepest cut slope allowable shall be 4:1. One potential area of Triassic material has been identified, based on a preliminary field review, and the slopes on the plans adjusted accordingly. If other areas are encountered during construction, the contractor shall immediately alert the Inspector and shall be required to flatten the slopes 4:1 at no additional cost to the Town. The line items for "6 Inch Undercut Excavation" and "Geotextile Fabric" have been generously estimated in case Triassic material is encountered.

V. Permanent driveway ties to finished roadway shall be constructed in-kind with the existing driveway at reasonable accessible grades. Permanent Un-paved drives shall consist of a minimum of 4" of compacted ABC establishing a smooth grade that is easily negotiable by a small 2WD sedan. Permanent asphalt drives shall be a minimum of 2" of I-2 on 3.5 inches of compacted ABC in total and paid for as specified in Itemized Bid. Concrete drives shall be a minimum of 6" of reinforced concrete. All permanent drives shall be paid for by the square yard for the respective work and backfill of the shoulders to match the existing grade.

W. A geotechnical report has not been completed along the current project alignment. Any material that is not contaminated and not necessary for fill, shall be removed from the site and paid for under the "Unclassified Excavation" pay item.

X. All milling required for this project shall be included in bid prices – no separate payment will be made.

Y. Level spreaders to be constructed in accordance with the approved plans and in accordance with "Town of Holly Springs Engineering Design and Construction Standards". This work includes but is not limited to concrete, excavation and removal of existing materials, labor, rip rap installation, under drain installation, fine grading, soil stabilization fabric and sod. All other incidental items will be included with this work. Level spreaders will be paid for as a lump sum item as indicated in the itemized bid proposal.

Z. Contractor shall remove all conflicting structures, utilities and all other items as necessary to complete the project which are not removed by others.

AA. All crosswalks, stopbars, on street parking striping, etc. locations shall be approved by the Town's Inspector prior to installation. The striping and markings shall be installed with thermoplastic.

BB. Sewer mini-manhole shall be required where any cleanout is in paved area. Mini-hole will be paid in full by unit price and shall include everything involved with installation and any adjustments necessary.

CC. Undercut, specifically milling, and fabric may be necessary but only as per the direction of the Town Development Inspector. These items will be paid and quantified as specified in line item and in corresponding technical specifications.

DD. Asphalt milling screenings are to be hauled to Treatment Plant Road off of Green Oaks Parkway by contractor. Town will spread the screenings on Treatment Plant Gravel Road. Once Town has received sufficient amount, the remainder of millings will be disposed of by contractor. There will be no additional payment for hauling or disposal of milling screenings.

Utility Work

- A. Any underground encounter or unusual circumstance that occurs during construction should also be documented by the Contractor with photographs and field measurements along with prompt notification to the Engineer.
- B. If, at any time during construction, it becomes necessary to operate utility valves, the Town of Holly Springs Department of Public Works and the Inspector must be contacted prior to operation.
- C. Conflict avoidance, utility construction and/or relocation by others will take place on the project site either prior to or during the Contractor's activity. After project availability date, the Contractor shall coordinate any utility relocation by others in order to avoid any delay in construction progression. Damage to utilities and their accompanying facilities by the Contractor shall be reported immediately to the respective utility owner(s) and the Inspector and arrangements made to repair at the expense of the Contractor.
- D. The Contractor shall limit any interruption of water service to less than 2-hours. The Inspector as well as the residents affected by the interruption of water service shall be notified by the Contractor in writing at least 2 days prior to the interruption. Contractor shall provide written notice to Inspector for approval in advance of delivery. In addition, if any water or sewer services or active lines are accidentally disrupted or accidentally damaged, the Inspector must be contacted immediately. Contractor will be responsible for repair and any separations to property owners resulting from such damages.
- E. No interruption of wastewater flow in the main line or lateral service lines shall be permitted at any time. The Contractor shall take all necessary precautions and actions to prevent overflow and spillage of wastewater, including temporary bypass piping and pumping. Relocation of lateral and service lines shall be performed as needed with no interruption of wastewater flow. Fines, clean up costs, etc. for any wastewater spills or backups will be the responsibility of the Contractor.
- F. Pits and/or trenches excavated for construction shall be backfilled if practical by the end of the day. If this is impractical, the Contractor shall cover the opening with plate steel, secure the area with minimum 6' fencing to deter access by the public, or install jersey barricades plus traffic control as necessary in accordance with the NCDOT, July 2006, "Roadway Standard Drawings". No separate payment will be made for this work.
- G. Minimum Separations between existing and proposed utilities shall be as specified in the Town of Holly Springs Standard Specification. If utility separation conflicts occur during construction, the Contractor shall coordinate acceptable adjustments or special treatments with the Engineer and the Town prior to proceeding with work.

- H. It is the responsibility of the contractor to determine the exact location of, and to avoid, all existing utilities and/or facilities within the project limits.
- I. Miscellaneous utility connections shall be terminated with the demolition phase of the project. Town Inspector must verify and give specific approval.
- J. If applicable, Contractor shall coordinate with Progress Energy during construction for the installation of street lighting for the project by Progress Energy.
- K. If applicable, the Contractor shall coordinate with Embarq for any necessary utility relocations.

Inspection/Testing

- A. The Contractor shall provide access to all construction materials and allow time for the inspection/testing of areas, as needed, by a qualified testing firm and/or the Inspector.
- B. All wheel chair ramps and crosswalk locations shall be approved by Town Inspector prior to installation.

Landscape

- A. The Contractor shall confine all clearing, grading, and construction to within the Right of Way and Temporary Construction Easements (TCE) with the exception that no clearing or grading shall occur beyond the limits of tree protection fencing (where it encroaches into the TCE). Contractor shall not disturb existing plantings and other landscape features beyond the area described above. Any damage to landscaping within these protected areas shall be repaired by the Contractor at no additional charge. The Town, at its discretion, may require the Contractor to secure the opinion of a professional arborist to direct such repairs.
- B. Contractor shall prune roots of any tree within tree protection fencing for which root zone extends into the area to be cleared or graded. This shall occur prior to clearing or grading operations. Root pruning shall be performed by hand saw or chain saw after use of air spade to expose roots. Contractor shall employ this and other methods to preserve vegetation outside of construction area to the maximum extent practical. Tree protection fence to be paced in a circle around the drip line of the tree. Inspector to approve fence.
- C. If any trees are to be removed that are within the drip-line of a bigger tree that we are saving, cut the tree to be removed at the base. Do not pull root ball out.

Traffic Control/Site Access

- A. All existing driveways, roadways, accesses, etc. shall be maintained and shall be fully accessible at all times. Construction shall not be allowed to interfere with business and/or residential operations. Driveway access suitable for navigation by passenger vehicles must be well established at the end of each work day or whenever construction activity ceases in front of the driveway. In the event a driveway must be temporarily closed for any period of time, the Contractor shall obtain permission first from the Inspector, shall then notify the Town and the property owner/resident affected in writing a minimum of 48 hours in advance to make arrangements for their respective access to the site. Temporary driveways, if necessary, must be provided. There will be no separate payment for this work. Written notice must be approved by the Town prior to being provided to the property owner.
- B. Hours of work permitted for certain activities may be restricted in order to insure needed access to properties. Contractor will make all efforts not to hinder the access and mobility of emergency vehicles.
- C. Contractor shall be responsible for all traffic control devices and signage per MUTCD and North Carolina Supplement to the MUTCD.
- D. Contractor shall place stationary traffic control signs (Advance Warning Signs) at the beginning, end, and at all Y-lines on the project, per MUTCD. All traffic control – stationary and portable – shall be covered under the bid item “Traffic Control” and shall include all equipment, personnel, and related work to insure conformance with MUTCD and NCDOT standards. “Sidewalk Closed” signs shall be placed until such time as construction is complete.
- E. Contractor to provide a project sign in accordance with HS005 of the Engineering Design and Construction Standards prior to construction Location to be approved by Project Engineer.

Punchlist Inspection

- A. At the punchlist inspection the Contractor shall submit any remaining S&EC rain event logs or S&EC self-inspection logs to the Environmental Technician. The box and drain gauge shall remain on site until the NCDENR S&EC permit is closed out.

END SECTION 40000

AFFIDAVIT OF CONTRACTOR'S COMPLIANCE WITH E-VERIFY

(Affix
Official/Notarial
Seal)

Project Proposal R1

Project: Ting Park Stadium - Structural and Drainage Repair Project

Client: Town of Holly Springs

Attn: Kimberly Keyes & Brent Quick

Date: *02 JAN 2022 Update (in italics)*

From: John McDougall, Director of Business Development



Baker Roofing Company and our Restoration and Waterproofing Team are pleased to offer the Town of Holly Springs and the Ting Park stakeholders this proposal for our concrete repair and waterproofing services. We have reviewed the McKim & Creed Technical Memorandum along with the two (2) published addenda dated 25 OCT and 04 DEC.

We propose to perform the outlined scope of work as defined in the TM, the concourse floor slab sealants and membrane replacement, the expansion joint replacement, parapet wall coping sealants, install a silane water repellant on the caps and interior face of the CMU walls, repair the concrete at the edge proximate top the seating, Locker room repair – remove stains, inject cracks, paint wall.

We will staff this project with a full time superintendent, supported by a Senior Project Manager and corporate safety team member to ensure all hazards are identified and addressed. We will have our in house Certified Concrete Repair Technician work to develop our quality control program and oversee the concrete repair scope.

We anticipate this project to be 90 days to complete, we can flex around significant stadium activities that will benefit from the project being shut down for a day or a few days. We will button up our site fencing at the perimeter of the concourse and ensure a safe environment surrounding our work site.

We have provided effort for our own dumpsters, we will provide temporary facilities for our crew to reduce the interaction with Town staff and facility visitors, we offer this inclusive of a P&P bond.

Your turn key price for this project is \$230,347.00

As requested, we offer this project with an increased warranty on the materials as outlined in item #36 in addenda #2, your 3 year labor and 10 year material warranty cost for the scope is \$251,347.00

We would be happy to present our vision to the Town Council and the Project Team outlining our proposed project team, our experience in similar projects as well as our proposed construction schedule.

As discussed, Baker is pleased to provide the below in an effort to assist the Town in evaluating our proposal. We have broken down the project costs into both Phase 1 and Phase 2 as defined in the bid documents, we also have separated into major work components. When we go to contract we will likely elaborate at a deeper level via our schedule of values, however, we are confident this will show the detail necessary.

Phase 1	
Concourse Floor Slab Mods	\$ 93,747
Concourse Wall Mods	\$ 12,988
Slab on Grade Mods	\$ 8,465
Sub Total	\$ 115,200
Phase 2	
Stadium Seating Mods	\$ 103,023
Home Team Locker Room Mods	\$ 12,124
Sub Total	\$ 115,147
Project Total	\$ 230,347

We are happy to meet with your team to share our vision for the safe, timely and efficient delivery of this scope, we are confident we can add value to this structure and effect a durable repair.

All the best,

John

John McDougall, CSRT

Director of Business Development
Baker Roofing Company
NC Lic 5812

T: 919-828-2975
M: 919-500-9014

BakerRestore.com

517 Mercury Street
Raleigh, NC 27603

President, International Concrete Repair Institute

Waterproofer of the Year, 2010, 2014, The Waterproofing Contractors Association



1730 Varsity Drive, Suite 500
Raleigh, North Carolina 27606

PH (919) 233-8091
FAX (919) 233-8031

TECHNICAL MEMORANDUM

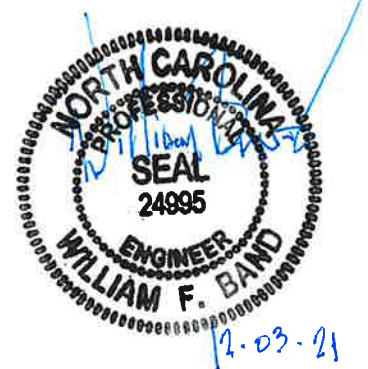
DATE: December 03, 2021

TO: Kimberly Keyes

FROM: William Band, P.E.

CC: Shawn Molloy, Adam Huffman

RE: Town of Holly Springs, North Carolina
Existing Ting Park Stadium
Structural Condition & Drainage Assessment – Work Scope



Project Background and Purpose

Ting Park is located at 1151 North Main Street (State Hwy 55) in Holly Springs, North Carolina. The park is located approximately 1.60 miles north of the Holly Springs town center on the west side of North Main Street and south of the Sportsmanship Way intersection. The park is a sports and recreation complex that includes Ting Stadium, soccer fields, tennis courts, outdoor basketball courts and a children's outdoor playground. The stadium is primarily utilized as the home field for the Coastal Plain League Holly Springs Salamanders; however, the synthetic turf field is suitable for lacrosse and soccer programs too.

In November 2018, the Town of Holly Springs (TOHS) contacted McKim & Creed, Inc. (M&C), regarding existing conditions of the Ting Park Stadium 3rd Base Line Seating and Concourse Areas. Of particular concern to the TOHS were the areas where it was reported concrete cracks were observed in the wall between stadium bleacher seats and the concourse and areas below the concourse where it was reported facility maintenance personnel must repeatedly repair insulation and suspended system ceiling tiles damaged after rain events.

On November 7, 2018, M&C met with TOHS to view the existing conditions. In January 2019, M&C contracted with the TOHS to conduct a structural condition and drainage assessment, regarding the areas observed, behind, and along the 3rd base line. The assessment was prepared from visual observations made from site reviews and review of record drawings provided by the TOHS. M&C's assessment was provided to the TOHS in a Technical Memorandum dated June 14, 2019. The assessment included recommendations of

repairs the TOHS should install to prevent existing conditions from potentially becoming future structural issues and reduce the areas of leakage.

Scopes of Work

General Scope of Work:

Utilizing information provided from M&C's June 2019 "Structural Condition & Drainage Assessment for the 3rd Base Line Seating & Concourse Areas" Technical Memorandum provided to the TOHS, this work scope is prepared to address installing the recommended repairs from that memorandum.

The scopes of work outlined below will address exterior and interior areas to be repaired behind the 3rd base line. Pictures of these areas are included in Attachment A. Plan views of these areas may be observed in Partial Plans on Figure 1 and Figure 2 in Attachment B. Exterior areas include the Concourse and stadium seating Sections 105, 107, 109 and 111. Interior areas include the Club House Level Home Team Lockers room.

Information regarding repair products and procedures, are included in Figures 1 thru Figure 4 and outlined in Figure 5 in Attachment B. Regarding repair products, provide and install products in accordance with manufacturer's recommendations and requirements. Recommendations and requirements include but are not limited to, surface preparation, mixing, application, finishing, curing, limitations, safety, clean-up, delivery and storage.

The scopes of work outlined below are not all-encompassing descriptions of the work required. The contractor shall provide all labor, materials, transportation, equipment, and any (and all) other items necessary to provide a complete job based on the descriptions below. Provide bids to the TOHS with the bids summarized per project phase as outlined in the scopes of work.

Concourse Scope of Work (Phase I):

1. Concourse Concrete Floor Slab Mods:

- a. The existing concrete slab is a component of the existing roof assembly over the Clubhouse Level below.
- b. Record drawings reviewed indicated the concrete assembly was constructed w/ a 6" thick (+/-) reinforced concrete primary slab over steel deck followed by a 2" thick (+/-) reinforced concrete secondary topping slab.
- c. In general, the repair area is between column line "K" and the north parapet wall (ref. photo nos. 1, 7, 9, 10, 11, 12, 13, 14, 15 and 16).

- d. There is an existing expansion joint that jogs south of column line "K" and east for an approximate 20'-0" x 10'-0" area and is included in the area to be repaired.
- e. Repair the Concrete Floor Slab:
 - i. Remove the existing top slab coating.
 - ii. Prepare the existing top surface of the existing concrete topping by shot blasting to provide a minimum profile, in conformance with criteria of concrete surface profile CSP-3 as defined by the International Concrete Repair Institute.
 - iii. Repair existing slab voids, delaminations and cracks.
 - iv. Install the slab waterproofing repair products as outlined in Keynote 7 on Figure 5.
 - v. Coordinate installation of neoprene cant strip and aluminum flashing assembly with the slab repair products and the requirements for the concrete masonry mods and repairs for the parapet walls outlined below.

2. Concourse Concrete / Masonry Mods:

- a. West Parapet Wall:
 - i. Remove existing caulking at the interior face of the concrete masonry unit (cmu) parapet wall and the slab-on-grade and the concrete roof slab (ref. photo nos. 1, 4, 5, 13, 14 and 15).
 - ii. Repair the joint at the slab-on-grade installing new backer rod and caulk / sealant.
 - iii. Repair the joint at the concrete roof slab and install the repair and waterproofing products as outlined in Keynote 1 on Figure 5.
 - iv. Remove existing grout from between the precast concrete cap block joints. Repair the joints with silicone based sealant.
 - v. Repair penetrations in the cmu wall from electrical and lighting fixtures and other existing utilities as applicable.
 - vi. Coat exposed precast concrete cap surfaces and cmu side of the parapet wall with water based silane siloxane penetrating concrete sealer.
- b. North Parapet Wall:
 - i. Remove existing caulking at the interior face of the cmu parapet wall and the concrete roof slab (ref. photo nos. 1, 12 and 14).
 - ii. Repair the joint at the concrete roof slab and install the repair and waterproofing products as outlined in Keynote 1 on Figure 5.
 - iii. Repair the step-crack at the interior face of the cmu (ref. photo no. 12) and as outlined in Keynote 5 on Figure 5.
 - iv. Remove existing grout from between the precast concrete cap block joints. Repair the joints with silicone based sealant.
 - v. Repair penetrations in the cmu wall from railing assemblies, electrical and lighting fixtures and other existing utilities as applicable.

- vi. Coat exposed precast concrete cap surfaces and cmu side of the parapet wall with water based silane siloxane penetrating concrete sealer.
- c. Slab-on-Grade / Roof Slab:
 - i. In general, the repair area is along column line "K" and then jogs south and east, east of column line "3" (ref. photo nos. 1, 3 and 9).
 - ii. Remove the existing caulking in the joint between the slab-on-grade thickened turndown and the roof assembly top slab.
 - iii. Repair the joint at the concrete slabs and install the repair and waterproofing products and aluminum cover plate assembly as outlined in Keynote 2 on Figure 5.

Stadium Seating Sections Scope of Work (Phase II):

1. Stadium Seating Sections Concrete Mods:

- a. In general, the stadium seating sections consist of combinations of c.i.p. reinforced concrete slab, wall and stair assemblies. Remove the top row of stadium seats as required, transport and stage safely and re-install when concrete work is complete. Record drawings reviewed indicated stair and slab sections were installed on graded backfill, except where concrete spans over Clubhouse Level field access areas below.
- b. Stadium Seating Sections 105, 107, 109 and 111:
 - i. Remove vegetation growing from existing cracks and joints (ref. photo no. 23).
 - ii. Remove existing caulking at the joints between exterior face of the walls and stairs (ref. photo nos. 16, 17, 20, 21 and 26).
 - iii. Remove existing caulking at the joints between adjacent stair and slab section (ref. photo nos. 24 and 25).
 - iv. Repair the joints between walls and stairs and install the repair and waterproofing products as outlined in Keynote 3 on Figure 5.
 - v. Repair the joints between slabs and stairs and install the repair and waterproofing products as outlined in Keynote 4 on Figure 5.
 - vi. Remove the existing approximate 5" wide x 9" deep concrete section to the existing steel angle, at the horizontal and vertical cracks at the joint between the stadium seating load bearing walls and the concourse concrete slabs (ref. photo nos. 16, 17, 18, 19, 20, 22, 26, 27, 28 and 29).
 - vii. Repair the area by pouring new reinforced concrete sections and install the repair and waterproofing products as outlined in Keynote 6 on Figure 5. Concrete mix to include but not limited to the following:
 - 3,000 psi minimum 28-day compressive strength.
 - Type I/II Portland cement in conformance w/ ASTM C150.
 - Fly ash in conformance w/ ASTM C618, Class F criteria and not exceed 25% of total cementitious content.
 - Aggregate shall be pea gravel in conformance w/ ASTM C33.
 - Water in conformance w/ ASTM C94.

- Air entraining admixture in conformance w/ ASTM C260 and a total air content = 5% +/- 1%.
- Water reducing admixture if used in conformance w/ ASTM C494, Type A or D criteria.
- Water / Cement ratio = 0.45 (maximum).
- Products shall not include calcium chlorides.

Regarding concrete mixing, pouring and concrete curing activities, note the following:

- Concrete work shall conform with the following American Concrete Institute (ACI) standards:
 - ACI 318 “Building Code Requirements for Structural Concrete” (2014 edition).
 - ACI 306R “Guide to Cold Weather Concreting” (2010 edition).
 - ACI 308R “Guide to Curing Concrete (2001 edition).

Regarding reinforcing bars and dowels, note the following:

- Bars shall be Grade 60 steel in conformance w/ ASTM A615.

Concrete finish for the vertical surfaces shall be rubbed smooth to match existing sections.

c. Stadium Seating Section 105:

- Remove existing expansion joint material from the gap between the steel column flange and web surfaces and the edge of concrete slab at column “H-4” (ref. photo no. 30).
- Install new expansion joint material and caulk/seal the joint.

Club House Level Scope of Work (Phase II):

1. Home Team Locker Room:

- On the south wall remove existing wall stains and any loose surface coating and concrete at the surface cracks (ref. photo nos. 41, 43 and 44).
- Repair concrete as outlined in Keynote 8 on Figure 5. Cracks repaired where water stains exist are to be repaired utilizing injection port method of installation.
- Repaint wall utilizing primer and paint products provided by TOHS to match existing.

2. Clubhouse Level:

- After all Concourse Level and Stadium Seating repairs have been completed verify, leaks have been repaired and no existing and there are no additional new active leaks.
- Contractor shall inventory all existing leaks based upon ceiling tile and insulation water stains to verify leaks are no longer active (ref. photo nos. 31, 32, 33, 34, 35, 40 and 41).

Attachment A - Photographs

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



1. View Looking North Across the Concourse Area Behind 3rd Base Line Along the Concrete Masonry Unit Parapet Wall (Left) at West Side of the Concourse.



2. View Looking East at the Concourse Area Slab-On-Grade w/ Canopy Roof Steel Columns G-4 (Right) & H-4 in the Background.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



**3. View Looking North East Across the Concourse Area Slab-On-Grade w/
Canopy Roof Steel Columns K-3 (Right), G-3 (Middle) & G-4 in Background.**



**4. Close-Up View of Repaired Linear Crack in Concourse Slab-On-Grade Adjacent to
the West Side CMU Parapet Wall.**

Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope



5. Close-Up View of Stitch Pattern in Concourse Area Edge of Slab-On-Grade / CMU Parapet Wall Where Joint Caulk/Sealant Lost Adhesion.



6. View Looking at Drain Assembly in the Concourse Area Slab-On-Grade & Control Joint Pattern.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



7. View Looking East at the Concourse Area Elevated Concrete Slab w/ Roof Canopy Steel Column K-4 (Right) in the Background.



8. Close-Up View Looking at Linear Crack Pattern Observed in the Concourse Area Elevated Slab Assembly's Top Slab.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



9. Close-Up View Looking at the Expansion Joint Assembly Between the Concourse Area Slab-On-Grade/Elevated Slab Assembly.

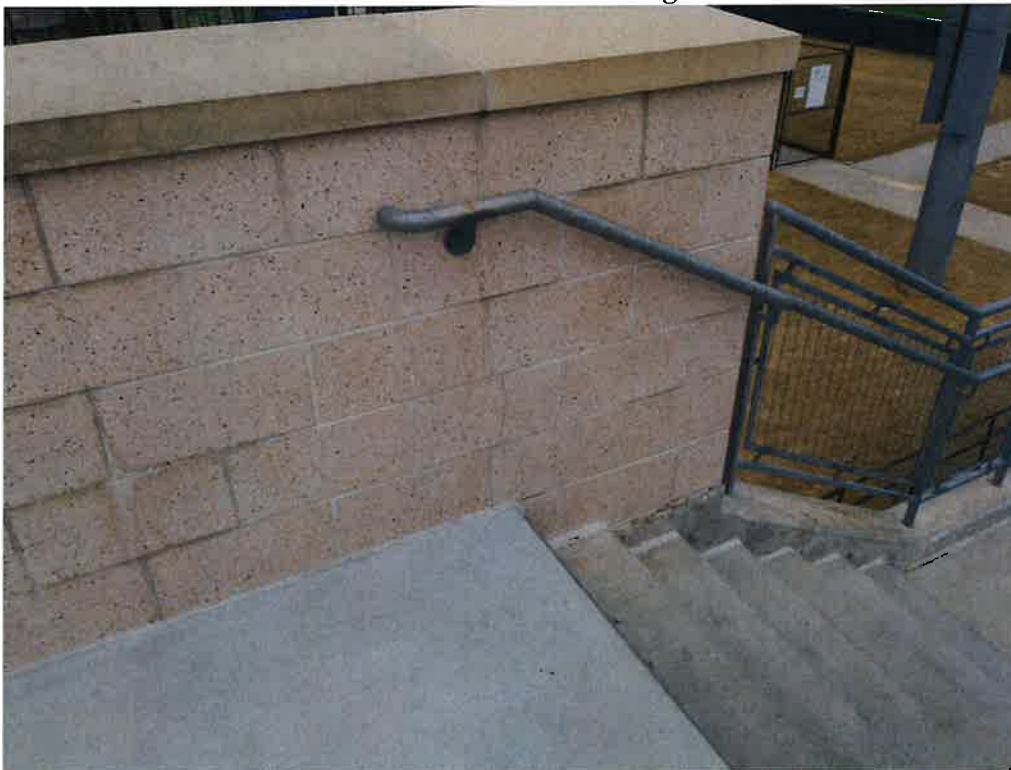


10. Close-Up View Looking at the Linear & Map Crack Patterns In the Concourse Area Elevated Slab Near Access Stair to Stadium Seating Section 107.

Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope



11. View of the Linear & Map Crack Patterns In the Concourse Area Elevated Slab Near Access Stair to Stadium Seating Section 109.



12. View Looking at Concourse Area Step Crack & Thru Block Crack Observed in the North Side CMU Parapet Wall at Access Stair to Stadium Seating Section 111.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



13. Close-Up View of Stitch Pattern in Concourse Area Edge of Elevated Slab / CMU Parapet Wall Joint Caulk/Sealant Lost Adhesion at West Side of the Area.



14. Close-Up View of Stitch Pattern in Concourse Area Edge of Elevated Slab / CMU Parapet Wall Joint Caulk/Sealant Lost Adhesion at the Northwest Corner of the Area.

Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope



15. View Looking South at the Concourse Area CMU Parapet Wall & the Efflorescence Observed.



16. View Looking Down at Stadium Seating Area Access Stair / Concourse Area Top Slab Top & Side Surface Cracks Observed at Seating Section 111.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



17. View Looking at Stadium Seating Area Horizontal Joint Crack at the Top of Load Bearing Wall / Edge of Concourse Area Elevated Slab (Section 111).



18. View Looking at Stadium Seating Area Crack that has Propagated Up the Face of the Edge of Concourse Area Elevated Slab from the Horizontal Joint Crack.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



19. View Looking at Stadium Seating Area Horizontal Joint Crack at the Top of Load Bearing Wall / Edge of Concourse Area Elevated Slab (Section 109).

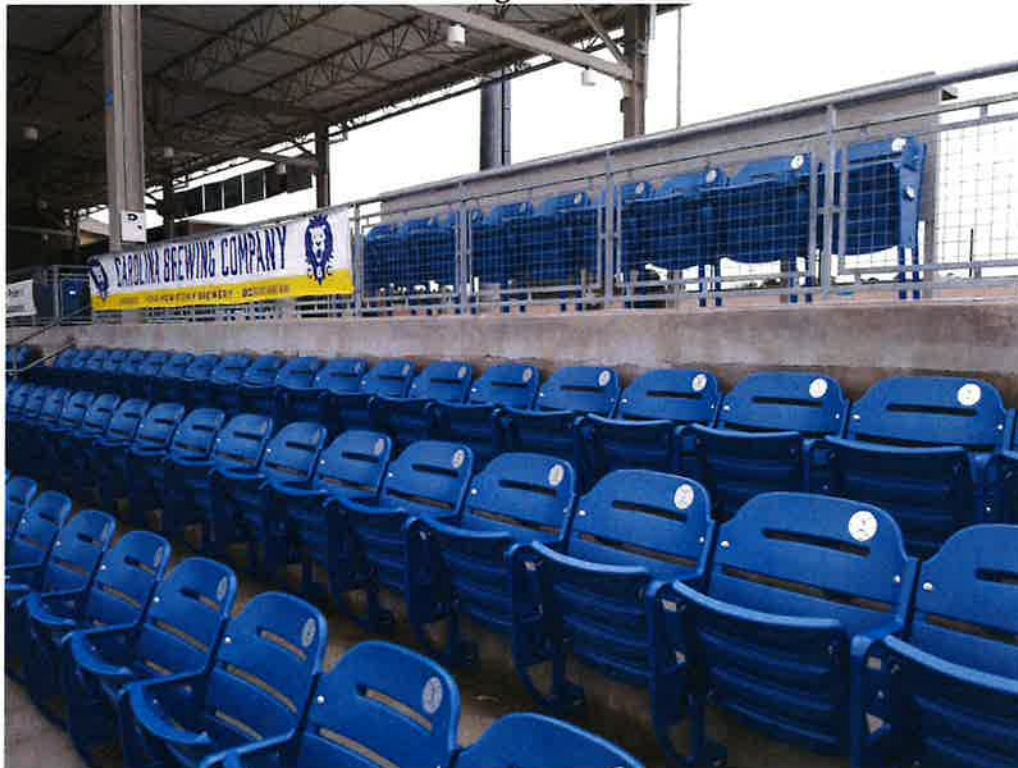


20. View Looking at the Stadium Seating Area Surface Coating Peeling & Delaminating Above/Below the Horizontal Joint Crack (Section 109).

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



21. Close-Up View of Hairline Crack Observed in the Top Surface of the Stadium Seating Slab-On-Grade.



22. View Looking at Stadium Seating Area Horizontal Joint Crack at the Top of Load Bearing Wall / Edge of Concourse Area Elevated Slab (Section 107).

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



**23. Close-Up View of Area in Top Surface of Stadium Seating Slab-On-Grade
Where Observed Moss Growing Out of Joint Caulk/Sealant.**



**24. Close-Up View of Area in Top Surface of Stadium Seating Slab-On-Grade w/
Stitch Pattern Where Joint Caulk/Sealant Lost Adhesion.**

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



**25. Close-Up View of Location Where Stadium Seating Slab-On-Grade Joint
Caulk/Sealant Lost Adhesion.**



**26. View Looking at Stadium Seating Area Horizontal Joint Crack at the Top of
Load Bearing Wall / Edge of Concourse Area Elevated Slab at Colum K-4.**

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



27. View Looking at Stadium Seating Area Where Slab-On-Grade has Spalled at Joint Edge at the Top of Load Bearing Wall at Seating Section 105.



28. View Looking at Stadium Seating Area Where Crack Propagated Down the Face of the Slab-On-Grade at the Column G-4 Isolation Joint.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



29. View Looking at Stadium Seating Area at the Exposed Corner Faces of the Slab-On-Grade at Column H-4.



30. Close-Up View of the Expansion Joint that Appears to have Dislodged & Fallen Into Gap Between Steel Column (H-4) & Edge of Concrete.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



**31. Close-Up View Looking at Club-House Level Water Stains on Insulation
Below the Concourse Area Elevated Slab.**



**32. View Looking at Water Stained Ceiling Tiles in the Club House Level Entry
Vestibule.**

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



33. View Looking at Water Stained Ceiling Tiles in the Club House Level Corridor.



34. View Looking at Club-House Level Water Stains on Insulation Above the Corridor Ceiling Tiles & Appears Adjacent to Concourse Area Storm Drain.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



35. View Looking at Club-House Level Water Stains on Insulation Above the Toilet Room 030 Ceiling Tiles.



36. View Looking at Vertical Hairline Crack in Base of Wall at Wall Joint in Club House Level Interior Corridor Wall at Corridor to Home Team Field Access.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



37. View Looking at Paint Peeling from Concrete Ceiling at the Exterior Club House Level Home Team Access Ramp.

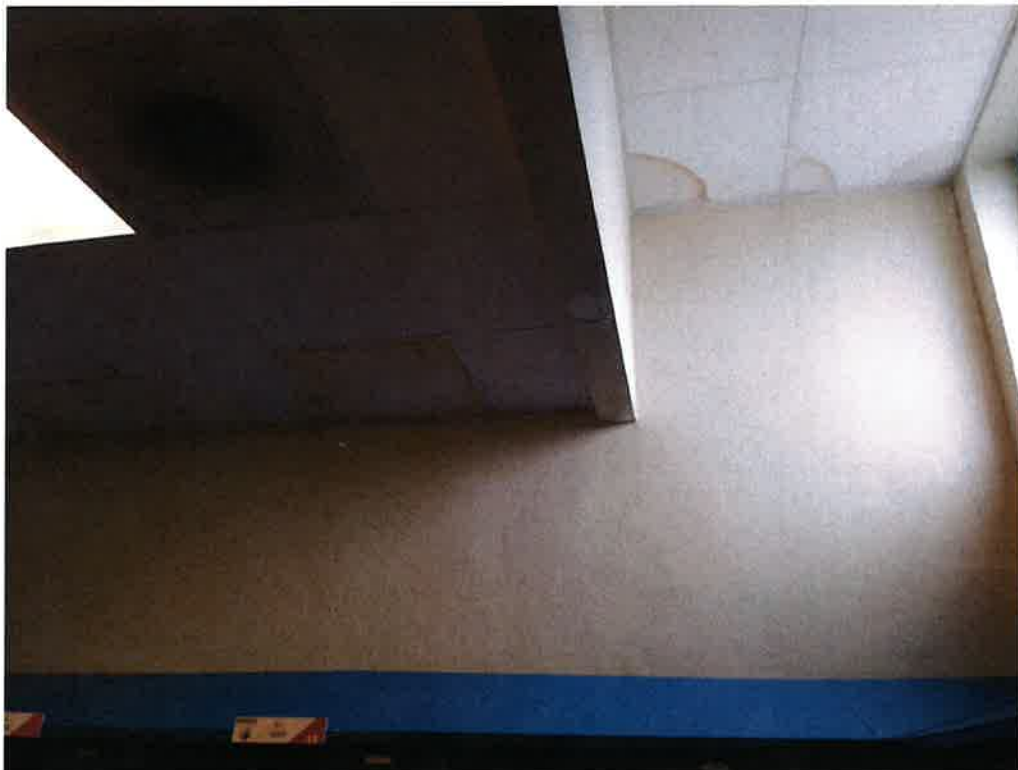


38. View Looking at the Linear Cracks & Possible Efflorescence Leeching from the Cracks in the Exposed Concrete Ceiling of the Home Team Access Ramp.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



39. View Looking at Step Crack Observed in CMU Load Bearing Partition Wall in the Club House Level Visitor Team Locker Room.



40. View Looking at Water Stained Ceiling Tiles and Interior Paint Peeling from Bulkhead Wall in the Club House Level Home Team Locker Room.

**Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope**



41. View Looking at Diagonal Hairline Crack in the Concrete Load Bearing South Wall of the Club House Level Home Team Locker Room.



42. View Looking at Water Stained Ceiling Tiles and Interior Paint Peeling from CMU Exterior Wall in the Club House Level Home Team Locker Room.

Existing Ting Park Stadium Structural
Condition & Drainage Assessment – Work Scope



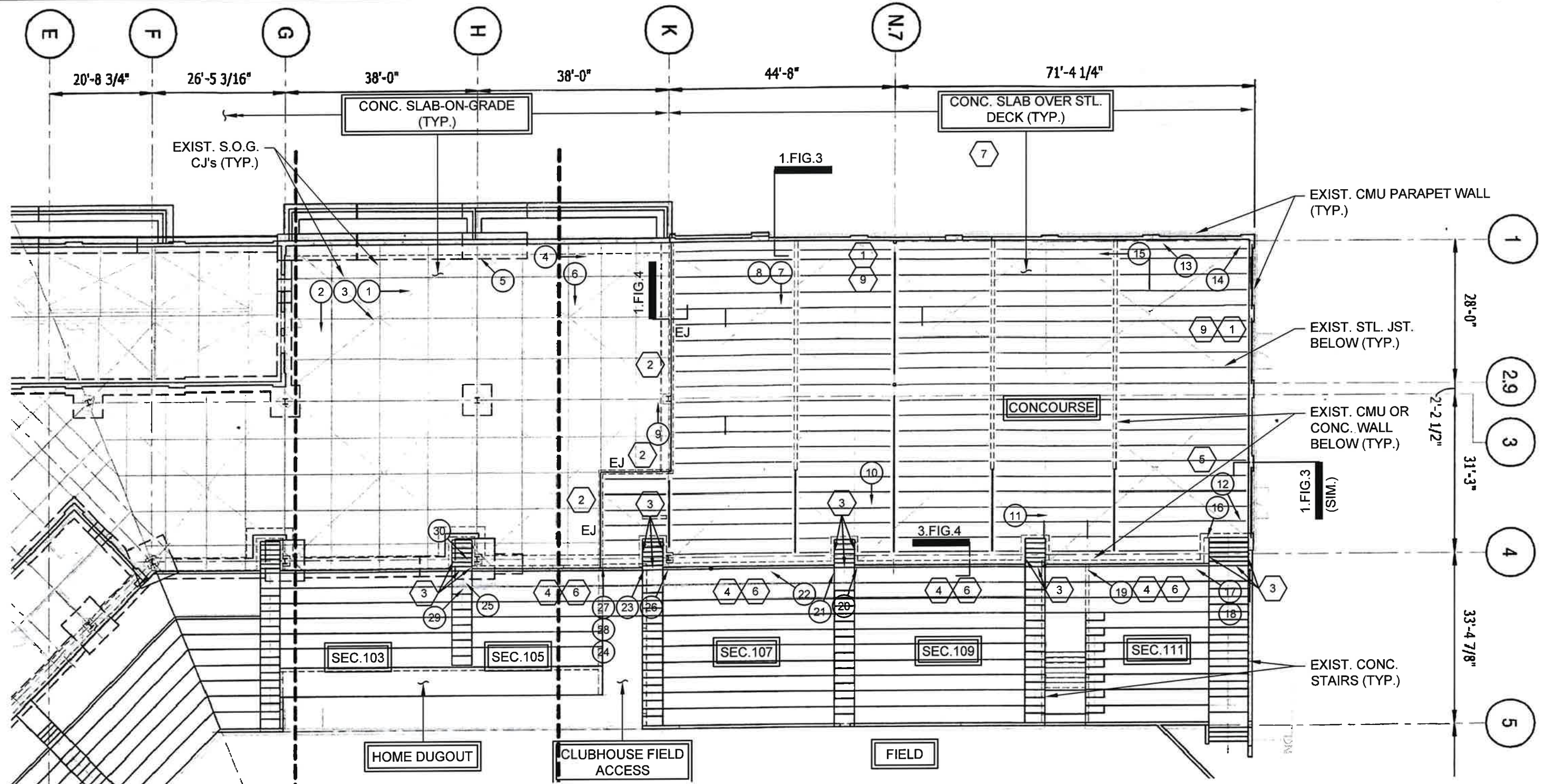
43. View Looking at Crack / Potential Thru Wall Crack in the Concrete South Wall of the Club House Level Home Team Locker Room.



44. Close-Up View of Diagonal Hairline Crack in the Concrete Load Bearing South Wall of the Club House Level Home Team Locker Room.

Attachment B - Figures

S:\07679\0001\80-Drawings\Structural\Figure 1-SC101-76790001.dwg, 12/3/2021 4:14:42 PM, Bill Band



NOTES:

1. ALL CALL-OUTS ARE EXISTING ASSEMBLIES / CONSTRUCTION IN PLACE U.N.O..
2. FIELD VERIFY EXISTING CONSTRUCTION DIMENSIONS INDICATED AS REQUIRED.



PARTIAL PLAN

SCALE: 1" = 20'-0"

LEGEND

KEY NOTES (REF. FIG. 5)

PHOTO No. (REF. ATTACHMENT A)



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TOWN OF HOLLY SPRINGS NORTH CAROLINA
TING PARK STADIUM 3rd BASE LINE SEATING & CONCOURSE AREAS
STRUCTURAL CONDITION & DRAINAGE ASSESSMENT WORK SCOPE

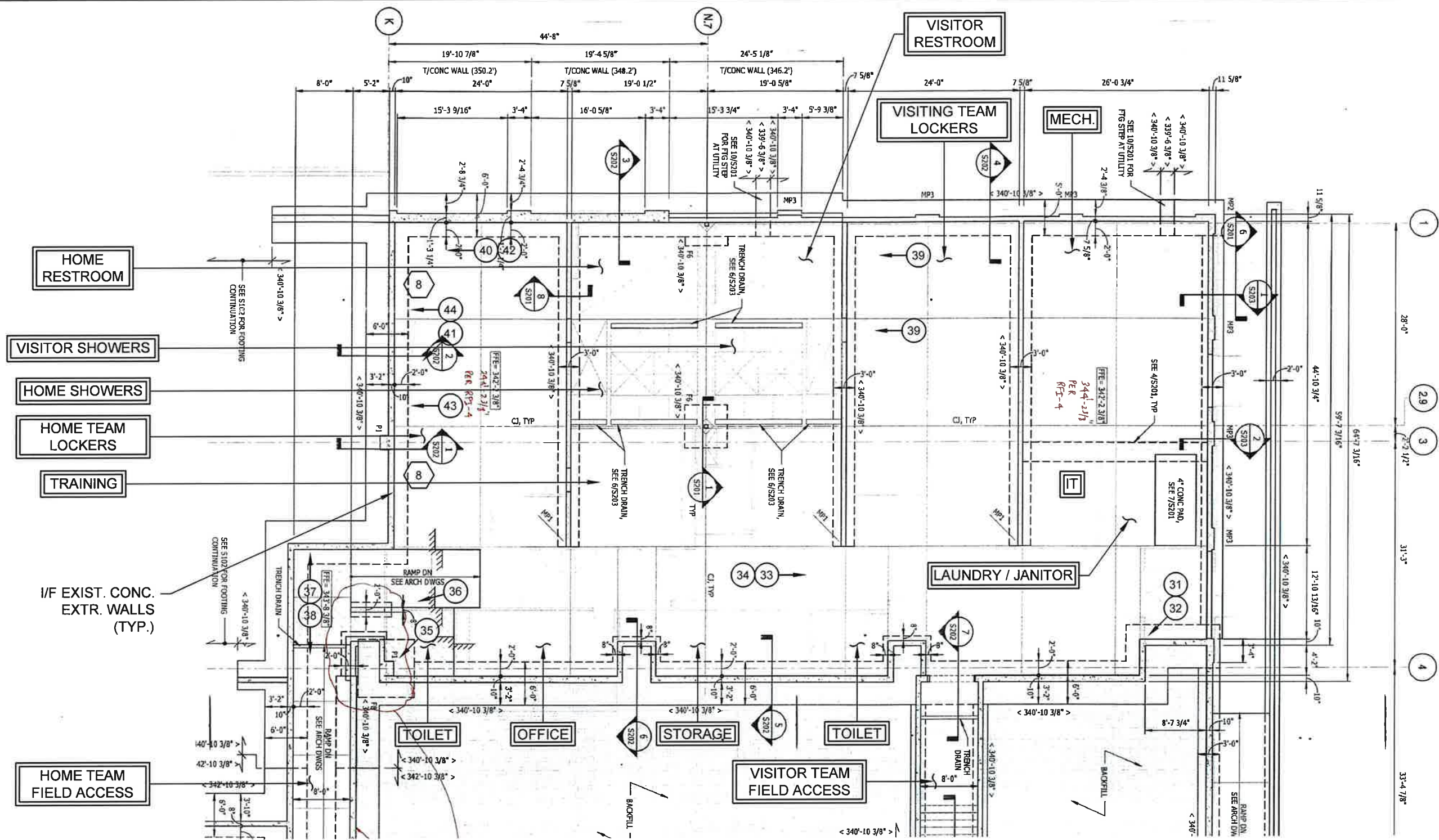
3rd BASE LINE SEATING & CONCOURSE AREAS



M&C Project No.:

FIGURE 1

7679-0001



NOTES:

1. ALL CALL-OUTS ARE EXISTING ASSEMBLIES / CONSTRUCTION IN PLACE U.N.O..
2. FIELD VERIFY EXISTING CONSTRUCTION DIMENSIONS INDICATED AS REQUIRED.



PARTIAL PLAN

SCALE: 1" = 15'-0"

LEGEND

KEY NOTES (REF. FIG. 5)

PHOTO No. (REF. ATTACHMENT A)



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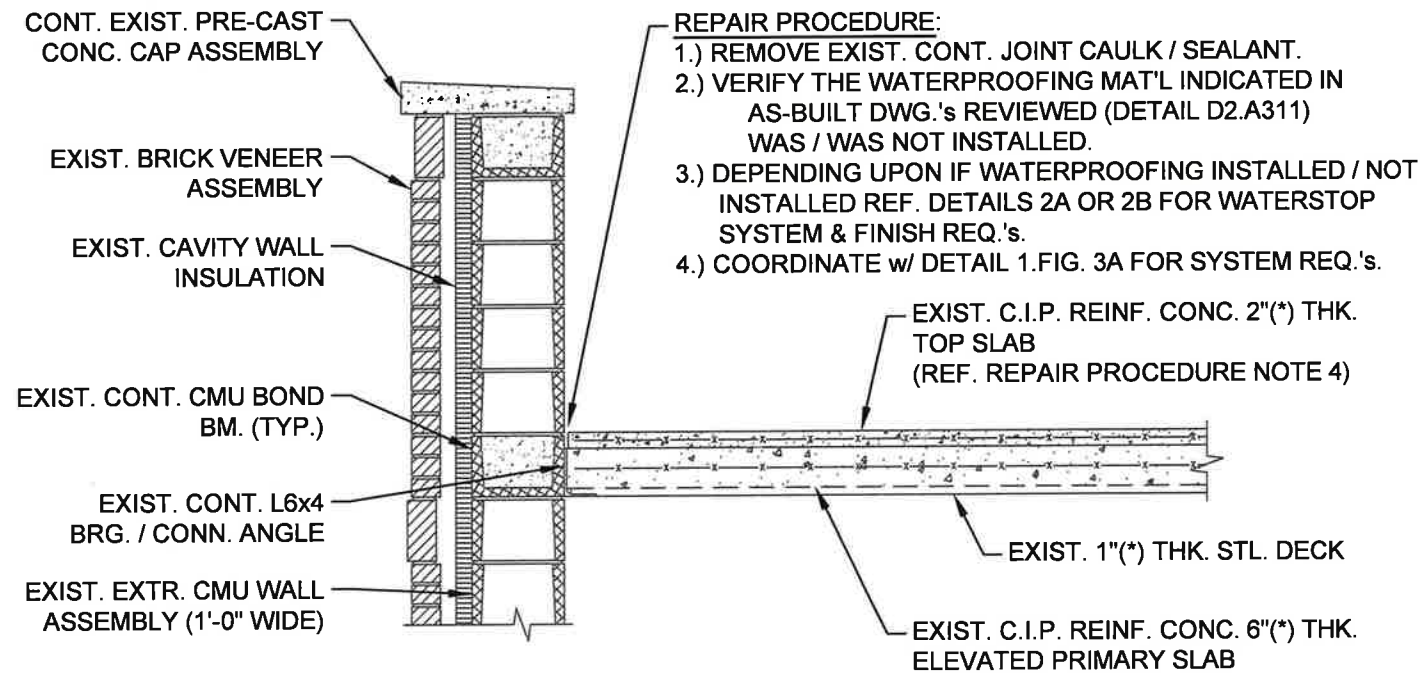
3rd BASE LINE CLUBHOUSE LEVEL - MECHANICAL, LAUNDRY / JANITOR, IT & STORAGE ROOMS,
TOILETS, OFFICE AND HOME / VISITOR LOCKER & REST ROOMS



FIGURE 2

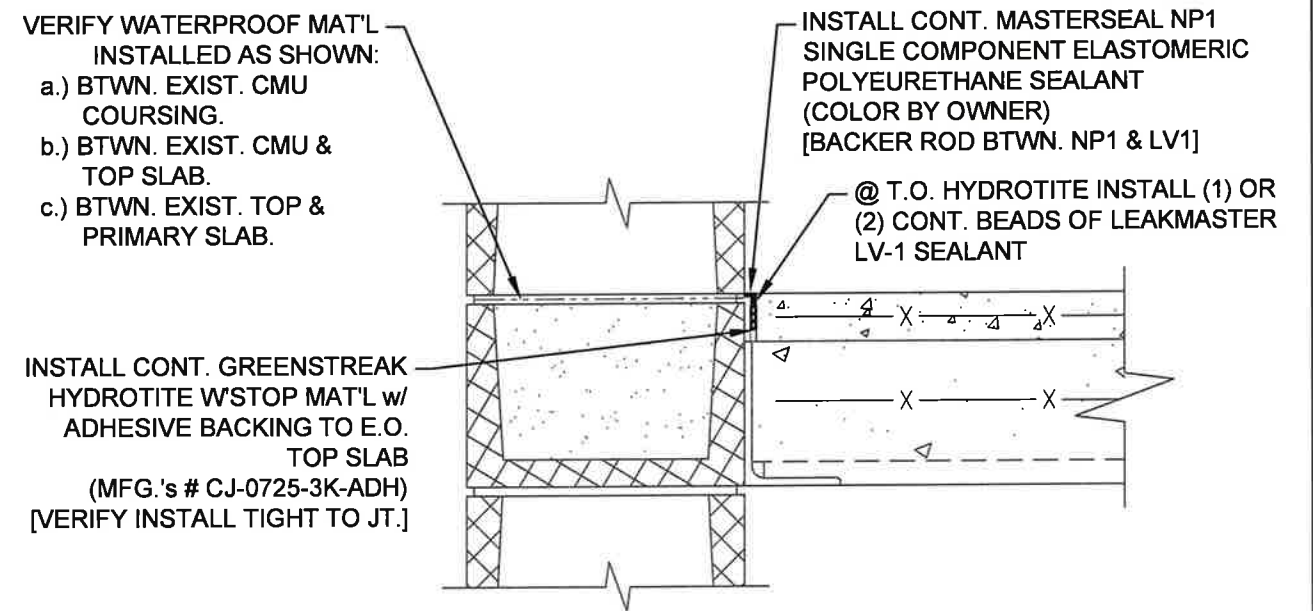
M&C Project No.:

7679-0001



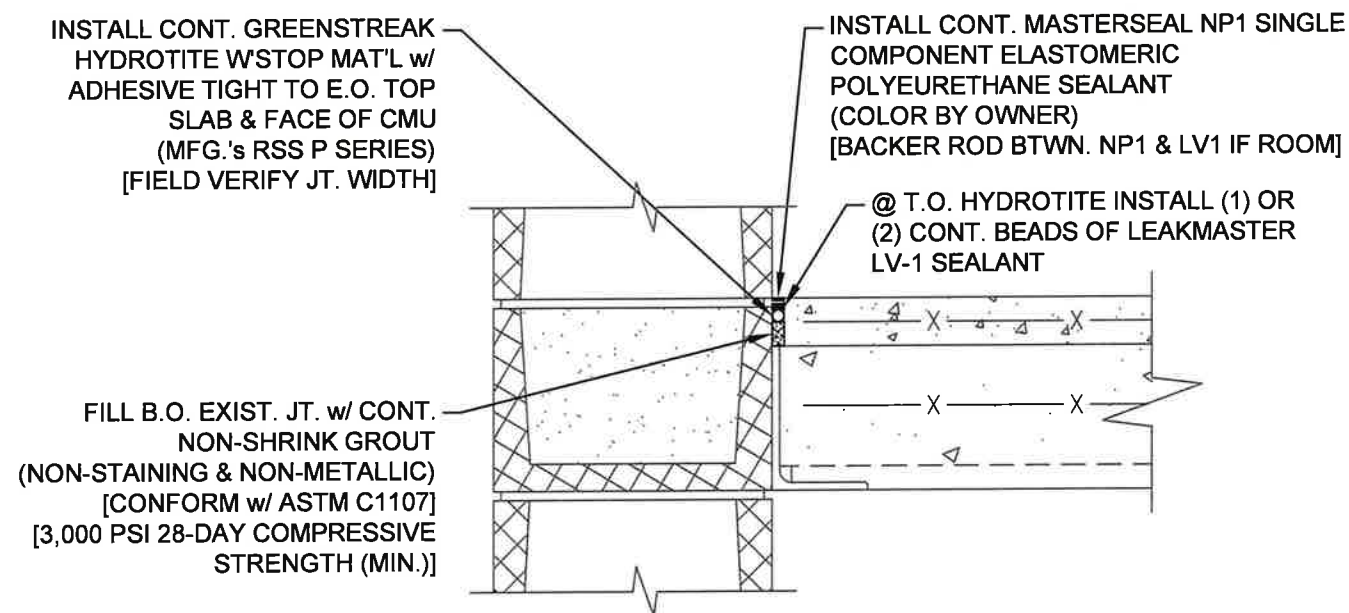
1 - SECTION - THRU E.O. SLAB @ WEST PARAPET WALL

SCALE: 1/2" = 1'-0"



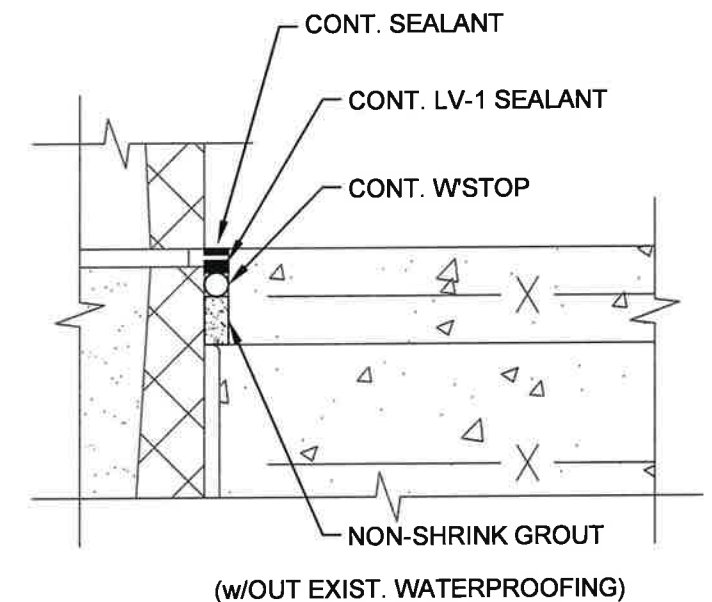
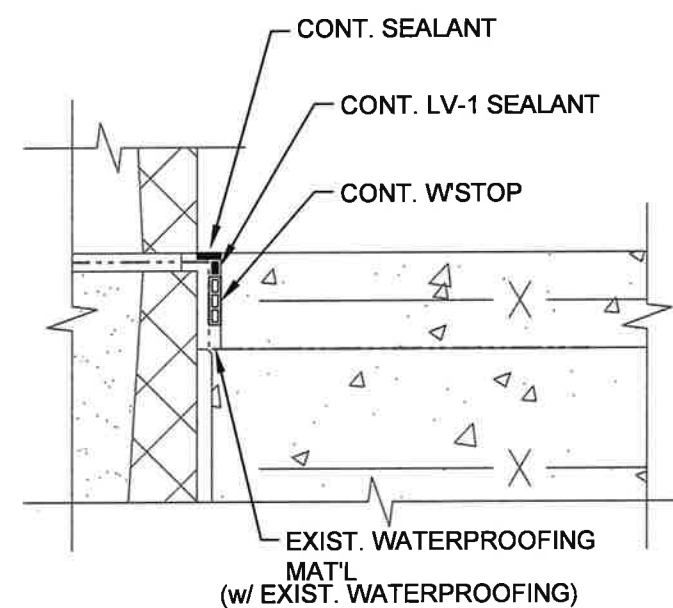
2A - DETAIL - w/ WATERPROOF MAT'L INSTALLED

SCALE: 1 1/2" = 1'-0"



2B - DETAIL - w/ WATERPROOF MAT'L NOT INSTALLED

SCALE: 1 1/2" = 1'-0"



3 - DETAIL - ENLARGED VIEWS OF MOD

SCALE: 3" = 1'-0"



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STRUCTURAL CONDITION & DRAINAGE ASSESSMENT WORK SCOPE

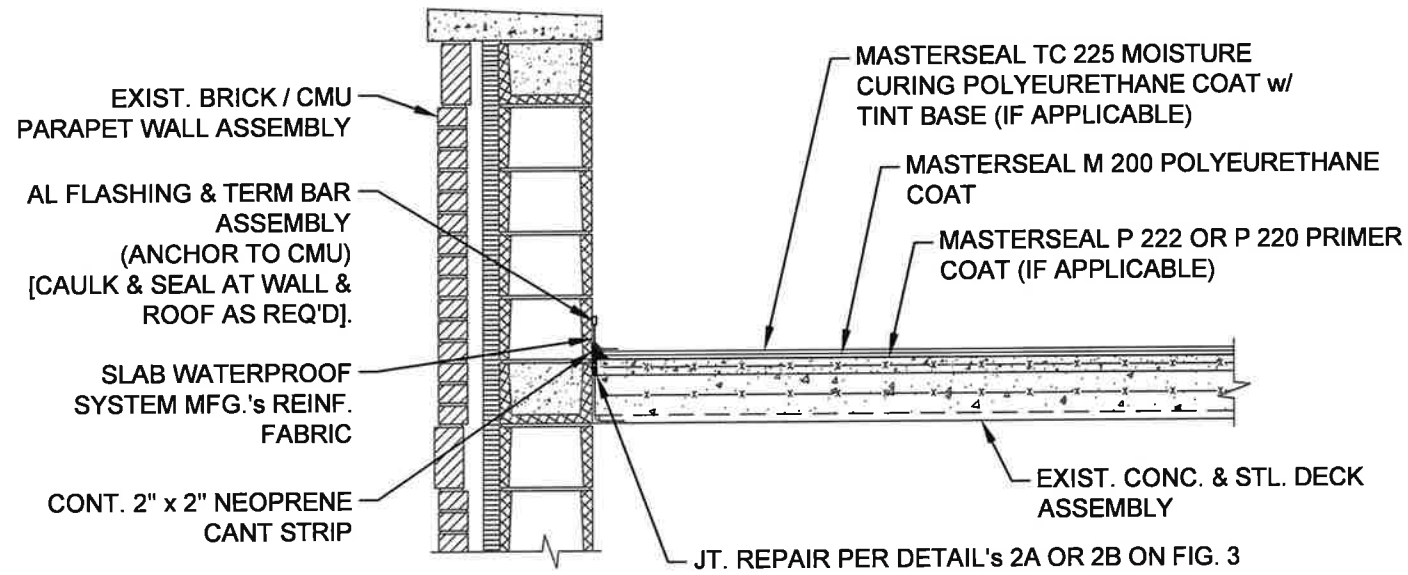
CONCOURSE & SEATING SECTION AREAS SECTIONS & DETAILS



FIGURE 3

M&C Project No.:

7679-0001



1 - DETAIL - CONCOURSE SLAB / PARAPET WALL REPAIR MODS

SCALE: 1/2" = 1'-0"

S:\07679\0001\80-Drawing\Structural\Figure 3A-SD403-76790001.dwg, 12/3/2021 4:08:15 PM, Bill Bond



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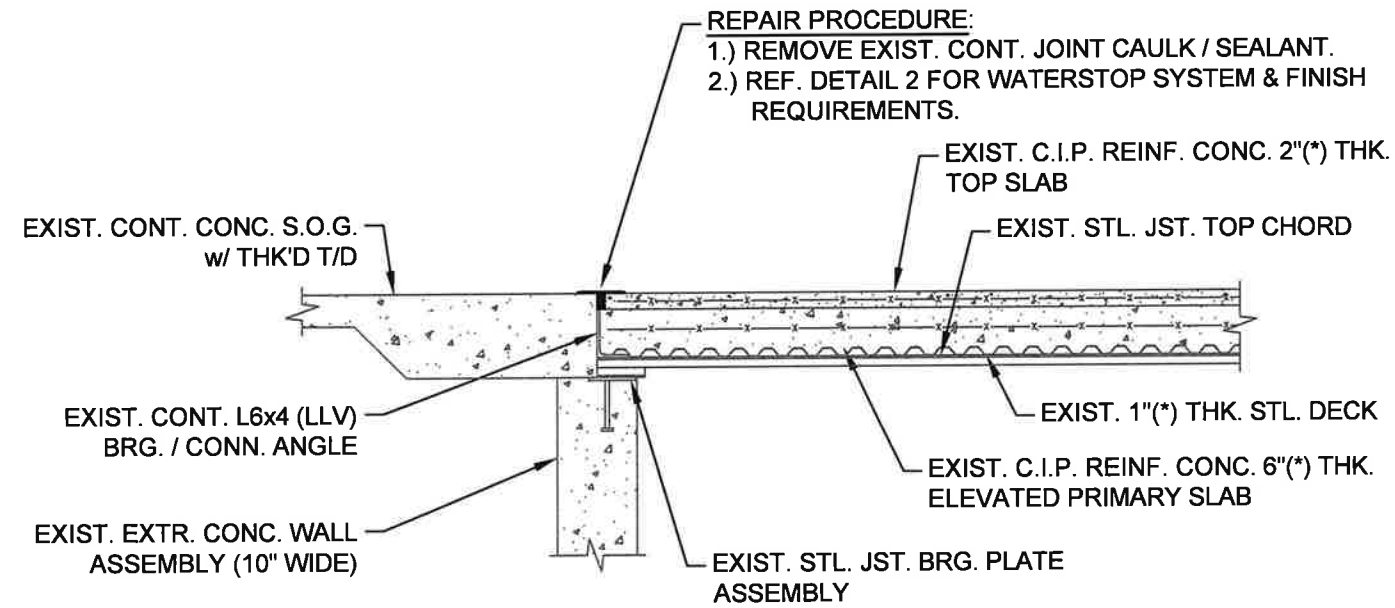
CONCOURSE & SEATING SECTION AREAS ADDITIONAL SECTIONS & DETAILS



FIGURE 3A

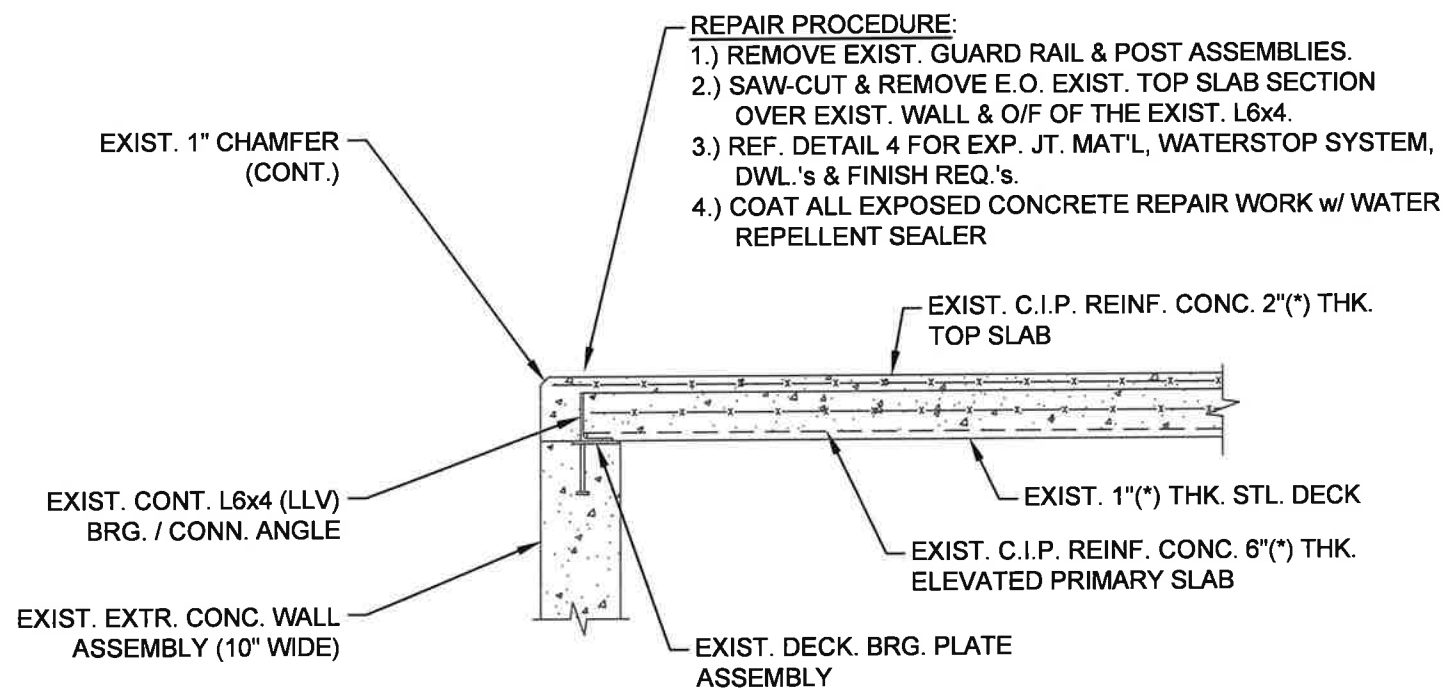
M&C Project No.:

7679-0001



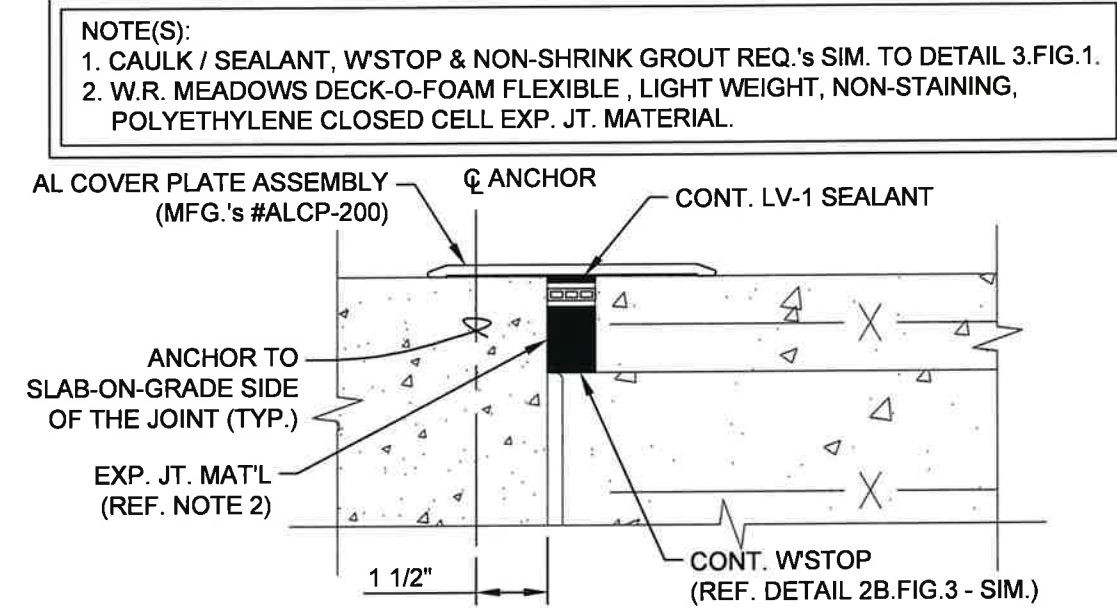
1 - SECTION - THRU EXP. JT. @ ELEVATED SLAB / S.O.G.

SCALE: 1/2" = 1'-0"



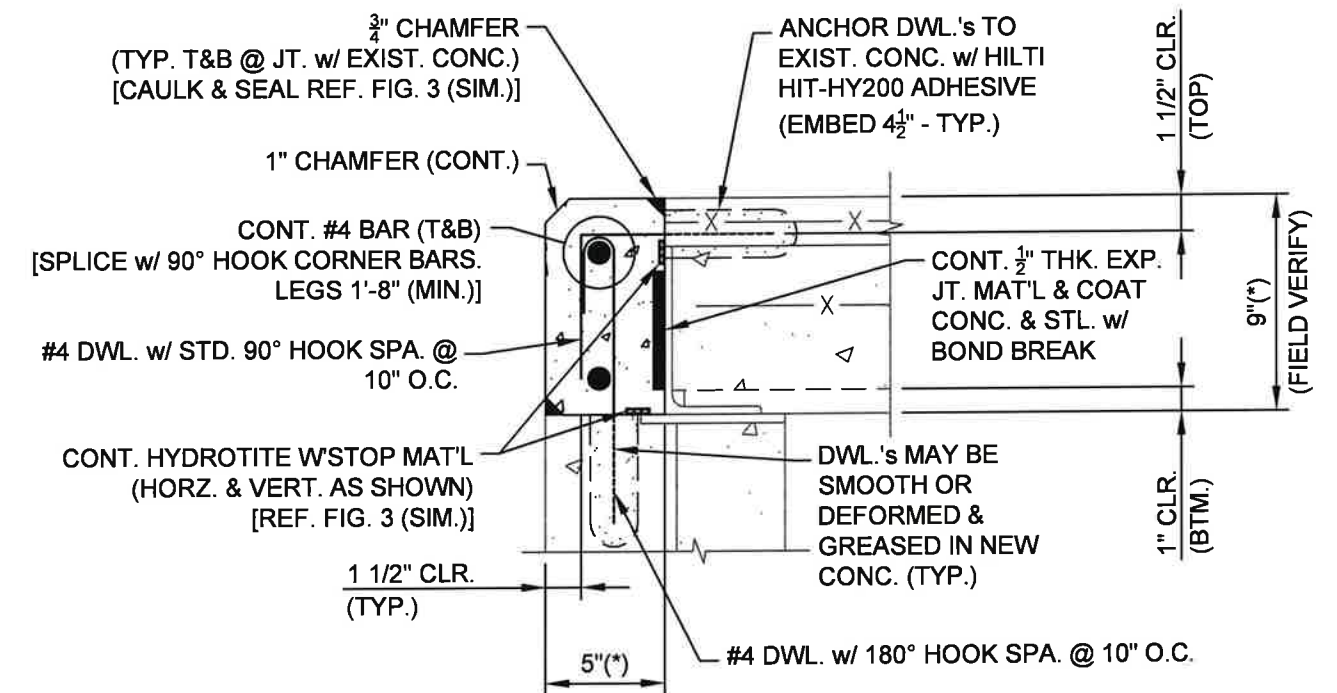
3 - SECTION - E.O. SLAB @ CONCOURSE / SEATING SECTIONS

SCALE: 1/2" = 1'-0"



2 - DETAIL - ENLARGED VIEW OF MOD

SCALE: 3" = 1'-0"



4 - DETAIL - ENLARGED VIEW OF MOD

SCALE: 1 1/2" = 1'-0"



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 STRUCTURAL CONDITION & DRAINAGE ASSESSMENT WORK SCOPE

CONCOURSE & SEATING SECTION AREAS SECTIONS & DETAILS



M&C Project No.:

FIGURE 4

7679-0001

KEYNOTES

- 1

REMOVE EXIST. CAULK / SEALANT, CLEAR JT. OF LOOSE DIRT & DEBRIS, & INSTALL W/STOP / SEALANT / CAULK REPAIR ASSEMBLY @ EXIST. CMU PARAPET WALL IN ACCORDANCE w/ SECTION 1.FIG.3.
- 2

REMOVE EXIST. CAULK / SEALANT, CLEAR JT. OF LOOSE DIRT & DEBRIS, & INSTALL W/STOP / SEALANT / CAULK REPAIR & ALUMINUM COVER PLATE ASSEMBLY @ EXIST. EXP. JOINT IN ACCORDANCE w/ SECTION 1.FIG.4.
- 3

REMOVE EXIST. CAULK / SEALANT, CLEAR JT. OF LOOSE DIRT & DEBRIS, & INSTALL W/STOP / SEALANT / CAULK REPAIR ASSEMBLY @ EXIST. CONCRETE STAIRS / SEAT SECTION SLAB CONST. JT. IN ACCORDANCE w/ SECTION 1.FIG.4. (SIM.).
- 4

REMOVE EXIST. CAULK / SEALANT, CLEAR JT. OF LOOSE DIRT., VEGETATION & DEBRIS, & INSTALL THE W/STOP / SEALANT / CAULK REPAIR ASSEMBLY @ EXIST. CONCRETE SEAT SLAB / CONCOURSE WALL BASE CONST. JT. IN ACCORDANCE w/ SECTION 1.FIG.4. (SIM.).
- 5

REMOVE LOOSE MORTAR IN STEP-THRU CRACK AT I/F & BASE OF THE CMU PARAPET WALL. REPAIR CRACK & MORTAR w/ SIKAREPAIR SHA FAST SETTING SINGLE COMPONENT CEMENTITIOUS MORTAR. COORDINATE COLOR MATCH EXIST. & COORDINATE w/ OWNER & PRIOR TO INSTALLATION.
- 6

REMOVE EXISTING GUARDRAIL & EMBED POST SECTIONS. DO NOT DAMAGE, TO BE REINSTALLED w/ THE CONCRETE MODS. INSTALL C.I.P. REINF. CONCRETE, W/STOP & SEALANT / CAULK REPAIR ASSEMBLY @ WALL SECTION COMMON TO THE EAST EDGE OF THE CONCOURSE LEVEL SLABS IN ACCORDANCE w/ SECTION 3.FIG.4.
THE ELEVATED SLAB WATERPROOFING SYSTEM NOT REQ'D FOR THE HORIZONTAL & VERTICAL SURFACES OF THE CONCRETE MODS. SYSTEM STOPS AT THE NEW EXPANSION JOINT. COAT THE REPAIR MOD SURFACES w/ A WATER BASED SILANE SILOXANE.

- 7

REMOVE THE EXIST. CONCOURSE WATERPROOF COATING FROM THE EXIST. TOP SLAB. REMOVE LOOSE CONCRETE IF APPLICABLE AND CLEAR EXISTING CRACKS OF LOOSE DIRT & DEBRIS. INSTALL NEW FLOORING REPAIR & WATERPROOFING SYSTEM. NEW SYSTEM TO BE BASF's MASTERSEAL TRAFFIC 1500 POLYEURETHANE WATERPROOFING SYSTEM FOR PEDESTRIAN AREAS. SYSTEM TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING:
a.) MASTERSEAL P 222 OR MASTERSEAL P220 PRIMER IF REQUIRED APPLIED TO DECK AFTER SURFACE OF DECK HAS BEEN PROPERLY PROFILED, AND CRACKS, VOIDS, DELAMINATIONS OR OTHER CONDITIONS PROPERLY REPAIRED IN ACCORDANCE w/ BASF's RECOMMENDATION's & REQUIREMENT's.
b.) MASTERSEAL M 200 POLEURETHANE.
c.) MASTERSEAL TC 225 w/ AGGREGATE AND MASTERSEAL TC 225 TINT BASE TO ACHIEVE REQUIRED COLOR IF APPLICABLE TO CREATE COLOR AS REQUIRED BY THE OWNER. PROVIDE MOCK-UP TO ENSURE SYSTEM PROVIDES OWNER's EXPECTATIONS.
- 8

REMOVE EXIST. STAINING FROM CONCRETE SURFACE WHERE APPLICABLE & CLEAR CRACKS OF LOOSE DIRT, DEBRIS AND CONCRETE. IN ADDITION NOTE THE FOLLOWING:
a.) CRACKS WHERE STAINING OBSERVED REPAIR w/ SIKADUR CRACK FIX EPOXY SEALING SYSTEM.
b.) CRACKS WHERE STAINING NOT OBSERVED REPAIR w/ SIKADUR INJECTION GEL EPOXY PASTE ADHESIVE. AFTER REPAIRING CONCRETE CRACKS PRIME AND PAINT WALLS AS DIRECTED BY OWNER TO MATCH EXISTING.

- 9

PARAPET WALL MODIFICATIONS TO INCLUDE THE FOLLOWING:
a.) REMOVE EXIST. GROUT FROM BETWEEN THE EXIST. CMU PARAPET WALL PRECAST CONCRETE CAP BLOCK JOINTS. FILL THE JOINTS w/ SILICONE BASED SEALANT.
b.) INSTALL SILICONE BASED SEALANT AT ALL PARAPET WALL RAILING, ELECTRICAL & LIGHTING, AND OTHER UTILITY PENETRATIONS AS APPLICABLE.
c.) COAT ALL EXPOSED SURFACES OF THE PRE-CAST CONCRETE CAP BLOCK's AND THE CMU SIDE OF THE PARAPET WALL w/ A WATER BASED SILANE SILOXANE WATER REPELLENT SEALER.



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TOWN OF HOLLY SPRINGS NORTH CAROLINA TING PARK STADIUM 3rd BASE LINE SEATING & CONCOURSE AREAS STRUCTURAL CONDITION & DRAINAGE ASSESSMENT WORK SCOPE

LIST OF KEYNOTES FOR REPAIR MODS FOR CONCOURSE, SEATING SECTION & CLUBHOUSE LEVEL AREAS



FIGURE 5

M&C Project No.:

7679-0001



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Public Hearings

Title: Norris Crossing Rezoning 20-REZ-04 - Legislative Public Hearing

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Cheryl Caines, Development Services

Action(s):

1. Conduct the legislative Public Hearing.
2. Consider Rezoning Ordinance RZ22-01.

Explanation:

- The request is to rezone the property in question from R-30: Residential to R-10 CU: Residential Conditional Use. This is amended from the original request for R-8 CU zoning.
- The applicant has proposed voluntary conditions associated with the Conditional Use that include a maximum density, providing a fee-in-lieu for the signal at Avent Ferry and Holly Meadow Drive, dedication and construction of street rights-of-way, and additional design standards to ensure a variety of housing styles. A complete list of the voluntary conditions is found in the attachments.
- The project area consists of portions of six parcels totaling approximately 73.36 acres.
- The site is located south of Avent Ferry Road and is generally between the Stonemont and Mills at Avent Ferry subdivisions to the east and west respectively.

Background:

Planning Board Meeting February 16, 2021 6-2 in favor of request

The two recommendations for denial were based on traffic concerns in that area and the timing to alleviate the impact.

Discussion included timing/phasing of road construction with projects nearby, results of the neighborhood meeting, as well as concerns regarding the impacts of additional residential development on traffic.

Town Council Meeting March 16, 2021

Council raised concerns about traffic problems on Avent Ferry Road, conserving the existing on-site pond, creating an annexation "doughnut hole", and the request for R-8 as opposed to an R-10 designation similar to adjoining properties. The applicant requested time to evaluate options and seek ways to address Town Council concerns. The Town Council tabled the item.

Changes since March 16, 2021 Town Council Public Hearing:

Town Council Business Meeting
February 15, 2022

In January 2022, the applicant provided updated Voluntary Conditions to address some of the concerns raised by Town Council at the March 16, 2021 public hearing. These included:

- a reduction to the maximum number of dwelling units (190 units or 2.60 units/acre where previously 208 units or 2.80 units/acre was proposed)
- an increase in the contribution to the signal at Avent Ferry and Holly Meadow Drive
- provide off-site roadway improvements and other transportation recommended modifications based upon the approved Traffic Impact Analysis dated November 6, 2020

Some of Town Council's concerns were not addressed in the proposed revisions. The applicant did not condition the retention of the on-site pond but indicated that an amenity may be developed in this area of the site. A large portion of the Stephen Macon parcel (0638707772) was not included in the future project and will not be included in property annexation. This leaves an unincorporated parcel completely surrounded by the Town, creating a "doughnut hole."

Town Council Public Hearing January 18, 2022:

The applicant requested the item be tabled due to outstanding Town Council concerns. The public hearing was continued to February 15, 2022.

Changes since January 18, 2022:

The applicant has revised the zoning request and voluntary conditions to address Town Council concerns. These include:

- amended rezoning request to R-10 CU to address compatibility concerns with adjacent neighborhoods
- reduced the allowed maximum number of dwellings (173 units or 2.33 units/acre where previously 190 units or 2.60 units/acre)
- proposed minimum lot size of 7,500 square feet with additional percentages to limit the number of smaller lots and provide lot size variety (no more than 45% of the lots shall be less than 8,000 SF and no less than 20% of the lots shall be greater than 10,000 SF)
- proposed amenity in the NW corner of the site along Avent Ferry in the location of the existing pond which will be drained

No further changes were made to the Avent Ferry/Holly Meadow Drive signal contribution amount or the annexation "doughnut hole."

Funding Source(s):

Attachment(s):

1. Norris Crossing_Planning Board Staff Report
2. RZ22-01 20REZ04 Norris Crossing ordinance REV-2
3. Norris Crossing - Rezoning Application MASTER FINAL 2-2-2022
4. Norris Crossing - Conditions 2-2-2022



Town of Holly Springs Staff Report to the Planning Board

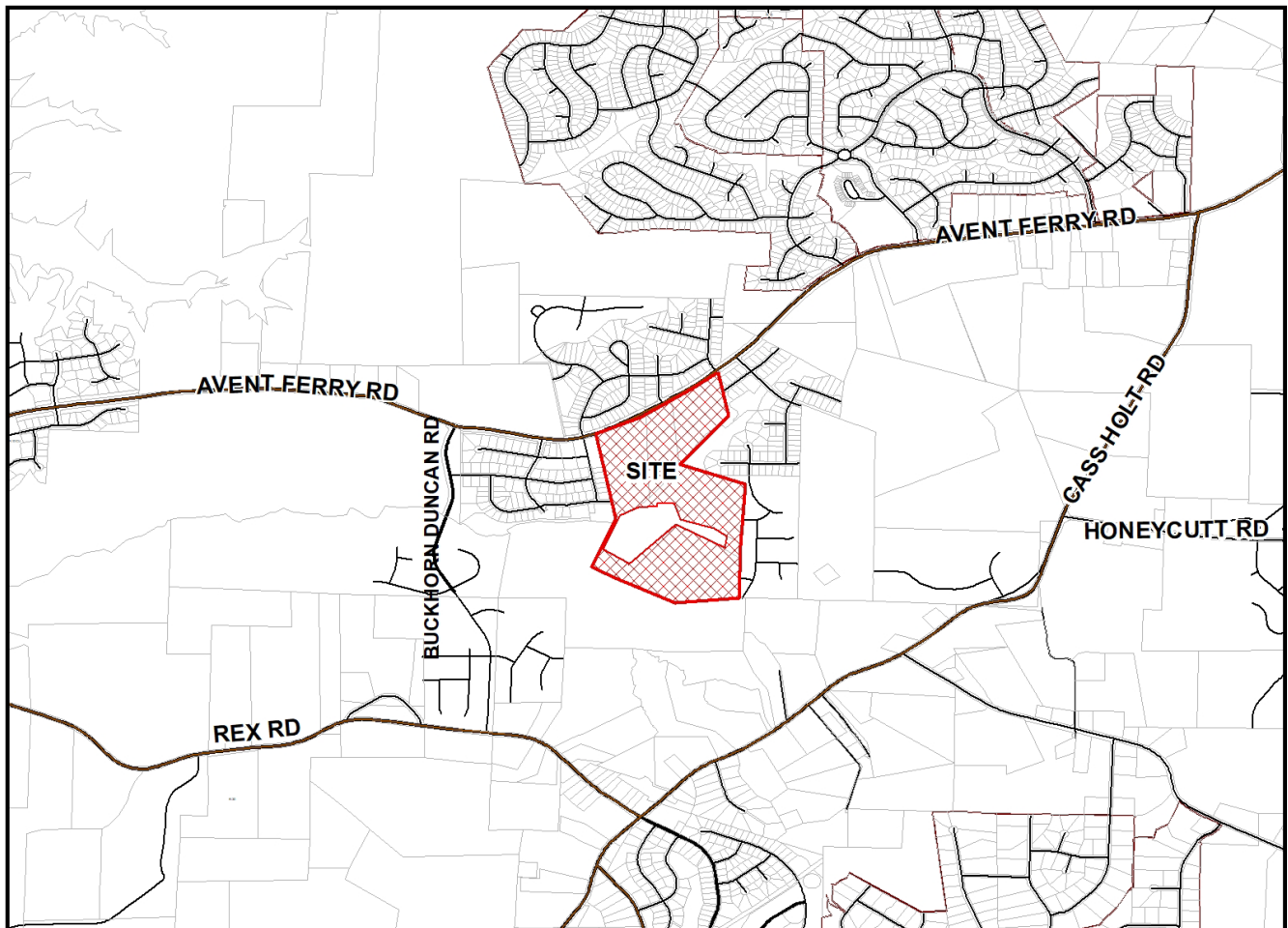
REQUEST FOR ZONE MAP CHANGE Norris Crossing 20-REZ-04

PETITIONER(S):

Kurt Burger
Foxfield Land Partners
1106 Dominion Drive
Cary, NC 27519

OWNER(S):

See table

LOCATION:

☐ Within Corporate Limits of Holly Springs ☐ Within Holly Springs ETJ ☒ Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: February 23, 2021
Public Hearing and Town Council Action: March 23, 2021

STAFF CONTACTS: Melissa Sigmund, Current Planning Manager
Bronwyn Bishop, Development Plan Review

ATTACHMENTS:

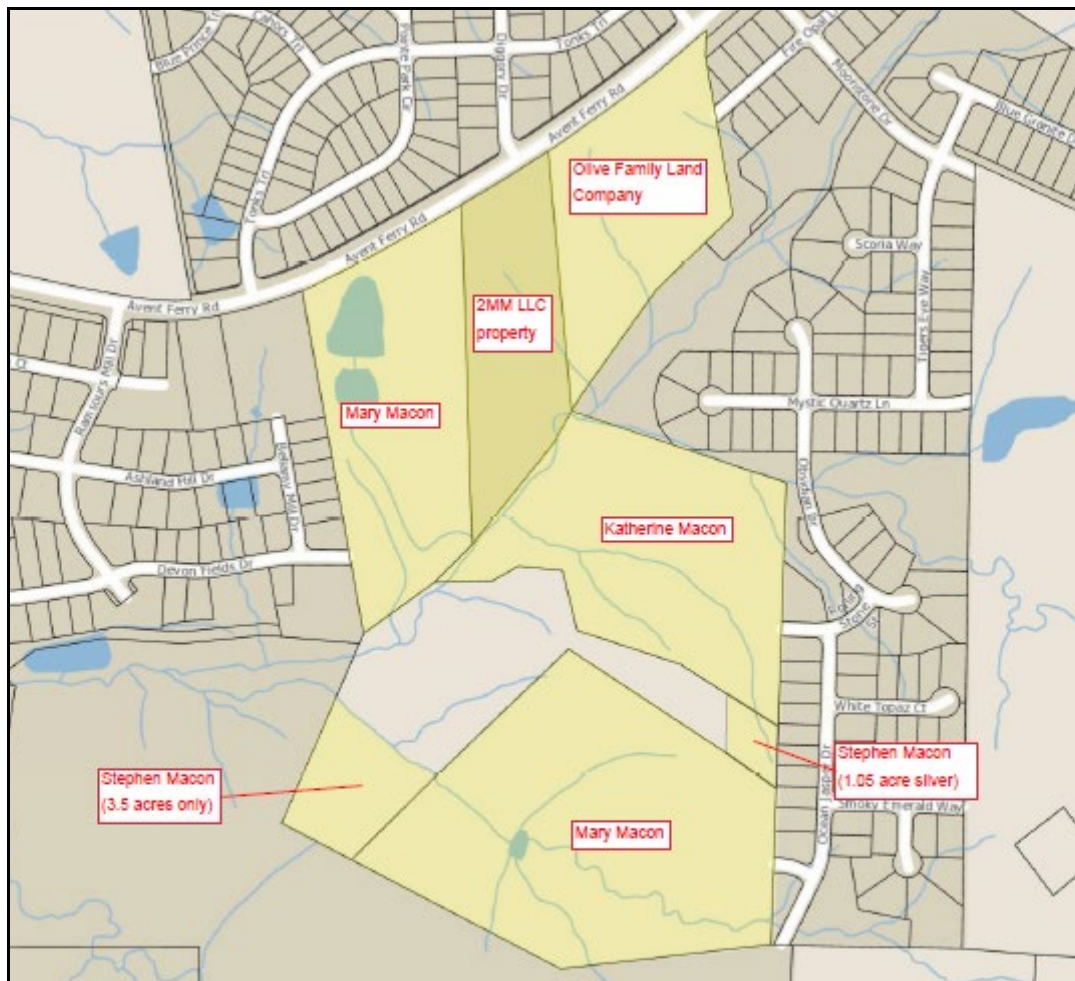
Petition for Zone Map Change
Plan Consistency Statement
Statement of Zoning Compatibility
Neighborhood Meeting Report

PARCEL INFORMATION

OWNER	PARCEL #	ZONING	AREA
Olive Family Land Company, LLC	0638-82-4248	R-30: Residential	10.43 ac
2MM LLC	0638-81-0828	R-30: Residential	8.20 ac
Mary Hare Macon	0638-71-6449	R-30: Residential	14.71 ac
Katherine Johnson Macon	0638-81-4177	R-30: Residential	15.31 ac
Mary Hare Macon	0638-80-2381	R-30: Residential	21.21 ac
Stephen Macon	0638-70-7772	R-30: Residential	*3.50 ac
TOTAL			73.36 ac

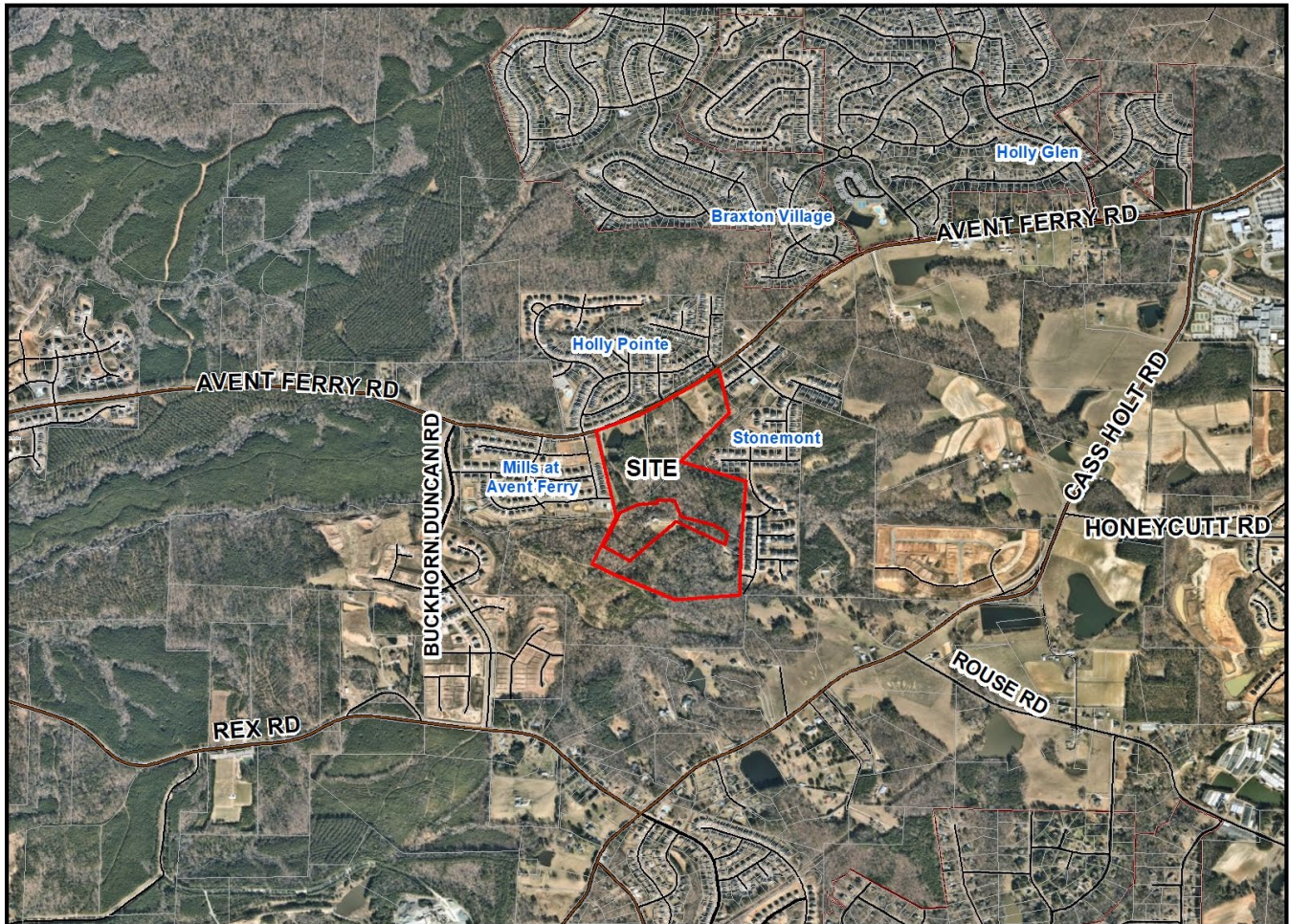
*Portion of parcel included in this request

+ ROW = 74.41 ac



ADJACENT PROPERTY SITE DATA

	ZONING	EXISTING LAND USE
Subject Property	R-30	Vacant, undeveloped.
North	R-10 CU	Avent Ferry Road, then Holly Point subdivision
South	R-10 CU	Undeveloped, future Mills at Avent Ferry subdivision
East	R-10 CU	Stonemont subdivision
West	R-10CU	Mills at Avent Ferry subdivision



PROPERTY HISTORY

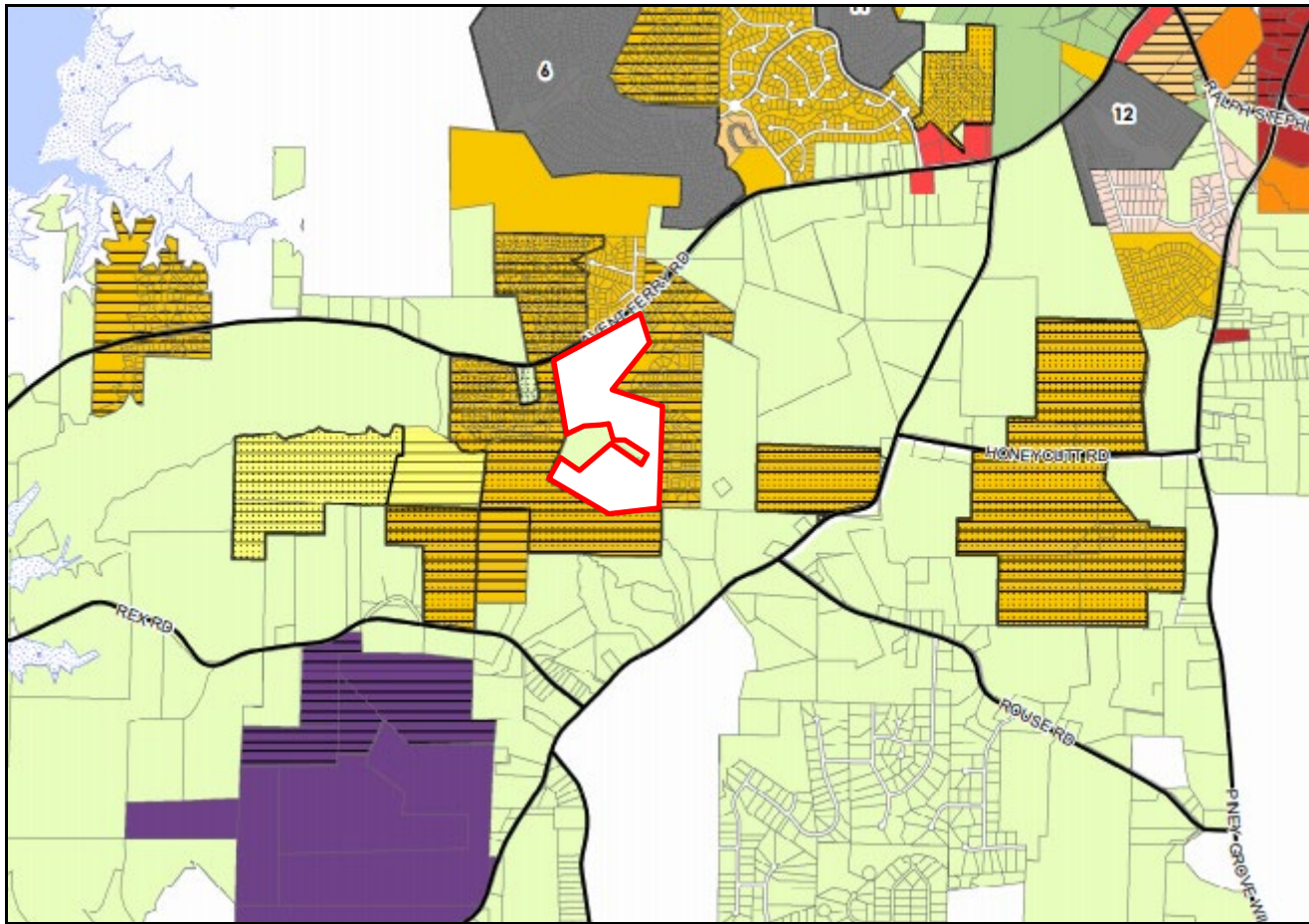
ETJ History

Resolution: 15-18

Approved by Town Council on: April 21, 2015

ZONE MAP CHANGE REQUEST

	CURRENT	PROPOSED
Zoning District	R-30: Residential	R-8 CU: Residential Conditional Use
Future Land-Use Designation	Residential Neighborhood	No Change



Parcels	Conditional Use	R-30 Residential	R-10 Residential	R-MF-8 Multi-Family Residential	OR Office & Research	BT Business & Technology
Shearon Harris Lake	Limited	R-20 Residential	R-8 Residential	PUD Planned Unit Development	LB Local Business	RT Research & Technology
Proposed Shearon Harris Lake Level	Development Options	R-15 Residential	R-MF-15 Multi-Family Residential	TV Town Village	CB Community Business	IT Industry & Technology

STAFF ANALYSIS

Zone Map Change Request:

The request is to rezone the property in question from R-30: Residential to R-8 CU: Residential Conditional Use

PROJECT OVERVIEW

The project area consists of portions of six parcels totaling approximately 73.36 acres. The property is located south of Avent Ferry Road. It is generally between the Stonemont and Mills at Avent Ferry subdivisions to the east and west respectively.

Developer Commitments:

A Conditional Use District allows the Petitioner to place specific conditions on the property that are more restrictive than the minimum zoning regulations in the Town's Unified Development Ordinance. Once a Petitioner has placed such conditions with the Zoning Map Change request, they cannot be removed or modified to reduce the restriction. During the review and consideration process the Petitioner may add additional conditions or make the proposed conditions more restrictive, however, additional conditions or regulations cannot be added to the Petition by Planning Board or Town Council.

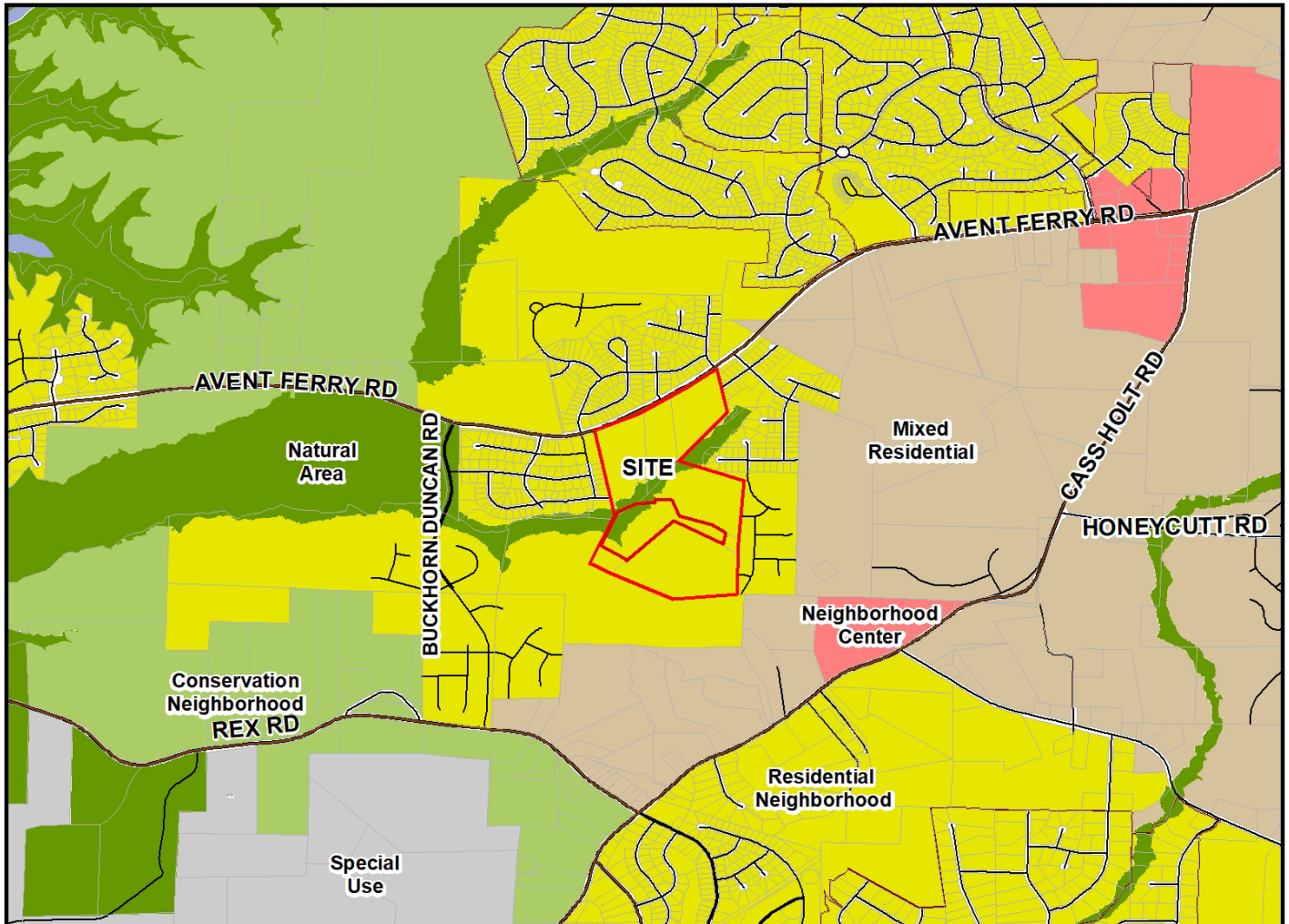
The offered conditions cover a variety of topics, including a number of key elements of the current Development Options requirements of the current UDO. Since the UDO will be re-written over the course of the next year, these conditions will help ensure that the project site is developed in a manner that is consistent with the character of surrounding developments.

The property owner has offered conditions as described below:

1. The property shall be developed in compliance with the Town of Holly Springs' Unified Development Ordinance (UDO) Section 2.09 – Development Options for Residential Districts.
2. Permitted uses are limited to:
 - A. Single family detached residential
 - B. Family care home
 - C. Accessory apartment
 - D. Utility, minor
 - E. Park, active
 - F. Park, passive
 - G. Greenway
 - H. Recreation facility, private
3. The project's gross density will not exceed 3.25 dwelling units/acre
4. *The maximum number of proposed dwelling units shall not exceed 208 (or 2.80 dwelling units/acre).*
5. *The project is proposed to encompass three (3) different lot widths:*
 - A. 40' lots: min. 10% of total lot count
 - B. 50' lots: min 30% of total lot count
 - C. 60' lots: min. 15% of total lot count
6. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
7. Garage doors must have windows, decorative details, or carriage-style adornments on them and shall not extend further than 10 feet forward of the front façade.
8. A varied color palette shall be utilized on homes throughout the subdivision, to include a minimum of three (3) color families for siding and shall include varied trim, shutter and accent colors complementing the siding color.
9. Home Owners Association (HOA) covenants shall not restrict the construction of any accessory dwelling unit.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan Land Use & Character Plan:



The Future Land Use Map designates this property as Residential Neighborhood with small portions of Natural Area, designated as such due to environmental features. A Residential Neighborhood area includes one housing type — single dwelling detached — on different lot sizes that vary enough to provide a range of home choices in the same neighborhood. Homes are oriented toward streets with rear yards larger than front yards. Some Residential Neighborhood areas may mix lot and house sizes on the same block, or provide accessory dwelling units. Pedestrian-scale blocks and a grid street network support a well-connected, cohesive community. New Residential Neighborhood areas should include a comprehensive and connected network of open space throughout the site to accommodate small parks, gathering spaces, and community gardens; preserve large tree stands; and help manage stormwater run-off. Internal streets and open space in a Residential Neighborhood area should connect to existing or future neighborhoods nearby. Residential Neighborhoods are primarily residential but may include limited civic or other non-residential (non-commercial) uses.

Zone Map Change Analysis

The proposed R-8 CU district will allow for the development of a neighborhood of single-family dwellings in a variety of lot sizes, consistent with the Residential Neighborhood designation. The proposed zoning change will have minimal impacts on the adjacent properties, as the district is compatible with the surrounding developments, both existing and planned. The developer has also offered a number of conditions to increase continuity of character and compatibility with the surrounding area. While the R-8 CU district is proposed, voluntary zoning conditions would limit the maximum density and number of units to 2.80 du/ac and 208 units respectively, which is lower than the 3.25 units/ac density allowed by the R-10 zoning district so that this development will be compatible with existing developments in the vicinity.

The zoning conditions address the breakdown of lot sizes as follows:

- ~40' wide lots: min. 10% of total lot count
- ~50' wide lots: min 30% of total lot count
- ~60' wide lots: min. 15% of total lot count

ENGINEERING

Water

This project is required to tie to and extend Town water facilities to serve all proposed homes. A Hydraulic Fire Flow Analysis will be required at the time of Preliminary Subdivision Plan Submittal.

Sewer

A Sewer Study was completed in conjunction with this Rezoning Petition. This development will discharge to the Union Ridge Pump Station. This project is required to tie to and extend Town sewer facilities to serve any proposed buildings.

Transportation

A Traffic Impact Analysis (TIA) was completed in conjunction with this Rezoning Petition. This development will be required to adhere to and construct all recommended improvements within the Approved TIA as follows:

- Fee-in-lieu contribution proportionate to project impact for the future traffic signal at the intersection of Holly Meadow Dr./Avent Ferry Rd
- Dedicated eastbound right-turn lane at Site Drive #1 with 50-ft storage
- Dedicated westbound left-turn lane at Site Drive #1 with 100-ft storage

In accordance with the Unified Development Ordinance and Comprehensive Transportation Plan, road widening to meet ½ of the ultimate four-lane, median-divided thoroughfare cross-section will be required across the property frontage on Avent Ferry Rd. All internal streets will be constructed in accordance with public residential standards.

Environmental Issues

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.

Conditions of Approval:

STAFF RECOMMENDATION TO THE PLANNING BOARD

ACTION #1: ZONE MAP CHANGE REQUEST

PLAN CONSISTENCY STATEMENT:

The requested zone map change from R-30: Residential to R-8 CU: Residential Conditional Use is consistent with the Vision Holly Springs Comprehensive Plan and Future Land Use Map designation of Residential Neighborhood and will allow for the development of a single family subdivisions with a variety of lot sizes.

ZONE MAP CHANGE PETITION MOTION:
Staff recommends that the Planning Board recommend approval/denial of Zone Map Change Petition #20-REZ-04 to change the zoning of approximately 74.41 acres of Wake County PINs 0638-82-4248, 0638-81-0828, 638-71-6449, 0638-81-4177, 0638-80-2381, 0638-70-7772, and 0639633688 from R-30: Residential to R-8 CU: Residential Conditional Use with conditions 1-9 as submitted.

Agenda Item Completeness Checklist				
	Approved for Distribution			
Staff Member	Yes	No	Initials	Comments
Melissa Sigmund	X			
Rachel Jones	X			



THE TOWN OF

Holly Springs

Ordinance No.: RZ22-01

Date Adopted: February 15, 2022

Effective Date: February 15, 2022

**AN ORDINANCE TO AMEND SECTIONS OF THE CODE OF ORDINANCES
TO MODIFY APPENDIX A: UNIFIED DEVELOPMENT ORDINANCE: OFFICIAL ZONING MAP
AND ADOPT THE COMPATIBILITY STATEMENT REQUIRED BY
NORTH CAROLINA GENERAL STATUTES 160D-605**

WHEREAS, the Town of Holly Springs Town Council adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* in November 2007 and updated the plan in 2009, 2018, 2019; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for : #20-REZ-04 to change the zoning of approximately 74.41 acres of Wake County PINs 0638-82-4248, 0638-81-0828, 638-71-6449, 0638-81-4177, 0638-80-2381, 0638-70-7772 (part parcel) from R-30:Residential to R-10 CU: Residential Conditional Use.

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcel on the *Future Land Use Map* as Mixed Use Center; and

WHEREAS, the zoning allows land uses that are consistent with the adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan Future Land Use Map*, and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on February 23, 2021 and recommended approval by a vote of 6-2; and

WHEREAS, an opportunity for public input into the suggested amendment has been offered in a public hearing before the Town Council; and

WHEREAS, after considering the recommendation of the Holly Springs Planning Board and the public input offered in a public hearing before the Town Council, the Town Council finds amending the Official Zoning Map will meet the development needs of the community and help achieve the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan*,

WHEREAS, the Town Council finds the proposed amendment the Official Zoning Map is reasonable and in the public interest as it is consistent with the Vision Holly Springs Comprehensive Plan and Future Land Use Map designation of Residential Neighborhood and will allow for the development of a single family subdivisions with a variety of lot sizes.

BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Unified Development Ordinance of the Town is amended as follows:

Part 1: Amend Unified Development Ordinance Section 1.20, C. Official Zoning Map with the following rezoning request: **#20-REZ-04 to change the zoning of approximately 74.41 acres of Wake County PINs 0638-82-4248, 0638-81-0828, 638-71-6449, 0638-81-4177, 0638-80-2381, 0638-70-7772 (part parcel legal description follows after conditions), and 0639633688 from R-30: Residential to R-10 CU: Residential Conditional Use with conditions 1-13.**

The terms and conditions contained in this instrument shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners, heirs, devisees, grantees, lessees, and licensees of the above-described real estate and other persons acquiring an interest therein. The terms of this conditional use permit may be modified or terminated by a decision of the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change. The terms and conditions contained in this instrument shall be effective upon the approval of the conditional use district on the subject real estate and the approval of this Conditional Use Permit by the Town Council pursuant to the Town of Holly Springs Unified Development Ordinance and shall continue in effect until modified or terminated by the Town of Holly Springs Town Council. The terms and conditions of this instrument may be enforced by the Town of Holly Springs Town Council. This Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with the Norris Crossing rezoning, the Developer agrees they (i) are familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget; and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.

1. The property shall be developed in compliance with the Town of Holly Springs' Unified Development Ordinance (UDO) Section 2.09 – Development Options for Residential Districts.
2. Permitted uses are limited to:
 - Single family detached residential
 - Family care home
 - Accessory apartment
 - Utility, minor
 - Park, active
 - Park, passive
 - Greenway
 - Recreation facility, private
3. The project's gross density will not exceed 2.33 dwelling units/acre
4. The maximum number of proposed dwelling units shall not exceed 173 units (or 2.33 dwelling units/acre).

5. Lot design standards:
 - a. Minimum lot size is 7,500 SF
 - b. No more than 45% of the lots shall be less than 8,000 SF
 - c. No less than 20% of the lots shall be greater than 10,000 SF
 - d. 60' min lot width
 - e. 100' min lot depth
6. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
7. Garage doors must have windows, decorative details, or carriage-style adornments on them and shall not extend further than 10 feet forward of the front façade.
8. A varied color palette shall be utilized on homes throughout the subdivision, to include a minimum of three (3) color families for siding and shall include varied trim, shutter and accent colors complementing the siding color.
9. Home Owners Association (HOA) covenants shall not restrict the construction of any accessory dwelling unit.
10. The applicant agrees to provide a Fee in Lieu contribution for the installation by others of the proposed traffic signal at the intersection of Holly Meadow Drive and Avent Ferry Road payable at the issuance of the Land Disturbing Permit for the project. This fee in lieu – \$205,000.00 – is in excess of any improvements identified within the approved Traffic Impact Analysis Special Study. Further, the dedication and construction of street rights of ways as shown in the approved Comprehensive Transportation Plan shall be required consistent with the requirements of N.C.G.S. Sec. 160D-801, et seq.
11. A pedestrian connection shall be made in the southern portion of the project within the open space on the N/F Mary Hare Macon property (PIN 0638-80-2381).
12. The applicant agrees to provide off-site roadway improvements and other transportation recommended modifications based upon the approved Transportation Impact Analysis (TIA) dated November 6, 2020 from Ramey Kemp & Associates.
13. The northwest corner of the property adjacent to Avent Ferry Road shall include an open space area a minimum of 40,000 square feet installed to include walking areas and benches as generally illustrated on the attached Open Space Exhibit.

Legal Description for portion of 0638-70-7772

The legal descriptions described herewith relate to the zoning description associated with the Stephen Macon property located in Holly Springs Township, described by Wake County GIS as PIN 0638-70-7772. The description is based upon the preliminary ALTA survey provided by Bateman Civil Survey Company dated October 25, 2020.

PARCEL #1: eastern portion

CONTROL CORNER IS AN EXISTING IRON PIPE located Northing 682,234.49' and Easting 2,038,775.16' per NAD83/NSRS 2011 / SPC in the southeast corner of the Olive Family Land Company LLC property identified as PIN 0638-82-4248 (DB8748 Pg374) by Wake County GIS; following a tie line S05°04'33"E a distance of 1,751.85' to an existing 3/4" iron pipe along the common property line of N/F Stephen C. Macon and N/F Varini

Pissey Subramanya & ET AL (PIN 0368-80-9496) – SAID POINT BEING THE POINT OF BEGINNING.

THENCE from said POINT OF BEGINNING a bearing N57°32'03"W a distance of 253.54' to a calculated point along the N/F Stephen Macon parcel;

THENCE along a new property line S01°55'37"W a distance of 204.18' to a calculated point along the common boundary between N/F Stephen C. Macon and N/F Mary Hare Macon (PIN 0638-80-2381);

THENCE along a common line between the Stephen C. Macon and Mary Hare Macon property with a bearing of S56°02'17"E a distance of 257.64' to an existing 1" iron pipe at the shared property line with N/F Joseph and Sarah Mullen (PIN 0638-80-9294);

THENCE along the common property line with Stonemont subdivision (BM2019 Pg352) bearing N01°55'01"E a distance of 212.01' to the point, said point being the POINT AND PLACE OF BEGINNING HAVING AN AREA OF 45,443.24 SQUARE FEET OR 1.043 ACRES MORE OR LESS.

PARCEL #2: southwest corner

CONTROL CORNER IS AN EXISTING IRON PIPE located Northing 682,234.49' and Easting 2,038,775.16' per NAD83/NSRS 2011 / SPC in the southeast corner of the Olive Family Land Company LLC property identified as PIN 0638-82-4248 (DB8748 Pg374) by Wake County GIS; following a tie line S39°30'07"W a distance of 2,116.16' to a calculated pipe in the common property line of N/F Stephen C. Mason (PIN 0638-70-7772) and N/F Lennar Carolinas LLC property (PIN 0637-79-4767) – SAID POINT BEING THE POINT OF BEGINNING.

THENCE from said POINT OF BEGINNING a bearing S23°16'18"W a distance of 480.66' to a 1" EIP in the extreme southwest corner of the Stephen C. Mason property;

THENCE along the Stephen C. Macon property line bearing of S26°24'25"E a distance of 268.92' to a 1" EIP with CAP at the common property corner with Stephen C. Macon and N/F Mary Hare Macon (PIN 0638-80-2381);

THENCE along an existing property line bearing N45°43'08"E a distance of 397.04' to a calculated point along the common boundary between N/F Stephen C. Macon and N/F Mary Hare Macon;

THENCE along a new property line within the Stephen C. Macon property bearing N49°01'38"W a distance of 440.62' to a calculated point, said point being the POINT AND PLACE OF BEGINNING HAVING AN AREA OF 151,616.01 SF or 3.48 ACRES MORE OR LESS.

Part 2:

REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of the Unified Development Ordinance of the Town of Holly Springs conflicting or inconsistent with the provisions of this rezoning ordinance are hereby repealed.

Part 3:

SEVERABILITY

If any section, part of a section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Part 4:

INCLUSION IN UDO

It is the intention of the Town Council entered as hereby ordained, that the provisions of this Ordinance shall become and be made part of the Unified Development Ordinance of the Town of Holly Springs, North Carolina; that the Section(s) of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section, or "Article" or other word.

Part 5:

EFFECTIVE DATE

The provisions of this ordinance shall become effective February 15, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 15th day of February 2022.

Town of Holly Springs by

ATTEST:



Sean Mayefskie, Mayor

Linda McKinney, Town Clerk

Norris Crossing NW Corner Open Space Exhibit



February 2, 2022

Town of Holly Springs Development Services Department
128 S. Main Street
Holly Springs, NC 27540
(919) 557-3905

To Whom It May Concern,

Pursuant to a request from staff related to the zoning commitments for the Norris Crossing project, we have provided a summary of the current conditions. The conditions being proffered as part of the zoning are a result of months of discussions with staff, meetings with neighbors and property owners, and the result of the Planning Board meeting in February 2021 and a Town Council meeting in March 2021.

Norris Crossing
Conditions of Zoning
Revised: February 2, 2022

The terms and conditions contained in this instrument shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners, heirs, devisees, grantees, lessees, and licensees of the above-described real estate and other persons acquiring an interest therein. The terms of this conditional use permit may be modified or terminated by a decision of the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change. The terms and conditions contained in this instrument shall be effective upon the approval of the conditional use district on the subject real estate and the approval of this Conditional Use Permit by the Town Council pursuant to the Town of Holly Springs Unified Development Ordinance and shall continue in effect until modified or terminated by the Town of Holly Springs Town Council. The terms and conditions of this instrument may be enforced by the Town of Holly Springs Town Council. This Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with the Norris Crossing rezoning, the Developer agrees they (i) are familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget; and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.

1. The property shall be developed in compliance with the Town of Holly Springs' Unified Development Ordinance (UDO) Section 2.09 – Development Options for Residential Districts.
2. Permitted uses are limited to:
 - Single family detached residential
 - Family care home
 - Accessory apartment
 - Utility, minor
 - Park, active
 - Park, passive
 - Greenway
 - Recreation facility, private

3. The project's gross density will not exceed 2.33 dwelling units/acre
4. The maximum number of proposed dwelling units shall not exceed 173 units (or 2.33 dwelling units/acre).
5. Lot design standards:
 - a. Minimum lot size is 7,500 SF
 - b. No more than 45% of the lots shall be less than 8,000 SF
 - c. No less than 20% of the lots shall be greater than 10,000 SF
 - d. 60' min lot width
 - e. 100' min lot depth
6. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
7. Garage doors must have windows, decorative details, or carriage-style adornments on them and shall not extend further than 10 feet forward of the front façade.
8. A varied color palette shall be utilized on homes throughout the subdivision, to include a minimum of three (3) color families for siding and shall include varied trim, shutter and accent colors complementing the siding color.
9. Home Owners Association (HOA) covenants shall not restrict the construction of any accessory dwelling unit.
10. The applicant agrees to provide a Fee in Lieu contribution for the installation by others of the proposed traffic signal at the intersection of Holly Meadow Drive and Avent Ferry Road payable at the issuance of the Land Disturbing Permit for the project. This fee in lieu – \$205,000.00 – is in excess of any improvements identified within the approved Traffic Impact Analysis Special Study. Further, the dedication and construction of street rights of ways as shown in the approved Comprehensive Transportation Plan shall be required consistent with the requirements of N.C.G.S. Sec. 160D-801, et seq.
11. A pedestrian connection shall be made in the southern portion of the project within the open space on the N/F Mary Hare Macon property (PIN 0638-80-2381).
12. The applicant agrees to provide off-site roadway improvements and other transportation recommended modifications based upon the approved Transportation Impact Analysis (TIA) dated November 6, 2020 from Ramey Kemp & Associates.
13. The northwest corner of the property adjacent to Avent Ferry Road shall include an open space area a minimum of 40,000 square feet installed to include walking areas and benches as generally illustrated on the attached Open Space Exhibit.

The zoning conditions are provided to the Town of Holly Springs as part of the zoning request for the Norris Crossing subdivision. If there are any questions concerning the applicant's intent or language contained within the conditions, do not hesitate to contact myself or the application for clarification.

KJB

Mr. Kurt Burger (Project Applicant)
Foxfield Land Partners, LLC
1106 Dominion Hill Drive
Cary, NC 27519

Jeffrey L. Roach

Jeffrey Roach, P.E. (Project Engineer)
Peak Engineering & Design, PLLC
1125 Apex Peakway
Apex, NC 27502

Norris Crossing NW Corner Open Space Exhibit





Date: December 22, 2021
From: Development Services

Resubmittal: December 30, 2021

Petitioner: Kurt Burger
Additional Contact: Carla Trepper
Additional Contact: Jeff Roach

E-mail: kurt@foxfieldland.com
E-mail: carla@jcpowdercoating.com (new email)
E-mail: jroach@peakengineeringdesign.com

DEVELOPMENT PETITION REVIEW COMMENT RESPONSES FROM PEAK ENGINEERING & DESIGN

Project #: 20-REZ-04

Project Name: Norris Crossing

☐ 1st Review

☐ 2nd Review

☒ 3rd Review

☐ Additional Review

☒ Additional Review Fee: \$817

Re-Submittal Information

To remain in this review cycle, revised plans are due to Development Services by:

4:30 PM on Thursday, December 30, 2021

Submitting revised plans after the date and time listed above will result in the project being moved to the next available review schedule. If revised plans have not been submitted to Development Services for a period exceeding ninety (90) calendar days from date listed above, the petition/application may be deemed withdrawn. Please notify Development Services if you are unable to submit revised plans within ninety (90) calendar days from date listed above and to discuss any outstanding issues that have prevented the submittal of revised plans.

Submit a successful re-submittal electronically via CityView Portal:

<https://cityview.hollyspringsnc.us/portal> by 4:30p on any Friday.

PLEASE RESUBMIT UNDER THE SAME PROJECT NUMBER AND NOT AS A NEW PROJECT. If you have any questions, please let us know.

Please submit the following and name the files with the Town of Holly Springs project number and date):

- Transmittal sheet including the project number, project name and complete list of all items being resubmitted. **Included**
- Responses to all staff comments in writing. Include the complete staff comments prior to your written response for each item. **Included.**
- 24" x 36" plan set (including color elevations) **Not required with the zoning resubmittal.**
- Certification of plan revisions
(<https://www.hollyspringsnc.us/DocumentCenter/View/28059/Certification-Form>)
- If submitting an Official Action digital plan set, please indicate OFFICIAL ACTION in the file name.
Not required with the zoning resubmittal.



If checked, the following additional applications are needed for this project:

- ☐ Special Exception Use Petition (\$400.00 review fee per application)
- ☐ Variance Petition (\$350.00 review fee per application, \$50.00 with SEU)
- ☐ UDO Waiver or Alternate Compliance Petition (\$100.00 review fee per application)
- ☒ Additional Review Fee (include fee of ½ of original petition fee with responses)

The additional fee of \$817 has been paid by the Applicant prior to the resubmittal.

STAFF REVIEW COMMENTS

If you have questions regarding any of the comments listed below, please contact the staff person specified.

Notes:

* Indicates a comment that will be made throughout the review process and will be a staff recommended condition of approval

Development Services – Planning & Zoning: Cheryl Caines (919) 557-2914



☒ Additional Review Fee (include fee of ½ of original petition fee with responses)

☐ Additional Review Required

☒ Ready for Official Action with comments addressed

☐ Ready for Official Action

Does “ready for official action with comments addressed” schedule the project for Town Council?

REVISION COMMENTS

General Comments

1. Ensure that all property owner signatures reflect current ownership on petitions, forms, and mailing certification materials. The owners of the property have not changed since the last submittal. Documents are still valid.
2. Please note that Town Council adopted a new Unified Development Ordinance (UDO) on November 30, 2021 and will go into effect on March 1, 2022.
 - i. Please note that zones in the existing ordinance are all being updated. The R-8 zone will not exist in the new ordinance. Applicant understands a new UDO is being adopted.
 - ii. The equivalent zone in the new code will be NR – Neighborhood Residential. All development of the site will be under that district unless a complete subdivision application is submitted while the existing ordinance is in effect. Please note that an incomplete submittal (including a pre-submittal) meeting will not be accepted. The applicant has been notified of the changing zoning districts.
 - iii. Staff suggests you review the new UDO to better understand how this may impact future development of the site. This has begun with the applicant.
3. Please review the proposed conditions of approval for consistency with the new UDO.
 - i. Please remove the condition that development will be reviewed through Development Options. This process does not exist in the new UDO and a condition is not needed even if development is through Development Options process. Per the discussions with staff, the project is likely to follow the old UDO or will redesign with the new UDO based upon project timing.
 - ii. There is a proposed condition that requires a minimum percentage of varying lot widths. Are these lot widths consistent with what is allowed in the new UDO? We would not want to have a condition that could not be met due to conflicts with the UDO requirements. Based



upon the conversation during the Developer's Conference (12/29/2021), the conditions will remain and the more stringent of the UDO requirements at the time of plan submittal will be enforces. No changes have been made to the conditions.

4. Neighborhood Meeting: A Neighborhood Meeting as described in the Rezoning Petition Packet is required to be held at least 15 days prior to a Town Council Public Hearing for this petition, however staff strongly suggest holding the meeting prior to 3rd submittal of the plans so that the Neighborhood Meeting Report can be included in the staff report to Planning Board and allow sufficient time to address any concerns from neighboring property owners prior to Town Council. Please submit a completed Neighborhood Meeting Report using the form that is contained in the Rezoning Petition Packet once this meeting has been held.

Update: A neighborhood meeting was held in February 2021. Another meeting may be needed to reflect any changes that have been made in the proposal since that time. Based upon clarification from staff via email, a new Planning Board meeting and a new neighborhood meeting is not required at this time. Previous neighborhood meetings were held over the past couple of months.

5. Per NCGS § 160A-384, prior to public hearing, you must provide a receipt of Certified Mail to the property owner as verification that the property owner as shown on the Wake County tax listing has received actual notice of the proposed Zoning Map Change at least 15 days prior to the Town Council public hearing. The owners of the properties in questions were notified of the rezoning, the neighborhood meetings, the PB and TC meetings in compliance with NCGS § 160A-384 – Method of Procedure. The zoning application certifies these documents were provided by the applicant.

DRAFT CONDITIONS OF APPROVAL: Per voluntary conditions

INFORMATION ONLY:

1. Submittal of a completed Voluntary Annexation petition will be required with Development Plan request. This has been discussed with staff – thanks for the reminder.

Development Services – Building Safety & Inspections: Kevin Gibbs (919) 557-3914



- | | |
|--|--|
| ☐ Additional Review required | ☒ NO REVIEW REQUIRED |
| ☐ Ready for Official Action with comments addressed | ☐ Ready for Official Action |

INFORMATION ONLY:

The 2018 NC Building Codes were used at time of review. These comments are only for preliminary use and do not constitute final Building Code Approval. No changes.

Parks & Recreation – Adam Huffman (919) 557-2925



- | | |
|--|---|
| ☐ Additional Review required | ☒ Greenway required |
| ☐ Ready for Official Action with comments addressed | ☒ Ready for Official Action |

No comments. No changes.



Development Services – Civil Improvements: Rachel Jones (919) 577-3161/Steidrick Baker (919) 557-3936 ☒

☒ Additional Review Fee (include fee of ½ of original petition fee with responses) **The applicant has paid ½ of the original fee as noted here and on page 1 of the comment list.**

☒ Additional Review Required

☐ Ready for Official Action with comments addressed

☐ Ready for Official Action

REVISION COMMENTS:

I. GENERAL COMMENTS:

A. Please be aware that the department that this petition has been submitted to is the Development Services Department (rather than the Department of Planning & Zoning). **Contact has been updated in the transmittal.**

B. The Traffic Impact Analysis (TIA) was submitted and was ready for approval. The two remaining items at the last review were:

- Please continue to coordinate with Town Staff to determine the appropriate fee-in-lieu amount for this project's contribution toward the design and construction of a traffic signal at Holly Meadow Dr./Avent Ferry Rd. **We believe that the condition to fund the signal (exact wording is within the zoning documents) was worked out with staff and would not require additional language.**

- Please be aware that all special studies invoiced fees must be paid prior to approval. **3 TIA fees were paid: (1) \$350 with initial submittal, (2) \$2,500 first review invoice, and (3) \$1,250 second invoices. All have been paid between December 2020 and August 2021.**

It appears that these have been addressed however as we wrap up the review of this package, please confirm that no other updates are needed. If the final copy of the TIA has not been submitted, please provide the final submittal with responses to the last set of comments to close out this review. **All comments were resubmitted to Rachel Jones dated January 27, 2021 within the letter from Ramey Kemp & Associates.**

C. A Sewer Study was submitted and final review was ready for approval. Please verify as this review is wrapped up that there are not changes to the scope of the project that will change assumptions within the sewer study. **The Sewer Study was resubmitted to staff per the response letter from Diehl & Phillips dated January 22, 2021 from Peak Engineering & Design the HS Development Services.**

If the final copy of the Sewer Study has not been submitted, please provide the final submittal with responses to the last set of comments to close out this review. **No changes to the Sewer Study were required from the past review with staff.**

II. RECOMMENDED CONDITIONS:

A. In the original review of this package, the following was recommended to be added or an alternate language proposed:

The Town requires, pursuant to N.C.G.S. § 160A-372, the dedication and construction of streets and rights of way, as shown in the approved Comprehensive Transportation Plan and the approved Transportation Impact Analysis, to create conditions essential to public health, safety, and the general welfare. A rezoning may be delayed until such time as necessary transportation improvements (to include offsite improvements)



may be made, unless the Town and the Developer can enter into agreements to accelerate the time for completion of these needed improvements. Your response indicated that this was discussed with staff. Please provide a reference to this discussion or e-mail as the reviewer this time is filling in for Rachel Jones. **The project has committed to provide the off-site improvements identified within the TIA. The only item which is being accelerated is the condition to pay the fee in lieu for installation of the traffic signal at Holly Meadow Lane at the time of the issuance of the Sediment and Erosion Control Permits (grading permits). This condition was included in the Letter of Commitment for the project dated 12/3/2021.**

B. It was suggested that you may also consider listing the recommended improvements from the TIA as part of the conditions being offered as part of this rezoning; unless it is more appropriate to include specific transportation improvements as part of a Developer Agreement/Infrastructure Reimbursement Agreement. It was determined that a developer agreement would not be accompanying this rezoning so please verify if all TIA recommended improvements are reflected in the conditions. **Condition #12 has been added noting that all improvements required within the TIA have been agreed to through the zoning process.**

Utilities & Infrastructure – Stormwater: Darin Eyster (919) 557-2921



- ☐ Additional Review Fee (include fee of ½ of original petition fee with responses)
- ☐ Additional Review Required
- ☐ Ready for Official Action with comments addressed ☒ Ready for Official Action

REVISION COMMENTS:

1. No comments. **No changes.**

Fire & Rescue: Wayne Strickland (919) 567-4002



- ☐ Additional Review Fee (include fee of ½ of original petition fee with responses)
- ☐ Additional Review Required
- ☐ Ready for Official Action with comments addressed ☐ Ready for Official Action

No Comments **No changes.**

End of comments.



CERTIFICATION OF PLAN REVISIONS

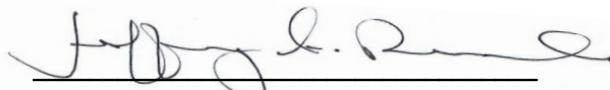
NOTE: THIS FORM REQUIRES THE SIGNATURE AND SEAL OF THE PROFESSIONAL ENGINEER,
DESIGN PROFESSIONAL, OR LAND SURVEYOR PREPARING THE AMENDED/REVISED PLAN

I, Jeffrey A. Roach, P.E., CERTIFY THAT THE ONLY CHANGES MADE TO THE
PROJECT NUMBER 20 - REZ - 04 PROJECT NAME Norris Crossing PLAN
THAT WAS SUBMITTED TO THE TOWN OF HOLLY SPRINGS
FOR ☐ FIRST ☐ SECOND ☐ 4th REVIEW (PLAN DATED December 30, 2021)
ARE AS NOTED BELOW:

☒ CHANGES REQUESTED BY THE TOWN, VIA THE WRITTEN TOWN PLAN REVIEW PROCESS, TO
ADDRESS COMMENTS;

☐ FURTHER CHANGES, AS NOTED BELOW:

12/30/2021
Date


Signature (Seal)

TOWN OF HOLLY SPRINGS REZONING, COMPREHENSIVE PLAN AMENDMENT, & UDO AMENDMENT PACKET

DPM Appendix #A.02
Supplement #15
December 2018



*General Use Rezoning, Conditional Use Rezoning, Comprehensive Plan Amendment,
and Unified Development Ordinance Amendment*

General Information

A Traffic Impact Analysis (TIA) scope determination is required from the Department of Engineering prior to scheduling a Concept Plan Review Meeting. The Request for TIA Scope, Form 8031 is available here: www.hollyspringsnc.us/engineering. Please contact the Department of Engineering at (919) 557-3938 for more information.

A Concept Plan Review Meeting must be held a minimum of five (5) business days prior to but no more than 8 weeks before the Petition Submittal Deadline as specified on the appropriate submittal calendar. Please email hsplanning@hollyspringsnc.us to schedule a Concept Meeting. For more information, contact the Department of Planning & Zoning at (919) 557-3908.

During the Concept Plan Review Meeting, it will be determined whether a request for Zoning Map Change to a General Use District or Conditional Use District will be appropriate.

Submittal Requirements

All information required as part of your petition must be provided in both hardcopy original and in PDF format to the FTP website. (i.e. transmittal, applications, maps, special studies, etc.) with each review. Please submit PDF as 1 file containing the complete submittal and name the file with the project name and date.

Link to FTP website: <http://www.hollyspringsnc.us/PlanningFTP>

Zoning Map Change:

- ☒ Submit the following number of copies:
 - (7) 8.5" x 11"
 - (1) PDF version

Comprehensive Plan Amendment:

- ☐ Submit the following number of copies:
 - (5) 8.5" x 11"
 - (1) PDF version

Zoning Map Change- General Use District:

The following items must be submitted with the Petition for Zoning Map Change to a General Use District to be deemed a complete submittal:

- ☐ Vicinity Map
- ☐ Petition Form
- ☐ Processing Fees (make check payable to: Town of Holly Springs)
- ☐ Statement of Zoning Compatibility
- ☐ Affidavit of Owner Notification (required if Applicant **is not** the property owner)
- ☐ Traffic Impact Analysis
- ☐ Property survey/legal description (required only if request does not include the entire tax parcel) in both hard copy and digital to the FTP website in Word format. Note: All legal descriptions are to contain references to inorganic monuments, and that all starting references on surveys or legal descriptions describe a course and distance from either the closest NCGS monument or Town of Holly Springs monument, regardless of the distance thereto.
- ☐ Waiver Request Forms (if being requested in conjunction with Zoning Map Change Petition)

Zoning Map Change- Conditional Use District/PUD:

The following items must be submitted with the Petition for Zoning Map Change to a Conditional Use District to be deemed a complete submittal:

- ☒ Vicinity Map
- ☒ Petition Form
- ☒ Processing Fees (make check payable to: Town of Holly Springs)
- ☒ Statement of Zoning Compatibility
- ☒ Affidavit of Owner Notification (required if Applicant **is not** the property owner)
- ☒ Traffic Impact Analysis
- ☒ Conditional Use Permit Restrictions Statement
- ☒ Property survey/legal description (required only if request does not include the entire tax parcel) in both hard copy and digital to the FTP website in Word format. *Note: All legal descriptions are to contain references to inorganic monuments, and that all starting references on surveys or legal descriptions describe a course and distance from either the closest NCGS monument or Town of Holly Springs monument, regardless of the distance thereto.*
- ☒ Affidavit of Owner's Consent (if required)
- ☒ Waiver Request Forms (if being requested in conjunction with Zoning Map Change Petition)

Comprehensive Plan Amendment:

The following items must be submitted with the Petition for Comprehensive Plan Amendment to be deemed a complete submittal:

- ☐ Vicinity Map
- ☐ Petition Form
- ☐ Processing Fees (make check payable to: Town of Holly Springs)
- ☐ Statement of Comprehensive Plan Future Land Use Plan Compatibility
- ☐ Property survey/legal description (required only if request does not include the entire tax parcel) in both hard copy and digital to the FTP website in Word format. *Note: All legal descriptions are to contain references to inorganic monuments, and that all starting references on surveys or legal descriptions describe a course and distance from either the closest NCGS monument or Town of Holly Springs monument, regardless of the distance thereto.*

UDO Text Amendment:

The following items must be submitted with the Petition for UDO Text Amendment to be deemed a complete submittal:

- ☐ Petition Form
- ☐ Processing Fees (make check payable to: Town of Holly Springs)
- ☐ Statement of Justification including:
 - ☐ Existing UDO language
 - ☐ Proposed UDO language (**bold** additions to the text and ~~strikethrough~~ text to be removed)
 - ☐ Justification for the amendment

Submittal Specifications:

Statement of Zoning Compatibility: (Zoning Map Change)

A written statement that includes a description of the proposed area for zoning map change and its relationship to the surrounding land uses and zoning; the compatibility of the request with the Vision Holly Springs: Town of Holly Springs Comprehensive Plan, Future Land Use Plan and associated objectives; and any other supporting information regarding the request. The statement must provide evidence, not hearsay, on how the current zoning is not the highest and best use for the property and that the proposed zoning is the highest and best use for the property.

Statement of Comprehensive Plan Future Land Use Plan Compatibility: (Land Use Plan Amendment)

A written statement that includes a description of the proposed area for land use designation modification and its relationship to the surrounding future and existing land uses; the compatibility of the request with the vision, intent and goal of Vision Holly Springs: Town of Holly Springs Comprehensive Plan, Future Land Use Plan and associated objectives; and any other supporting information regarding the request. The statement must provide evidence on how the current land use designation is not the highest and best use for the property and

that the proposed designation would result in a land use pattern that will enhance the quality of life and its appropriateness to the Town's growth and development.

Traffic Impact Analysis:

A Traffic Impact Analysis (TIA) may be required to verify that there are adequate transportation facilities for the proposed development. This report must be submitted, reviewed, and approved prior to the project being scheduled for review by the Planning Board and Town Council.

Affidavit of Owner Notification:

If the Applicant for the proposed Zoning Map Change (either General Use or Conditional Use) is not the property owner, in accordance with NCGS § 160A-384, the Applicant shall certify to the Town Council that all record owners of the property as shown on the Wake County tax listing has received actual notice of the proposed Zoning Map Change request and a copy of the notice of public hearing. The person(s) mailing such notices required to provide this notice shall certify to the Town Council that proper notice has been provided.

Property Survey/Legal Description:

If the proposed Zoning Map Change Petition is only for a portion of an existing parcel of land, a recent property survey map (not exceeding 24" X 36") and written metes and bounds description of the area to be considered for Zoning Map Change is to accompany the Petition at time of submittal in both a hard copy and digital (Word) version. All legal descriptions are to contain references to inorganic monuments, and that all starting references on surveys or legal descriptions describe a course and distance from either the closest NCGS monument or Town of Holly Springs monument, regardless of the distance thereto.

Conditional Use Permit Restriction Statement:

In accordance with UDO Section 9.07 Conditional Use Districts and Conditional Use Permits and UDO Exhibit "A" Conditional Use Permit, each petition for a zoning map change to a conditional use district shall be accompanied by a written statement, signed by the owner of the parcel of property, which shall detail the additional use or development standard restrictions offered. Such additional development standard restrictions must be greater or more restrictive than the Town's zoning regulations. In accordance with NCGS § 160A-382, conditions and site-specific standards imposed shall be limited to those that address the conformance of the development and use of the site to town ordinances and the Vision Holly Springs: Town of Holly Springs Comprehensive Plan, Future Land Use Plan and those that address the impacts reasonably expected to be generated by the development or the use of the site.

Affidavit of Owner's Consent:

If the proposed Zoning Map Change Petition is for a Conditional Use District and/or Conditional Use Permit, all record owners of the property (i.e. both husband and wife; if the record owner is deceased, then applicant shall provide a title opinion written by a licensed attorney indicating all owners of the property, with an affidavit from each owner) as shown on the Wake County tax listings must sign the Petition and the Conditional Use Permit. If the Property Owner(s) are granting authority to a designated agent, an Affidavit of Owner's Consent must accompany the Petition at time of submittal.

Neighborhood Meeting:

Before a public hearing is held on the Petition, the Petitioner must hold at least one (1) neighborhood meeting and submit to the Department of Planning & Zoning a written report of the neighborhood meeting. The purpose of the neighborhood meeting is to educate neighbors about the proposed Petition, to receive neighborhood comments, and to address concerns about the Petition. At least one neighborhood meeting shall be scheduled and held by the Petitioner or Petitioner's Agent.

The neighborhood meeting shall be held at a place and time that is generally accessible to those property owners who will be notified of the Public Hearing as specified in the Development Procedures Manual Section 1.02. The neighborhood meeting shall not be held prior to the Concept Meeting for the submittal of the Development Petition or less than 15 days prior to the Public Hearing.

A minimum of fourteen (14) days prior to the scheduled Public Hearing on the Petition, the Petitioner shall submit a report about the Neighborhood Meeting(s) to the Department of Planning & Zoning. The report will be forwarded by the Department of Planning & Zoning to the Town Council as part of the agenda item.

Waivers:

According to the Unified Development Ordinance, certain waivers of specific development requirements may be requested at time of consideration of a Zoning Map Change Petition as follows:

- Waiver of Architectural and Site Design Requirements for the Town Village (TV) District (UDO Section 3.02, D.),
- Waiver of Architectural and Site Design Requirements for the Commercial/Mixed Use Districts (UDO Section 3.08, C.),
- Waiver of Architectural and Site Design Requirements for the Industrial Districts (UDO Section 4.05, C.),
- Waiver of Sign Regulations (UDO Section 7.03, H.), and
- Waiver of Pedestrian Circulation and Vehicular Area Design Requirements (UDO Section 7.09, C.)

If any such waivers are being requested as part of a Petition for Zoning Map Change, a separate Waiver Request form must be submitted for each waiver requested. See UDO Waiver Request Packet for additional information.



Town of Holly Springs

128 S. Main Street
P.O. Box 8
Holly Springs, NC 27540

Department of Planning & Zoning
919.557.3908
www.hollyspringsnc.us/planning

Department of Engineering
919.557.3938
www.hollyspringsnc.us/engineering

Department of Parks & Recreation
919.557.3930
www.hollyspringsnc.us/parks

PLAN CONSISTENCY STATEMENT



Describe how the proposed Zone Map Change request is consistent or supported by the objectives and policies of *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* and how it is inconsistent with the Plan.

You must respond to each section; please type or print legibly in blue or black ink

Project Information:

Project Name: Norris Crossing

Proposed Zoning District: R10: Residential Conditional Zoning

Proposed Land Use/Density: Residential Neighborhood, 2.33 dwelling units/acre

Future Land Use Plan Map Designation: Residential Neighborhood (RN)

Future Land Use Plan Designation Land Use/Density: No change

For DPZ Use only

Project # _____

Date Received:

Plan Consistency Statement:

In accordance with NCGS §160A-383 prior to adopting or rejecting any zoning amendment, the Town Council shall adopt a statement of zoning consistency or inconsistency. Please include as much detailed information about the proposed zoning change and developer offered conditions (if any) or unique conditions associated with this request that support the Town's comprehensive plan objectives and/or policies and why the proposed zoning change is reasonable and in the public interest. If the proposed zoning amendment is not in compliance with the comprehensive plan, the Town Council is required to determine why the proposed zoning change is reasonable and in the public interest if approved. Please provide detailed documentation to assist the Council in making their determination. *Attach Additional Sheets as needed*

Petitioner's Response	Staff's Evaluation
Executive Summary See attached Plan Consistency Summary document attached	☐ Agree ☐ Disagree
Section 1: Future Land Use & Community Character	☐ Agree ☐ Disagree
Section 2: Transportation / Comprehensive Transportation Plan	☐ Agree ☐ Disagree

Section 3: Parks, Recreation & Open Space/Beyond the Green: A Parks & Recreation Master Plan	☐ Agree ☐ Disagree
Section 4: Community Facilities	☐ Agree ☐ Disagree
Section 5: Infrastructure and Utilities	☐ Agree ☐ Disagree
Section 8: Natural Resources	☐ Agree ☐ Disagree

Plan Consistency Response Prepared by:

Preparer's Signature(s)

Date

Zoning Consistency Statement

Norris Crossing Subdivision – Avent Ferry Road
Holly Springs, North Carolina

Project Information:

Project Name:	Norris Crossing
Proposed Zoning District:	R10 – Residential Conditional Zoning
Zoning Maximum Land Use/Density (gross)	3.25 du/acre
Proposed Maximum Land Use/Density (gross)	2.33 du/acre
Maximum Proposed Lots:	173 dwelling units
** land use density is capped to match the R-10 Conditional Zoning design standards	
Future Land Use Map Designation:	Residential Neighborhood (RN)
Property Assembly:	74.41 acres

Plan Consistency Statement:

In accordance with NCGS § 160A-383 prior to adopting or rejecting any zoning amendment, the Town Council shall adopt a statement of zoning consistency or inconsistency. Please include as much detailed information about the proposed zoning change and developer offered conditions (if any) or unique conditions associated with this request that support the Town's Comprehensive Plan objectives and/or policies and why the proposed zoning change is reasonable and in the public interest. If the proposed zoning amendment is not in compliance with the comprehensive plan, the Town Council is required to determine why the proposed zoning change is reasonable and in the public interest if approved. Please provide detailed documentation to assist the Council in making their determination.

Executive Summary:

With the western expansion of the Town of Holly Springs, several new residential developments are in various stages of design and development in this area. The Town's "Vision Holly Springs Comprehensive Plan" has designated the subject area within Norris Crossing as a "Place to Enhance" with a "Residential Neighborhood (RN)" land use designation. The RN character area is identified as one type of housing – single family detached – located on varying lot sizes. The Norris Crossing concept contributes to the Town's goals through the design of single-family residential homes similar to Stonemont and Mills @ Avent Ferry (aka Union Ridge) while providing smaller internal lots and larger perimeter lots within a walkable, connected community. The Norris Crossing assembly has a number of existing street stubs which will be extended from adjacent developments for the overall character identified within the Comprehensive Plan. The various connections create blurred lines between previously isolated residential developments. The interconnectivity to surrounding developments and extensive frontage along Avent Ferry Road provide significant traveling options within Norris Crossing and the surrounding developments while still preserving the environmentally sensitive areas onsite. Perimeter buffers, stream buffers and open space preservation create a project that is interesting and will contribute to the overall character of western Holly Springs.

The underlying goal of Norris Crossing is to blend in with the surrounding developments so the transition is not known to the average homebuyer and Holly Springs resident.

The Comprehensive Plan identifies specific goals for RN districts. These goals are addressed within various response sections within the Zoning Consistency Statement provided.

Section 1: Future Land Use & Community Character

Future Land Use:

Norris Crossing is proposing to follow the Comprehensive Plan through the design and development of single-family detached residential homes on different lot sizes for existing and future Holly Springs residents. The *“pedestrian-scale blocks and a grid street network support a well-connected, cohesive community”* is a common theme within the residential development sections of the Comprehensive Plan. The connectivity between Norris Crossing and surrounding developments is evident with the zoning conditions and commitments. Some of these commitments within the Residential Neighborhood (RN) district include:

- sidewalk on both sides of the internal roadway network;
- a sidepath along Avent Ferry Road connecting Stonemont to the Mills @ Avent Ferry, creating a continuous 4,200 LF sidewalk along Avent Ferry Road;
- sidewalk connections to four (4) existing stub streets and a future connection in the southwest corner of the property (likely to be completed by others by the time Norris Crossing is under construction); and
- greenway easements along the existing sewer easement which bifurcates the properties (final routing of the greenway will be coordinated with Parks & Recreation staff)
- pedestrian connectivity within the development through Open Space areas

The proposed zoning for the development is R-10 Conditional Zoning with the project capping the gross density under the R-10 zoning district which is 3.25 dwelling units/acre or 241 lots (Holly Springs UDO Section 2.04). The density cap for this project goes even further with a ceiling of 2.33 dwelling units/acre or a maximum of 173 dwelling units. This is a commitment to continue the R-10 zoning standards from adjacent developments while allowing for the varied lot size and home choices through the Development Option standards. The context of the area is clearly residential and Norris Crossing looks to expand upon the success with property which has been passed over by other developments.

Community Character:

Every project should contribute to the sense of community and create its own identity. Norris Crossing is no different although wedged between two existing subdivisions. Community and identity will be a focus to establish the goals for the Comprehensive Plan as stated within the RN district standards through the use of Development Options available within UDO Section 2.09). Comprehensive Plan statement from the RN district:

“Lot width and depth is variable, with larger lots near the edges of the neighborhood and smaller lots near the center, creating a mix of densities throughout the neighborhood”.

This mix of product types, architectural standards, lot sizes, setback standards, block lengths, open space and active recreation areas will create a project which is different than the surrounding projects but still fits within the context of the area. With the proposed interconnectivity of streets and pedestrian paths, the project will provide a sense of place that will only enhance the community feel of Norris Crossing, Stonemont, the Mills @ Avent Ferry and future developments in the area. The project currently proposes to have multiple lot sizes to transition from adjacent developments and to provide the mix of product types identified within the Comprehensive Plan. This lot mix consists of width and depth lot adjustments with no lots being less than 60' wide and providing equivalent lot sizes adjacent to the existing residential developments, including the Mills @ Avent Ferry and Stonemont developments. This mix creates the interest for first-time home buyers, move-up buyers, and retirees.

Section 2: Transportation / Comprehensive Transportation Plan

The mitigation of traffic produced by Norris Crossing and the maintenance of adequate transportation facilities is a tenet highlighted throughout the Comprehensive Transportation Plan. The Traffic Impact Analysis' Memorandum of Understanding (MOU) identifies the intersections which are part of the analysis for the Norris Crossing site. The intersections studied, frontage improvements and additional monitoring within the TIA will provide various stages of transportation mitigation.

While vehicular traffic is a focus of the TIA, there are also multi-modal transportation systems that will be evaluated with Norris Crossing. These systems include items such as sidewalks within the development; pedestrian crossings; active and passive open space preservation; connections to surrounding neighborhoods; extension of existing street stubs to surrounding properties; the Parks & Recreation Master Plan for greenway and sidepath development; bicycle facilities with wider lanes along Avent Ferry Road; and Avent Ferry frontage widening to prepare for the future vehicular corridor improvements.

Section 3: Parks, Recreation & Open Space/Beyond the Green: Parks & Recreation Master Plan

The Parks & Recreation Master Plan is used to identify critical open space, active and passive recreation, and provide opportunities to the residents. The goals stated in the plan for the connection to existing facilities and the creation of new opportunities is being implemented throughout the Norris Crossing project. The stream which bifurcates the property, along with various fingers on the eastern and western portion of the stream, provide significant environmental resources for protection of water quality and natural habitat within the boundary of the project and identifies a greenway alignment connecting surrounding developments. The Master Plan states:

“Areas should include a comprehensive and connected network of open space through the site to accommodate small parks, gathering spaces, and community gardens; preserve large tree stands; and help manage stormwater run-off.”

With the development of Norris Crossing, a web of sidewalks, sidepaths, and greenways will provide access to a minimum of three (3) active and/or passive recreation areas, protected view corridors, natural habitat as well as surrounding developments which offer similar features. Norris

Crossing provides significant protection and access to these areas for existing and future Holly Springs residents.

Section 4: Community Facilities

Community facilities may include any Town, State or Federal facility along with private retail, health care and service providers assisting residents. Public facilities may include Police, Fire, EMS, Town Hall, schools, libraries, parks and greenways. By identifying community facilities in the area, future residents will be able to make informed decisions which directly impact every family. Norris Crossing will achieve the goal of providing or connecting to existing and future Community Facilities including facilities located along Avent Ferry Road within close proximity to the site. Some of these facilities include:

- WCPSS educational facilities located at Cass Holt Road including Holly Springs High School, Holly Ridge Middle and Elementary schools;
- Holly Springs' Fire Station #2 located at Logging Road;
- Holly Springs' future park at 5401 Cass Holt Road;
- Greenways within the site and adjacent developments;
- Sidepath along Avent Ferry Road.

Norris Crossing is located in a growing part of Holly Springs where Community Facilities will continue to develop as Holly Springs continues its western expansion.

Section 5: Infrastructure and Utilities.

The second portion of Community Facilities includes water, sewer, stormwater, roads and greenways that enhance the lives of the residents of Holly Springs. Holly Springs has been planning for years each of the infrastructure and utility needs along the Avent Ferry corridor. Water line infrastructure is in place along Avent Ferry Road while an agreement is in place with Harnett County to provide water from the Cape Fear River to Holly Springs for years to come. The existing Water Reclamation Facility (Utle Creek) is permitted by the State of North Carolina to treat up to 8.0 MGD. While currently treating less than 3.0 MGD, Utle Creek WRF has a capacity of 6.0 MGD today. Pump stations along the Avent Ferry Road corridor which will accept effluent from the basin are currently under construction (Avent Ferry Road pump station) or have sufficient capacity to accept flow for the Norris Crossing project.

Stormwater treatment has been a key component with every development in and around Holly Springs for years and Norris Crossing is no different. The project will meet the water quality and quantity requirements established by NC-DEQ and the Town of Holly Springs including post development runoff controls and treatment of the "first flush" 1" storm for water quality control.

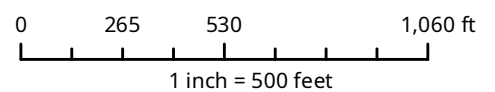
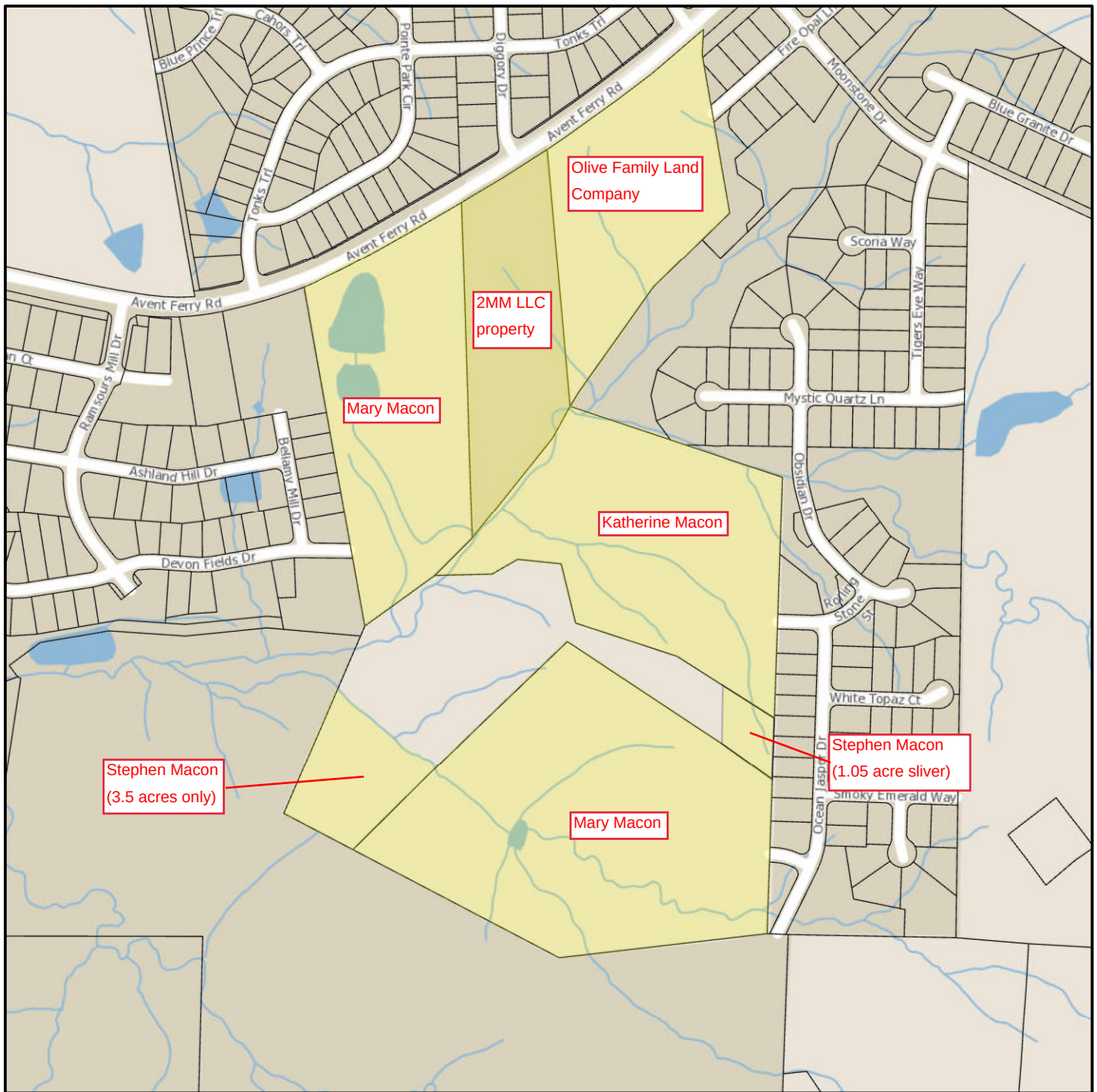
"Dry utilities" including gas, electric, telephone and cable systems are readily available along the Avent Ferry Road frontage and through adjacent residential developments and stub streets. Norris Crossing will coordinate with the appropriate utility providers to extend services into the site. Expansion improves the services for outlying portions to Holly Springs and the Avent Ferry corridor is a prime example of the expansion of services.

Section 8: Natural Resources

With an eye on balancing development and preservation, the project will follow the Town's guidelines for both. There are significant environmental features where minimization and avoidance techniques will be paramount in the designs. To meet requirements established by the Town, State and Federal review agencies, various studies and on-site evaluations will be conducted to determine the critical areas on the site and how to avoid these areas. Where impacts are necessary, the disturbance will be minimized and the impact during construction mitigated through erosion and sediment control measures, impact mitigation fees and on-site inspections during construction.

The Town also requires a certain percentage of tree preservation within any project. Norris Crossing has identified significant areas within the boundary of the project for preservation and will further study these areas for protected trees (size and/or species) and delineate these areas. By avoiding and preserving the on-site natural resources, Norris Crossing will create a balance between development and preservation the residents will be aware of daily.

Norris Crossing will meet the Vision Holly Springs Comprehensive Plan for the Residential Neighborhood project. The residential concept will welcome existing and future Holly Springs homeowners within a highly desirable, walkable neighborhood in a vibrant community.



Disclaimer

*iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.*

NEIGHBORHOOD MEETING REPORT



A minimum of fourteen (14) days prior to the scheduled Public Hearing on the Petition, the Petitioner shall submit a report about the Neighborhood Meeting(s) to the Department of Planning & Zoning.

☒ Neighborhood Meeting Date: February 11, 2021
Time: 5:30 pm
Location: ZOOM meeting

For DPZ Use only

Project # _____

Date Received: _____

Notification of Owners:

1. The Petitioner or Petitioner's Agent shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the Petition, owner of land abutting that parcel(s) of land, any homeowners association or property owners association that represents any parcels within that area as shown on the county tax listings and to the Town of Holly Springs Department of Planning & Zoning.
2. The Notice shall include the date, time, and location of the Neighborhood Meeting; the name of the Petitioner; the location of the proposed request (address, tax property identification number, or metes and bounds description); and an explanation of the nature of the request.
3. The Notice shall be deposited in the mail not less than ten (10) days nor more than 25 days before the date of the Neighborhood Meeting.

☐ Complete ☐ Incomplete

☒ Date of Notification Mailing: January 22, 2021

Conduct of Meetings:

At the Neighborhood Meeting, the Petitioner shall explain the proposal and petition, answer any questions, respond to concerns neighbors have about the petition and proposed resolutions to these concerns. Town Staff will not attend the Neighborhood Meeting.

Summary of Issues:

See attached neighborhood meeting report.

Attach Additional Sheets as needed

Changes made to the Petition by the Petitioner as a result of the meeting:

At this time, there have been no changes to the zoning application. A number of points within the sketch plan and layout are being reviewed for modifications prior to a Development Plan/Site Plan submittal.

Attach Additional Sheets as needed

Additional attachments required for the report:

- ☒ A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
- ☒ A copy of the signed attendance list that includes names and addresses of those in attendance.

Neighborhood Meeting Report Prepared by:

Preparer's Signature(s)

Date

February 12, 2021



NOTICE OF NEIGHBORHOOD MEETING

January 22, 2021

Dear Neighbor,

You are invited to a neighborhood meeting to review and discuss the rezoning proposal at:

<u>OWNER</u>	<u>ADDRESS</u>	<u>PIN</u>
1 Mary Hare Macon	2221 Avent Ferry Rd, Holly Springs, NC 27540	0638-71-6449
2 2MM LLC	2205 Avent Ferry Rd, Holly Springs, NC 27540	0638-81-0828
3 Olive Family Land Company LLC	2129 Avent Ferry Rd, Holly Springs, NC 27540	0638-82-4248
4 Katherine Johnson Macon	2209 Avent Ferry Rd, Holly Springs, NC 27540	0638-81-4177
5 Mary Hare Macon	2225 Avent Ferry Rd, Holly Springs, NC 27540	0638-80-2381
6 Stephen C Macon	2305 Avent Ferry Rd, Holly Springs, NC 27540	0638-70-7772

*The numbers located before the owner's names correspond to the parcels located on the map attached to the second sheet of this letter.

In accordance with the Town of Holly Springs Neighborhood Meeting Procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before a public hearing is held on the petition to rezone. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project.

Description of Proposal:

Meeting being held via Zoom, see link below. Purpose of meeting is to inform the neighbors of the properties to be rezoned. The purpose of the rezoning is to change the zoning designation to Residential Single Family (R-8 Residential Conditional Use). Also to allow a density of 3.25 dwelling units per acre.

<https://us02web.zoom.us/j/81652146181?pwd=ZGFoTjJ1UnRnSGdKRzZNei9NMjZz09>

Meeting Information

Property Owners Names:	See Above
Applicants:	Foxfield Land Properties, Kurt Burger
Contact Information:	Jeff Roach, jroach@peakengineering.com, (919) 439-0100
Meeting Address:	Zoom Link
Date of Meeting:	February 11, 2021
Time of Meeting:	5:30 PM -

Meeting Agenda Times

Welcome: 5:30 Project Presentation: 5:40 Question & Answer: 5:55 -

Due to COVID-19, the neighborhood meeting will be held virtually, via Zoom. If you have any questions, please email or call Jeff Roach at jroach@peakengineering.com or (919) 439-0100.

2MM LLC
109 OXYARD WAY
CARY NC 27519-7327

GBOLABO & MOYINOLUWA ADETUNJI
100 OCEAN JASPER DR
HOLLY SPRINGS NC 27540-6749

RICHARD & STEPHANIE ANTHONY
117 MYSTIC QUARTZ LN
HOLLY SPRINGS NC 27540-6460

JOE & ANZHELIKA BAAKLINI
413 FIRE OPAL LN
HOLLY SPRINGS NC 27540-6451

JOHANNA MARIA BACHMANN LIVING
TRUST
105 TONKS TRL
HOLLY SPRINGS NC 27540-8281

MATTHEW K & SHANNON BARKER
253 POINTE PARK CIR
HOLLY SPRINGS NC 27540-6433

MATTHEW BLAIR & REBEKAH
LAVENDER
304 OCEAN JASPER DR
HOLLY SPRINGS NC 27540-6482

ADAM & AMBER BOGER
237 POINTE PARK CIR
HOLLY SPRINGS NC 27540-6433

SHANE R & CHRISTA M BOWIE
213 POINTE PARK CIR
HOLLY SPRINGS NC 27540-6433

CATATLANTIC GROUP, INC
6701 CARMEL RD STE 425
CHARLOTTE NC 28226-0203

HARVEY DAYTON III & BETHANN CARY
209 BELLAMY MILL DR
HOLLY SPRINGS NC 27540-6469

WAYNE E & JANICE J COEBURN
105 DIGGORY DR
HOLLY SPRINGS NC 27540-6406

RENATA & MARCELO DE MELLO
300 OCEAN JASPER DR
HOLLY SPRINGS NC 27540-6482

DE, HAAS DAVID P
109 MYSTIC QUARTZ LN
HOLLY SPRINGS NC 27540-6460

MICHAEL & EMILY FAHRINGER
409 FIRE OPAL LN
HOLLY SPRINGS NC 27540-6451

MICHAEL JOSEPH JR & SHAHEEN
AHMAD FEDEWA
213 OBSIDIAN DR
HOLLY SPRINGS NC 27540-6480

JEFFREY & SARAH FERGUSON
233 POINTE PARK CIR
HOLLY SPRINGS NC 27540-6433

TONYA B FERRELL
229 POINTE PARK CIR
HOLLY SPRINGS NC 27540-6433

PHILIP & SUSAN FOTE
101 TONKS TRL
HOLLY SPRINGS NC 27540-8281

ALFRED GALLAGHER & KAREN
RODRIGUEZ
101 LONG BOTTOM TRL
HOLLY SPRINGS NC 27540-8275

DON JR & SLOAN BARNES GARNER
104 OCEAN JASPER DR
HOLLY SPRINGS NC 27540-6479

ANGELA & ADAM HAUT
100 MYSTIC QUARTZ LN
HOLLY SPRINGS NC 27540-6460

TODD & WENDY GOODWIN
216 DEVON FIELDS DR
HOLLY SPRINGS NC 27540-6465

JOHNATHAN & JENNY HAROL
404 FIRE OPAL LN
HOLLY SPRINGS NC 27540-6451

GREGORY HAYES & JACQUETTE VEALS
208 OCEAN JASPER DR
HOLLY SPRINGS NC 27540-6481

DANIEL & STACIA HICKS
313 BELLAMY MILL DR
HOLLY SPRINGS NC 27540-6470

HOLLY POINTE HOMEOWNERS ASSN,
INC
PO BOX 97243
RALEIGH NC 27624-7243

HOLLY POINTE LLC
3056 GRANVILLE DR
RALEIGH NC 27609-6918

MARY C HOLT
6116 CASS HOLT RD
HOLLY SPRINGS NC 27540-9758

HPA US1 LLC
120 S RIVERSIDE PLZ STE 2000
CHICAGO IL 60606-6995

SHEKHAR & ARCHANA JOSHI
108 OCEAN JASPER DR
HOLLY SPRINGS NC 27540-6479

ANTOINE & KAREN JOHNSON
412 FIRE OPAL LN
HOLLY SPRINGS NC 27540-6451

TARA-ANNE JOHNSON & JOHN COHEN
200 ROLLING STONE ST
HOLLY SPRINGS NC 27540-6478

THE MILLS AT AVENT FERRY
HOMEOWNERS ASSOC INC
3716 NATIONAL DR STE 105
RALEIGH NC 27612-4863

JUSTIN & CHRISTA RAE LISO
101 MYSTIC QUARTZ LN
HOLLY SPRINGS NC 27540-6460

LENNAR CAROLINA LLC
TROY J GEROGE
1100 PERIMETER PARK DR STE 112
MORRIZVILLE NC 27560-9119

JASON & TRACY LEWIS
309 BELLAMY MILL DR
HOLLY SPRINGS NC 27540-6470

SUDHA & SITARAM LINGAM
408 FIRE OPAL LN
HOLLY SPRINGS NC 27540-6451

MARI ELLEN & JOOST LOIJENS
301 BELLAMY MILL DR
HOLLY SPRINGS NC 27540-6470

KATHERINA JOHNSON MACON
PO BOX 370
ATLANTIC BEACH NC 28512-0370

MARY HARE MACON
2221 AVENT FERRY RD
HOLLY SPRING NC 27540-8425

MARY HARE MACON
315 BROOK LN
NEWPORT NC 28570-6505

STEPHEN C MACON
2305 AVENT FERRY RD
HOLLY SPRING NC 27540-8941

CHAMIA MAKER
100 ASHLAND HILL DR
HOLLY SPRING NC 27540-6468

JEFFREY & LORI MARTIN
104 MYSTIC QUARTZ LN
HOLLY SPRING NC 27540-6460

JOSE & CASEY MARTINEZ
249 POINTE PARK CIR
HOLLY SPRING NC 27540-6433

COLIN & LEIGH MCNAUGHTON
257 POINT PARK CIR
HOLLY SPRING NC 27540-6433

JOSEPH E JR & SARA ELLEN MULLEN
216 OCEAN JASPER DR
HOLLY SPRING NC 27540-6481

SCOTT & LISA MEIER
121 TONKS TRL
HOLLY SPRING NC 27540-8281

ARTHER OSMAN FLEW & CHARLOTTE
FLEW
201 MYSTIC QUARTZ LN
HOLLY SPRING NC 27540-6461

OLIVE FAMILY LAND COMPANY LLC
8916 BARKER RD
NEW HILL NC 27562-9786

BRIAN & KELLY OTEN
305 BELLAMY MILL DR
HOLLY SPRING NC 27540-6470

PALMETTO RESIDENTIAL RENTALS LLC
441 WESTERN LN
IRMO SC 29063-9230

KUMAR PALANIANDY & JAYANTHIE
KUMAR
200 OCEAN JASPER DR
HOLLY SPRING NC 27540-6481

MICHAEL & ANGELA PEACH
225 POINTE PARK CIR
HOLLY SPRING NC 27540-6433

SCOTT & KAREN PUCEK
109 TONKS TRL
HOLLY SPRING NC 27540-8281

NICHOLAS & MICHELLE REICHEL
241 POINTE PARK CIR
HOLLY SPRING NC 27540-6433

DAVID & TARA PARKER
117 TONKS TRL
HOLLY SPRING NC 27540-8281

BRUNA & RAFAEL RENOVATO
212 OCEAN JASPER DR
HOLLY SPRING NC 27540-6481

JEFFREY & JULIE RESES
113 TONK TRL
HOLLY SPRING NC 27540-8281

MICHAEL & REBECCA RITTER
213 BELLAMY MILL DR
HOLLY SPRING NC 27540-6469

ANDRES & TAMMY ROJAS
245 POINTE PARK CIR
HOLLY SPRING NC 27540-6433

MARIA SACCENDE & FREDERICK
KIRSCHBAUM
101 DIGGORY DR
HOLLY SPRING NC 27540-6406

PATRICIA SANDERSON
217 POINTE PARK CIR
HOLLY SPRING NC 27540-6433

JAMES & ANTIONEN SCOTT
221 POINTE PARK CIR
HOLLY SPRING NC 27540-6433

RICHARD & CYNTHIA SHADY
104 DIGGORY DR
HOLLY SPRING NC 27540-6405

JUAN & JESSIE SCHAAR
113 MYSTIC QUARTZ LN
HOLLY SPRING NC 27540-6460

DANIEL & LYNNE SHARP
105 MYSTIC QUARTZ LN
HOLLY SPRING NC 27540-6460

STONEMONT OWNERS ASSOCIATION INC
CHARLESTON MANAGEMENT CORPORATION
812 SALEM WOODS DR STE 202
RALEIGH NC 27615-3346

VARINA SUBRAMAYA & SATISH
MOORTHY
204 OCEAN JASPER DR
HOLLY SPRING NC 27540-6481

PATRICK & SAMANTHA VEREB
101 ASHLAND HILL DR
HOLLY SPRING NC 27540-6468

TADASHI & KELLY TAKEDA
2160 AVENT FERRY DR
HOLLY SPRING NC 27540-8437

WESLEY VAUX
405 FIRE OPAL LN
HOLLY SPRING NC 27540-6451

QUINN YAO
109 DIGGORY DR
HOLLY SPRING NC 27540-6406

HOLLY SPRINGS DEVELOPMENT SERVICES
P.O. BOX 8
HOLLY SPRINGS, NC 27540

NORRIS CROSSING

NEIGHBORHOOD MEETING REPORT

The Norris Crossing Neighborhood meeting was hosted by Jeff Roach of Peak Engineering & Design on Thursday, February 11, 2021 at 5:30 pm through a ZOOM meeting. Mr. Roach presented on behalf of Foxfield Land Partners and the property owners. The list of residents attending the meeting is included with the report.

Agenda:

5:30 A brief introduction was made.

5:35 Zoom information was provided – including a request to provide questions in writing through the chat box...or in person as appropriate

5:40 --- A presentation of the project was made including the Wake GIS website (for property identification), a Google Earth image and finally a copy of Sketch Plan 5 with the overall development shown for discussions.

Discussions continued until all questions were answer and the meeting was ended. Contact information for Peak Engineering & Design was provide in the mailing along with the virtual meeting. Following is a summary of questions form the attendees:

Questions received through the CHAT BOX on ZOOM:

From Brian Oten to Everyone: 05:38 PM

Can you please explain what the R-10 standard is?

- *Specific UDO standards related to density, setbacks, open space, lot sizes, etc. Then discuss the proposed R-8 CZ request and how they are going to mimic the R-10 residential standards through specific zoning conditions.*

From Marcelo De Mello to Everyone: 05:39 PM

Are the participants going to receive an agenda/minutes from this meeting?

- *Peak agreed to provide a copy of the summary to those that registered for the ZOOM meeting.*

From Wayne Coeburn to Everyone: 05:41 PM

how many homes are planned?

- *The zoning permits up to 208 dwelling units (as noted in the zoning conditions). The sketch plan that was provided has less than 208 dwelling units based upon topography, buffers, wetlands, access and other items which will impact the design and development.*

From Brian Oten to Everyone: 05:41 PM

Will there be a landscape buffer between the communities, particularly the western edge of the development and the Mills?

- *There will be buffers around the perimeter of the project. The buffer along the Mills @ Avent Ferry is being evaluated for existing vegetation or replanting that is needed.*

From Marcelo De Mello to Everyone: 05:41 PM

What is the total acreage of land rezone?

- *The total acreage for the rezoning is 74.41 acres*
- *I was incorrect and stated ~77 acres at the meeting (sorry for any confusion on my part)*

From Wayne Coeburn to Everyone: 05:43 PM

How will the intersection at Diggory be designed?

- *Norris Crossing is proposing a westbound left turn lane into the new development; striping for a left turn for eastbound Avent Ferry traffic into Holly Pointe; and an eastbound right turn into Norris Crossing. This along with a number of additional Transportation Master Plan requirements, significant improvements will be provided along Avent Ferry Road.*

Follow up question concerning the right-in/right-out at Bellamy Mill Drive and why that is like that? Would Diggory Drive be able to cross-over Avent Ferry Road?

- *An explanation was given as to why the right-in/right-out was likely required – spacing from Ramsours Mill Drive. Based upon our discussion with NCDOT, a full access at the Norris Crossing entrance would be supported by NCDOT and the Town of Holly Springs staff.*

From Marcelo De Mello to Everyone: 05:44 PM

What is the current timeline to get the town approval and when the development will start?

- *Engineering design approval – assuming zoning approval – would like be around the start of 2021. Construction cannot start until all Town, NCDOT and other permits are obtained.*

On your plot, could you zoom-in so we can take a look on the tree buffer?

- *The sketch plan was blown up and we went on a tour of the current layout for the site.*

On your plot, is that sketch public already?

- *This sketch is not public. We are using this in discussions with the neighbors, staff, Town Council, builders, development partners, and consultants.*

From Don Garner to Everyone: 05:45 PM

single family homes or townhomes?

- *All single family detached homes are proposed within the development.*

From Brian Oten to Everyone: 05:46 PM

It sounds like there is no answer at this time.

- *This was about the above Townhomes vs Single family question. It was answer – just not right away.*

From Adam M to Everyone: 05:46 PM

Will the builder fund any of the road changes/improvements in front of the neighborhood?

- *Yes. The builder is required to provide all improvements committed to within the TIA and to construction or pay a fee in lieu for improvements along the frontage as shown within the Transportation Master Plan.*

From Brian Oten to Everyone: 05:47 PM

Holly Springs is seeking the title of Tree City USA. Are there any courses of action we can take to ensure standing mature trees are left as wildlife/forest buffer between communities?

- *As part of the Development Plan/Site Plan, the existing vegetation is evaluated for possible preservation. If the appropriate species, size and location of trees are identified, a preservation/avoidance plan is part of the project submittals. The Landscape Architect and Forester evaluate the site and provide recommendations at the appropriate time.*

From Ellie Loijens to Me: (Privately) 05:51 PM

Will the rezoning impact the current private shooting range?

- *It will not. That is on the Steven Macon property and as private property within Wake County's jurisdiction, the development will not have any impact on the range.*

From Adam M to Everyone: 05:52 PM

Will there be a sidewalk added to the front of the neighborhood?

- *Yes – across the property frontage as required within the Transportation Master Plan.*

From Marcelo De Mello to Everyone: 05:54 PM

Have any builder already mentioned interested in the area? If yes, can we know who they are?

- *There are a number interested. They are waiting for the zoning to determine how and when/if to move forward with the buyer.*

From Wayne Coeburn to Everyone: 05:57 PM

Will there be a pool or rec area and where is it located if so?

- *A location is current set aside for a possible amenity area. The final builder selection will determine the size and shape of the facility (if constructed).*

Will the traffic coming from HOLLY Springs and turning right into Diggory still have the turning lane that currently exists? Or will traffic be closer to the Holly Point homes on Avent Ferry?

- *That is unknown at this time. The existing striping and pavement will be surveyed and a roadway improvements plan provided to NCDOT and Town staff during Site Plan reviews.*

From Don Garner to Everyone: 05:59 PM

how many BMPs/ponds for storm water runoff?

- *At present, there are size (6) ponds proposed throughout the development. That could increase or decrease as the project moves beyond sketch plans.*

From Marcelo De Mello to Everyone: 06:02 PM

I know you mentioned that you would pull again the sketch, then when you do, could you please elaborate on the green path you mentioned earlier?

- *Related to the "GREEN BELT", that is something that is within the Development Option standards. We are working with staff on the sketch and will be back for a concept meeting with staff after the zoning is completed (assuming it is a positive reception from Council).*

From Adam M to Everyone: 06:02 PM

Will the pond be removed on the current Macon property?

- *The existing farm pond will be removed prior to construction on the property.*

From Brian Oten to Everyone: 06:06 PM

Is that a plan for a house next to the pool in the Mills?

- *There is a lot adjacent to the pool at the Mills project. Final confirmation of stream buffers, wetlands, sewer alignment and floodplain will determine if these lots are feasible.*

From Ellie Loijens to Everyone: 06:13 PM

Why is there a 20' Greenway on the plans on the North side, but not on the Southside?

There are significant old trees there. A LOT

- *This is in reference to the GREEN BELT (not greenway). The green belt is being evaluated along the western boundary adjacent to the Mills. The lots in the Mills have a 20' Type A buffer along the eastern bound located within the lots. This same configuration will like be provided on the lots adjacent to the Mills lots.*

From Marcelo De Mello to Everyone: 06:16 PM

Since there are a lot of builders interested in the area, once the builder decides to develop it, is the builder allowed to modified the sketch or they are only allowed on choosing the plans and comestic things?

- *The building will modify the plans to fit their home product, their grading requirements, and other standards they each builder holds as requirements. The changes will be evaluated with Town staff through the Site Plan reviews and be public record for all to follow on the Interactive Development Map.*

From Brian Oten to Everyone: 06:20 PM

Has this property been rezoned? Or is that petition still pending?

- *That is where we are in the process. Zoning to Planning Board February 23rd and Town Council on March 16th. This is the current schedule.*

From Ellie Loijens to Everyone: 06:26 PM

How is it possible to have a non R10 surrounded by R10?

- *An R-8 Conditional Zoning is proposed with standards that match the R-10 zoning district, specifically related to density (3.25 DU/acre). This will go through with staff at the appropriate time.*

What about Parcel #6, how can it retain it's zoning??

- *This is in reference to the Steven Macon residual property (Norris Crossing is purchasing two sections: 3.5 acres in the SW and 1.0 acres along the eastern boundary). The remaining Steven Macon property is NOT being rezoned or annexed as part of Norris Crossing.*

Regarding the parcel not being purchased, since it is isolated from public streets, how can the parcel be a separate zone?

- *The residual Steven Macon property will abut a public R/W in 3 locations making it a legal lot of record.*

From Marcelo De Mello to Everyone: 06:29 PM

Thank you so much for putting this together. I'm sure the Stonemont residents appreciate it a lot.

- *Thanks for attending and providing great input/feedback.*

From Brian Oten to Everyone: 06:29 PM

For what it's worth, a buffer (preferably wooded) would be appreciated and appropriated between this community and the Mills. Thanks for your time!

- *We are evaluating the area and how to best buffer the properties.*

From James Caldwell to Everyone: 06:29 PM

thank you!

THIS IS THE END OF THE WRITTEN COMMENTS / QUESTIONS.

FOLLOWING ARE QUESTIONS WHICH WERE ASKED BY THE RESIDENTS DURING THE MEETING.

Have notified WCPSS about the project?

- *It is our understanding that Holly Springs provides a report to WCPSS. We will confirm this and make sure WCPSS is aware of the project as we continue to work through zoning and Site Plans.*

What is the plan for widening of Avent Ferry Road?

- *Answered above.*

Will the right turn lane from Avent Ferry to Diggory Drive be retained?

- *To be determined within the proposed striping plan. This will be created during the Development Plan/Site Plan stage*

What is the plan for construction access? Will it be directed through the surrounding neighborhoods?

- *Plan is to have the main access from Avent Ferry Road. Avoid directing any traffic into the surrounding neighborhoods to avoid conflicts with homeowners and pedestrians/kids.*

What is the timing for construction on the property? What time of day?

- *The Holly Springs noise ordinance controls construction timing. I think it is:*
 - o *Monday - Saturday 7 am – 7 pm*
 - o *Sunday: 9:00 am – 6:00 pm*
 - o *THIS IS INCORRECT – IT IS ACTUALLY: MON – FRIDAY 7:00 AM – 7:00 PM; SATURDAY 9:00 AM – 7:00 PM. NO SUNDAY WORK.*

There is an existing power pole on the De Mello property (PIN 0638-80-9187). Can that pole be removed?

- *If the only service is to the Steven Macon well, then we are going to request Duke Energy remove the pole when appropriate. This is TBD.*

What is the plan for the two farm ponds on the Mary Macon property?

- *The existing farm ponds will most likely be drained prior to the start of construction.*

What happens to the sketch plan and can it change during Site Plans?

- *A preliminary sketch plan was shown during the meeting. This is a concept plan that is being used to determine the items which should be requested during the zoning hearings. Everyone was told that “THIS PLAN WILL CHANGE” during the site plan designs. But that everything that is submitted to staff is available on the Holly Springs website on the Interactive Development Map. Depending upon the timing, additional neighborhood meetings will most likely be needed to make sure everyone understands the plan for the connectivity and construction.*

THIS IS THE END OF THE QUESTIONS ASKED DURING THE MEETING

EMAILS RECEIVED WITH THE FOLLOWING QUESTIONS/ANSWERS PROVIDED.

From: Anthony Fulgieri of 408 Cahors Trail (Holly Pointe subdivision)

I know this might look like a lot of questions, but what piques my curiosity most is the request for R-8 zoning over R-10, which appears to be prevailing zoning for HOAs for the areas west of Cass Holt Rd. R-8 provides more flexibility with the lot sizes, building setbacks and constructability (especially when dealing with a lot of wetlands, stream buffers and topo/elevation challenges). We are asking for the R-8 district while restricting density to the R-10 district.

1.) How many homes are planned and timeline for development? A maximum of 208 homes per the zoning documents. More realistic is less than 200 with the challenges noted above.

2.) Are they all single family or a mix of SF, Townhomes and/or carriage houses? All single family detached.

3.) How many entrance/ egress sites are planned for the development? There are 6 entrances/exits to/from the property. 5 are stub streets from surrounding residential developments (Stonemont and the Mills @ Avent Ferry) and one new access to Avent Ferry Road at Diggory Drive.

- Are there any planned traffic lights? Not for this development. A new signal will be going in at Holly Meadow Drive – near the Cass Holt Intersection – by the Town of Holly Springs.

- Road widening or other traffic mitigation? Lane widening on our side of Avent Ferry Road, a westbound left turn lane (coming from Highway 55), and an eastbound right turn lane (coming from Harris Lake). Paying for a portion of the traffic signal at Holly Meadow Drive.

4.) Is the developer planning sidewalks and/or greenway connections as part of the plan? Yes to both. Sidewalk along the frontage connecting the Mills @ Avent Ferry with the Stonemont project sidewalk. There is also a greenway located in the middle of the development following the existing sanitary sewer easement/creek. And finally, interior sidewalks within the development connecting to Stonemont and Mills @ Avent Ferry.

6.) How many school aged children are expected from this development and how will Wake C. plan for the additional student population? That is something that I do not know. WCPSS does their own evaluations based upon the adopted Town Land Use Plans and sets school priority based upon growth in the area.

There are currently upwards of 500+ units already approved and/or under construction just on Avent Ferry (Stevenson Tract, Lochridge, Bridgeberry I,II, & III, and the Mills phase 2). This brings the following considerations:

- Limited Town Amenities (Ex. there are no parks on the West side of Town. HS has plans for one 54 acre park on Cass Holt Rd).
- As mentioned above, school impact
- Runoff and drainage

I look forward to hearing more about the project later this afternoon.

Best regards,

Anthony

From: Marcelo De Mello, 300 Ocean Jasper Drive (Stonemont Subdivision)

Thanks for the informative session today.

After reviewing some of my notes, I realized that one thing not yet clear for me is what is really the "20' Green Belt" (between street F and the Ocean Jasper Dr. in Stonemont). **Great question.**

On your proposed zoning, the 20' Green Belt means a side-walk rounded the native/current trees for pedestrians to walk and exercise, or does it mean a 20ft wide buffer without touching the current state of the land? **The greenbelt is required in portions of a development in which a lot area, setback or sideyard reduction is being requested with the Development Options design drawings (Site plans). The greenbelt is not required for every lot in the development. In this case, the greenbelt behind your property is required if the lot reduction is requested. We plan to have lots similar in size to Stonemont in this area but feel a buffer (possibly the greenbelt) would be beneficial for the existing property owners in Stonemont. Stonemont current has a 20' undisturbed buffer on the lots on Ocean Jasper Drive – and there will be a similar commitment to provide the undisturbed buffer or greenbelt in this area.**

The difference in greenbelt and buffer: greenbelt is located on HOA property; buffer is located on the individual lots. This is why there is a greenbelt in some locations and buffers in other locations (some of this does not show up on the sketch plan...but will be cleaned up for the Site Plan submittals to make sure we are protecting the surrounding property owners. I have also copied the definition of Greenbelt within the Holly Springs Unified Development Ordinance.

I'm looking forward to hearing from you in regards to this question and for attend the next session for more information.

Grand Opening: The introduction, promotion, or announcement of a new business, store, shopping center, or office, occurring within thirty (30) days of the issuance of the Certificate of Occupancy, and/or the announcement or introduction or promotion of an established business changing ownership. [Amended Ordinance #03-17]

Greenbelt: An *open space* along the perimeter of a development, *subdivision* or *project* which is maintained in its natural vegetative state and which, at a minimum, contains sufficient vegetation to meet or exceed perimeter landscape yard requirements.

Group Home: As defined by GS § 122C-3. [Amended Ordinance #15-10]

Best Regards,

Marcelo M. DeMello

NORRIS CROSSING – NEIGHBORHOOD ATTENDANCE SHEET

Name	Address (if provided)	Address	Email address/contact information (as provided)
Anthony Fulgieri	408 Cahors Trail	Holly Springs, NC	afulgie@gmail.com
Wayne Coeburn	105 Diggory Drive	Holly Springs, NC	
Stephen Macon	2305 Avent Ferry Road	Holly Springs, NC	scmacon@splithousevineyard.com
Don Garner	104 Ocean Jasper Drive	Holly Springs, NC	Dgarner2642@gmail.com
Antoine Johnson	412 Fire Opal Lane	Holly Springs, NC	PEN1NEY@Yahoo.com
Marcelo De Mello	300 Ocean Jasper Drive	Holly Springs, NC	Tchello.mello@gmail.com
Lynne Sharp	105 Mystic Quartz Lane	Holly Springs, NC	Ldsharp212@hotmail.com
James Caldwell			jwcaldwellpe@gmail.com
Brian Oten	305 Bellamy Mill Drive	Holly Springs, NC	bpdoten@gmail.com
Ellie Loijens	301 Bellamy Mill Drive	Holly Springs, NC	ellierloijens@gmail.com
Scott Martin	104 Mystic Quartz Lane	Holly Springs, NC	j.scott.x.martin@gmail.com
Adam Martin	104 Mystic Quartz Lane	Holly Springs, NC	Adam.t.martin8@gmail.com
James B.			JB@nchomesearch.net
Dan Hicks	313 Bellamy Mill Drive	Holly Springs, NC	Danielhicks75@gmail.com
Jeff Roach Peak Engineering & Design	1125 Apex Peakway	Apex, NC	jroach@peakengineering.com
Kurt Burger Foxfield Land Partners	1106 Dominion Hill Drive	Cary, NC	kurt@foxfieldland.com
Nate Bouquin (Ramey Kemp & Assoc)	5808 Faringdon Place Suite 100	Raleigh, NC	nbouquin@rameykemp.com
Morgan Rosamond (Ramey Kemp & Assoc)	5808 Faringdon Place Suite 100	Raleigh, NC	mrosamond@rameykemp.com

REZONING, COMPREHENSIVE PLAN/ UDO AMENDMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: <http://www.hollyspringsnc.us/planning>



Petition Type (check one- each request must be on separate petitions)

- ☒ Zoning Map Change: ☐ General Use District **or** ☒ Conditional Use District/Permit
☐ Comprehensive Plan Amendment (check all that apply)
☐ Text Amendment ☐ Future Land Use Plan Map Amendment
☐ Area/Corridor Plan Map Amendment / Name: _____
☐ UDO Amendment (UDO Section: _____)

For DPZ Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

Project Information

Project Name: Norris CrossingProject Location: 2205 Avent Ferry Road*Use street address. If none, use the closest intersection*☒ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending AnnexationPIN: see attached Real Estate ID: see attachedProject Acreage: (Rounded to nearest tenth) 74.41 Partial Parcel: ☒ No ☐ YesScoping Meeting Date: July 23, 2020 Concept Meeting Date: _____**If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.**

Petition Request

Current Zoning: R-30: Residential Proposed Zoning: R-10: Residential Conditional UseCurrent Future Land Use Designation: Residential NeighborhoodProposed Future Land Use Designation: Same

Area Plan Designation (if applicable): _____

Waivers Requested: ☐ No ☐ Yes- Specify UDO Section Number(s): _____*If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet*

Petition Contact Information (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☒ Developer ☐ Other _____Is the applicant applying on behalf of the property owner(s)? ☐ Yes ☐ No If yes, please complete the Affidavit of Property

Owner Consent form and attach. If applicant contact is not the Owner or representing the Owner(s), please complete Property Owner

Notification Affidavit and attach.

Name Jeff Roach Company Peak Engineering & Design, PLLCMailing Address 1125 Apex PeakwayCity Apex State NC Zip 27502Telephone # (919) 439-0100 E-Mail jroach@peakengineering.comHow would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Property Owner(s) if different than Applicant/Contact-REQUIRED *attach additional sheets if necessary*

Name see petition documents Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # _____ E-Mail _____

How would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Owner's Authorization (Required for Conditional Use Zoning or Conditional Use Permit)

Owner's Signature(s) _____ PIN/REID _____ Date _____

NORRIS CROSSING

Property Owner – Exhibit ‘A’

Property Owner	Contact Information	Email Address	PIN	Real Estate ID (REID)	Acreage	Current Zoning
Olive Family Land Company, LLC	Carla O. Trepper 9016 Barker Rd New Hill, NC 27562	carla@jcpowdercoating.com	0638-82-4248	0004033	10.43 acres	R-30
2MM LLC	Selva Mohan 109 Oxyard Way Cary, NC 27519	2mmlccary@gmail.com	0638-81-0828	0021750	8.20 acres	R-30
Macon, Mary Hare	315 Brook Lane Newport, NC 28570		0638-71-6449	0182472	14.71 acres	R-30
Macon, Katherine Johnson	P.O. Box 370 Atlantic Beach, NC 28512		0638-81-4177	0094223	15.31 acres	R-30
Macon, Mary Hare	315 Brook Lane Newport, NC 28570		0638-80-2381	0028331	21.21 acres	R-30
Macon, Stephen	Stephen Macon 2305 Avent Ferry Rd Holly Springs, NC 27540	scmacon@splithousevineyard.com	0638-70-7772	0094249	3.50 acres and 1.05 acres (partial rezoning)	R-30

** All of the Macon properties will be signed by one or more of the following family members:

- Jerry Macon (currently executor of the estate) jerry.macon@yahoo.com
- Stephen Macon scmacon@splithousevineyard.com
- Lee Macon leemacon@gmail.com
- Alisa Macon akmacon@hotmail.com
- Anne Brannon (annebrannon@att.net)

Applicant and Owners’ Representative:

Foxfield Land Partners, LLC
Mr. Kurt Burger
1106 Dominion Hill Drive
Cary, NC 27519
(919) 434-5002
(kurt@foxfieldland.com)

Civil Engineer and Applicant’s Representative

Peak Engineering & Design, PLLC
Jeff Roach, P.E.
1125 Apex Peakway
Apex, NC 27502
(919) 439-0100
(jroach@peakengineering.com)

OLIVE FAMILY LAND COMPANY, LLC

Zoning Documents

REZONING, COMPREHENSIVE PLAN/ UDO AMENDMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: <http://www.hollyspringsnc.us/planning>



Petition Type (check one- each request must be on separate petitions)

- ☒ Zoning Map Change: ☐ General Use District **or** ☒ Conditional Use District/Permit
☐ Comprehensive Plan Amendment (check all that apply)
☐ Text Amendment ☐ Future Land Use Plan Map Amendment
☐ Area/Corridor Plan Map Amendment / Name: _____
☐ UDO Amendment (UDO Section: _____)

For DPZ Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

Project Information

Project Name: Norris CrossingProject Location: 2129 Avent Ferry Road*Use street address. If none, use the closest intersection*☒ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending AnnexationPIN: 0638-82-4248 Real Estate ID: 0004033Project Acreage: (Rounded to nearest tenth) 74.40 Partial Parcel: ☒ No ☐ YesScoping Meeting Date: July 23, 2020 Concept Meeting Date: _____**If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.**

Petition Request

Current Zoning: R-30 Proposed Zoning: R10 Residential: Conditional ZoningCurrent Future Land Use Designation: Residential NeighborhoodProposed Future Land Use Designation: N/A

Area Plan Designation (if applicable): _____

Waivers Requested: ☐ No ☐ Yes- Specify UDO Section Number(s): _____*If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet*

Petition Contact Information (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☒ Developer ☐ Other _____Is the applicant applying on behalf of the property owner(s)? ☐ Yes ☐ No If yes, please complete the Affidavit of Property

Owner Consent form and attach. If applicant contact is not the Owner or representing the Owner(s), please complete Property Owner

Notification Affidavit and attach.

Name Kurt Burger Company Foxfield Land PartnersMailing Address 1106 Dominion Hill DriveCity Cary State NC Zip 27519Telephone # (919) 538-2440 E-Mail kurt@foxfieldland.comHow would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Property Owner(s) if different than Applicant/Contact-REQUIRED *attach additional sheets if necessary*

Name Olive Family Land Company LLC Company Olive Family Land Company LLCMailing Address 8916 Barker RoadCity New Hill State NC Zip 27562Telephone # (919) 625-4656 E-Mail ctrepper@lee-associates.comHow would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Owner's Authorization (Required for Conditional Use Zoning or Conditional Use Permit)

Owner's Signature(s) _____ PIN/REID _____ Date _____

0638-82-4248 / 0004033

AFFIDAVIT OF OWNER NOTIFICATION



The following Affidavit of Owner Notification shall be provided at time of petition submittal if the Applicant is requesting a Zoning Map Change for property(s) he/she does not own at the time of the petition submission.

The following form or a separately prepared document in substantially the same form may be used for submitting the Notice of the requested Zoning Map Change and the public hearing in association with a request for a Zoning Map Change to the property owner(s). The form must be sent to the owner(s) via certified mail. This Affidavit is to be signed by the Applicant of the requested Zoning Map Change and have attached thereto the USPS green certified mail receipt and a copy of the form sent to the owner(s) to ensure that all record owners of the property have been notified by the Applicant(s).

For DPZ Use only

Project # _____

Date Received: _____

AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I hereby certify to the Town of Holly Springs that the owner of the property described by Wake County Real Estate ID 0004033 and PIN 0638-82-4248 was served the notification attached to this Affidavit indicating the requested zoning map change petition and public hearing date and time. As evidence of the service of the notification, I hereby attach the return receipt from the certified mailing of this notice.

This the 31st day of January, 20 22.

Applicant Signature Kurt Burger

Printed name of Applicant Kurt Burger

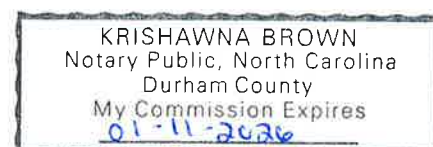
NOTARY STATEMENT

Sworn to and subscribed before me the 31st day of January, 20 22.

Notary Public in and for the State of North Carolina. My Commission expires: 01/11/2026

Krishawna Brown / Krishawna Brown
Notary Public Printed

Seal



NOTIFICATION TO PROPERTY OWNER

Dear Property Owner,

I am requesting the Holly Springs Town Council to rezone your property described by:

Wake County Real Estate ID# 0004033

and PIN 0638-82-4248

located at 2129 AVENT FERRY RD

from R30 (existing zoning district) to

R10 Residential: Conditional Zoning (proposed zoning district).

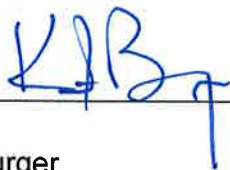
The public hearing before the Holly Springs Town Council on the matter will be heard on TBD (date) at 7:00 PM.

Additional information can be obtained by contacting the Holly Springs Department of Planning & Zoning at (919) 557-3908.

Thank you,

Signature of Applicant:

Date:



1/31/2022

Name Kurt Burger Company Foxfield Land Partners
Mailing Address 1106 Dominion Hill Drive
City Cary State NC Zip 27519
Telephone # (919) 538-2440 Fax # () E-Mail kurt@foxfieldland.com

AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a Conditional Use District and/or Conditional Use Permit on their property, this affidavit must be completed and signed by all record owners of the subject property.

The persons listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to

_____ of Olive Family Land Company LLC
(Name of Representative) (Name of Company)

to submit a Petition for Zoning Map Change to a Conditional Use District and/or for a Conditional Use Permit for my (our) property from

R30 to ~~R8 Residential: Conditional Use~~ R10 Residential: Conditional Zoning
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Use Permit.

Signature of Owner(s):

Carla O. Grepper

Wake County PIN/REID:

0638-82-4248 / 0004033

State of North Carolina

County of Wake

Sworn to and subscribed before me the 3 day of November, 2020.

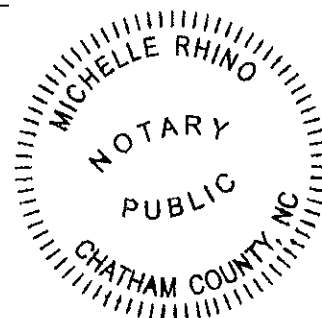
Notary Public in and for the State of North Carolina. My Commission expires: 8/16/2025

Michelle Rhino / Michelle Rhino

Notary Public

Printed

Seal



CONDITIONAL USE PERMIT

The following Conditional Use Permit form or a separately prepared document in substantially the same form may be used for submitting the Conditional Use Permit Restrictions Statement in association with a request for a Conditional Use District. The attached form is intended to meet the recording standards of the Wake County Register of Deeds.

If there are no changes to the Conditional Use Permit at the Public Hearing, the Department of Planning & Zoning will have the Review Officer sign the Permit and return it to the Applicant for recording in accordance with the Town of Holly Springs Development Procedures Manual.



If there are minor changes to the Conditional Use Permit approved at the Public hearing, the Applicant must modify the Permit to reflect the changes that were made and return the revised Permit to the Department of Planning & Zoning within ten (10) business days for Review Officer signature prior to recording in accordance with the Town of Holly Springs Development Procedures Manual.

An additional public hearing shall be required If the changes being required or requested are of such a substantial nature as to effect any of the following: the type of use, greater than 10% change in the overall density, significant alterations to site access, or hours of operation. If an additional public hearing is required, then the Petitioner shall modify the permit and cover the cost of republishing public notice.

Standard Document Criteria

A standard document meets the following criteria. If a document fails to meet any one of these criteria, the non-standard document fee will be added.

- Paper size is 8.5" x 11" or 8.5" x 14"
- Blank margin of 3" at top of first page.
- Blank margin of at least 1/4" on remaining sides of first page and on all sides of subsequent pages.
- Typed or printed in black on white paper in a legible font.
- A font size no smaller than 9 point shall be considered legible.
- Blanks in an instrument may be completed in pen and corrections to an instrument may be made in pen.
- One-sided only.
- Instrument type is stated at center of first page.

Prepared By: Peak Engineering & Design (Jeff Roach)
1125 Apex Peakway
Apex, NC 27502

Returned To: Town of Holly Springs Department of Planning & Zoning
P.O. Box 8
Holly Springs, NC 27540

Instrument Type: Other – Conditional Use Permit

TOWN OF HOLLY SPRINGS
ZONING PETITION

CONDITIONAL USE PERMIT

DPM Appendix #A.02
Supplement #15
November 2018



In accordance with the Town of Holly Springs Unified Development Ordinance, the Owner of the real estate located in the Town of Holly Springs, North Carolina, or its extra-territorial jurisdiction, which is described below, offers the following use and development standard restrictions for the following described parcel of real estate:

LEGAL DESCRIPTION: legal description noted in the Wake County Register of Deeds office with Book 008748 Pg 00376.

Property Owner: Olive Family Land Company LLC

Property Descriptions: Agricultural, vacant

PIN(s): 0638-82-4248

NORRIS CROSSING

Property Owner – Exhibit ‘A’

Property Owner	Contact Information	Email Address	PIN	Real Estate ID (REID)	Acreage	Current Zoning
Olive Family Land Company, LLC	Carla O. Trepper 9016 Barker Rd New Hill, NC 27562	carla@jcpowdercoating.com	0638-82-4248	0004033	10.43 acres	R-30
2MM LLC	Selva Mohan 109 Oxyard Way Cary, NC 27519	2mmlccary@gmail.com	0638-81-0828	0021750	8.20 acres	R-30
Macon, Mary Hare	315 Brook Lane Newport, NC 28570		0638-71-6449	0182472	14.71 acres	R-30
Macon, Katherine Johnson	P.O. Box 370 Atlantic Beach, NC 28512		0638-81-4177	0094223	15.31 acres	R-30
Macon, Mary Hare	315 Brook Lane Newport, NC 28570		0638-80-2381	0028331	21.21 acres	R-30
Macon, Stephen	Stephen Macon 2305 Avent Ferry Rd Holly Springs, NC 27540	scmacon@splithousevineyard.com	0638-70-7772	0094249	3.50 acres and 1.05 acres (partial rezoning)	R-30

** All of the Macon properties will be signed by one or more of the following family members:

- Jerry Macon (currently executor of the estate) jerry.macon@yahoo.com
- Stephen Macon scmacon@splithousevineyard.com
- Lee Macon leemacon@gmail.com
- Alisa Macon akmacon@hotmail.com
- Anne Brannon (annebrannon@att.net)

Applicant and Owners’ Representative:

Foxfield Land Partners, LLC
Mr. Kurt Burger
1106 Dominion Hill Drive
Cary, NC 27519
(919) 434-5002
(kurt@foxfieldland.com)

Civil Engineer and Applicant’s Representative

Peak Engineering & Design, PLLC
Jeff Roach, P.E.
1125 Apex Peakway
Apex, NC 27502
(919) 439-0100
(jroach@peakengineering.com)

WRITTEN STATEMENT / TERMS OF CONDITIONAL USE PERMIT:

- 1. See attached list of zoning conditions.
- 2.
- 3.
- 4.
- 5.

The terms and conditions contained in this instrument shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners, heirs, devisees, grantees, lessees, and licensees of the above-described real estate and other persons acquiring an interest therein. The terms of this conditional use permit may be modified or terminated by a decision of the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change.

The terms and conditions contained in this instrument shall be effective upon the approval of the conditional use district on the subject real estate and the approval of this Conditional Use Permit by the Town Council pursuant to the Town of Holly Springs Unified Development Ordinance, and shall continue in effect until modified or terminated by the Town of Holly Springs Town Council.

The terms and conditions of this instrument may be enforced by the Town of Holly Springs Town Council.

This Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

IN WITNESS WHEREOF, Owner has executed this instrument this _____ day of _____ 20_____,

Norris Crossing
Conditions of Zoning
Revised: February 2, 2022

The terms and conditions contained in this instrument shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners, heirs, devisees, grantees, lessees, and licensees of the above-described real estate and other persons acquiring an interest therein. The terms of this conditional use permit may be modified or terminated by a decision of the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change. The terms and conditions contained in this instrument shall be effective upon the approval of the conditional use district on the subject real estate and the approval of this Conditional Use Permit by the Town Council pursuant to the Town of Holly Springs Unified Development Ordinance, and shall continue in effect until modified or terminated by the Town of Holly Springs Town Council. The terms and conditions of this instrument may be enforced by the Town of Holly Springs Town Council. This Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with the Norris Crossing rezoning, the Developer agrees they (i) are familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget; and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.

1. The property shall be developed in compliance with the Town of Holly Springs' Unified Development Ordinance (UDO) Section 2.09 – Development Options for Residential Districts.
2. Permitted uses are limited to:
 - Single family detached residential
 - Family care home
 - Accessory apartment
 - Utility, minor
 - Park, active
 - Park, passive
 - Greenway
 - Recreation facility, private
3. The project's gross density will not exceed 2.33 dwelling units/acre
4. The maximum number of proposed dwelling units shall not exceed 173 units (or 2.33 dwelling units/acre).
5. Lot design standards:
 - a. Minimum lot size is 7,500 SF
 - b. No more than 45% of the lots shall be less than 8,000 SF
 - c. No less than 20% of the lots shall be greater than 10,000 SF
 - d. 60' min lot width
 - e. 100' min lot depth
6. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.

7. Garage doors must have windows, decorative details, or carriage-style adornments on them and shall not extend further than 10 feet forward of the front façade.
8. A varied color palette shall be utilized on homes throughout the subdivision, to include a minimum of three (3) color families for siding and shall include varied trim, shutter and accent colors complementing the siding color.
9. Home Owners Association (HOA) covenants shall not restrict the construction of any accessory dwelling unit.
10. The applicant agrees to provide a Fee in Lieu contribution for the installation by others of the proposed traffic signal at the intersection of Holly Meadow Drive and Avent Ferry Road payable at the issuance of the Land Disturbing Permit for the project. This fee in lieu – \$205,000.00 – is in excess of any improvements identified within the approved Traffic Impact Analysis Special Study. Further, the dedication and construction of street rights of ways as shown in the approved Comprehensive Transportation Plan shall be required consistent with the requirements of N.C.G.S. Sec. 160D-801, et seq.
11. A pedestrian connection shall be made in the southern portion of the project within the open space on the N/F Mary Hare Macon property (PIN 0638-80-2381).
12. The applicant agrees to provide off-site roadway improvements and other transportation recommended modifications based upon the approved Transportation Impact Analysis (TIA) dated November 6, 2020 from Ramey Kemp & Associates.
13. The northwest corner of the property adjacent to Avent Ferry Road shall include an open space area a minimum of 40,000 square feet installed to include walking areas and benches as generally illustrated on the attached Open Space Exhibit.

Norris Crossing NW Corner Open Space Exhibit



(Organization Owner)

Signature Carla O. Trepper (Seal)

By Olive family land co.

Printed Carla O. Trepper

Title Owner

(Organization Acknowledgment)

STATE OF North Carolina

) SS:

COUNTY OF Wake

I, a Notary Public for said County and State, certify that Carla Trepper ^⓪
~~Michelle Rhine~~ personally came before me this day and acknowledged that he/she is the owner of
Olive Family land co., a (corporation, limited liability company, partnership) (strike
inapplicable) and that by authority duly given as the act of the corporation the foregoing instrument was
signed in its name by its owner sealed with its corporate seal, and attested by
himself/herself as its owner.

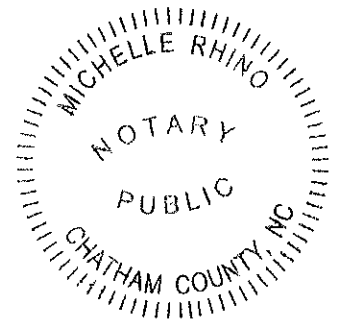
Witness my hand and Notarial Seal this 3 day of November, 2020.

Signature Michelle Rhine

Printed Michelle Rhine

My Commission expires: 8/16/2025

This instrument was prepared by / / / / / / / /.



2 MM, LLC PROPERTY

Zoning Documents

REZONING, COMPREHENSIVE PLAN/ UDO AMENDMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: <http://www.hollyspringsnc.us/planning>



Petition Type (check one- each request must be on separate petitions)

- ☒ Zoning Map Change: ☐ General Use District **or** ☒ Conditional Use District/Permit
☐ Comprehensive Plan Amendment (check all that apply)
☐ Text Amendment ☐ Future Land Use Plan Map Amendment
☐ Area/Corridor Plan Map Amendment / Name: _____
☐ UDO Amendment (UDO Section: _____)

For DPZ Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

Project Information

Project Name: Norris CrossingProject Location: 2205 Avent Ferry Road*Use street address. If none, use the closest intersection*☒ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending AnnexationPIN: 0638-81-0828 Real Estate ID: 0021750Project Acreage: (Rounded to nearest tenth) 73.40 Partial Parcel: ☒ No ☐ YesScoping Meeting Date: July 23, 2020 Concept Meeting Date: _____**If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.**☐ Initial ☐ Revised ☐ Final

Petition Request

Current Zoning: R-30: Residential Proposed Zoning: R-10: Residential Conditional ZoningCurrent Future Land Use Designation: Residential NeighborhoodProposed Future Land Use Designation: N/A

Area Plan Designation (if applicable): _____

Waivers Requested: ☐ No ☐ Yes- Specify UDO Section Number(s): _____*If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet*

Petition Contact Information (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☒ Developer ☐ Other _____Is the applicant applying on behalf of the property owner(s)? ☐ Yes ☐ No If yes, please complete the Affidavit of Property

Owner Consent form and attach. If applicant contact is not the Owner or representing the Owner(s), please complete Property Owner

Notification Affidavit and attach.

Name Kurt Burger Company Foxfield Land PartnersMailing Address 1106 Dominion Hill DriveCity Cary State NC Zip 27519Telephone # (919) 538-2440 E-Mail kurt@foxfieldland.comHow would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Property Owner(s) if different than Applicant/Contact-REQUIRED attach additional sheets if necessary

Name Selva Mohan Company 2MM LLCMailing Address 109 Oxyard WayCity Cary State NC Zip 27519Telephone # (919) 434-5002 E-Mail 2mmlccary@gmail.comHow would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Owner's Authorization (Required for Conditional Use Zoning or Conditional Use Permit)

Owner's Signature(s) _____ PIN/REID _____ Date _____

0638-81-0828/ 0021750

AFFIDAVIT OF OWNER NOTIFICATION



The following Affidavit of Owner Notification shall be provided at time of petition submittal if the Applicant is requesting a Zoning Map Change for property(s) he/she does not own at the time of the petition submission.

The following form or a separately prepared document in substantially the same form may be used for submitting the Notice of the requested Zoning Map Change and the public hearing in association with a request for a Zoning Map Change to the property owner(s). The form must be sent to the owner(s) via certified mail. This Affidavit is to be signed by the Applicant of the requested Zoning Map Change and have attached thereto the USPS green certified mail receipt and a copy of the form sent to the owner(s) to ensure that all record owners of the property have been notified by the Applicant(s).

For DPZ Use only

Project # _____

Date Received: _____

AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I hereby certify to the Town of Holly Springs that the owner of the property described by Wake County Real Estate ID 0021750 and PIN 0638-81-0828 was served the notification attached to this Affidavit indicating the requested zoning map change petition and public hearing date and time. As evidence of the service of the notification, I hereby attach the return receipt from the certified mailing of this notice.

This the 31st day of January, 20 22.

Applicant Signature [Signature]

Printed name of Applicant Kurt Burger

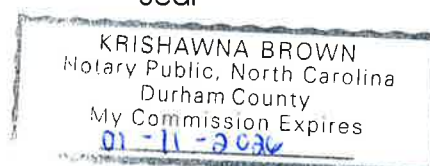
NOTARY STATEMENT

Sworn to and subscribed before me the 31st day of January, 20 22.

Notary Public in and for the State of North Carolina. My Commission expires: 01/11/2026

[Signature]
Krishawna Brown / Krishawna Brown
Notary Public Printed

Seal



NOTIFICATION TO PROPERTY OWNER

Dear Property Owner,

I am requesting the Holly Springs Town Council to rezone your property described by:

Wake County Real Estate ID# 0021750

and PIN 0638-81-0828

located at 2205 AVENT FERRY RD

from R30 (existing zoning district) to

R10 Residential; Conditional Zoning (proposed zoning district).

The public hearing before the Holly Springs Town Council on the matter will

be heard on TBD (date) at 7:00 PM.

Additional information can be obtained by contacting the Holly Springs Department of Planning & Zoning at (919) 557-3908.

Thank you,

Signature of Applicant:

Date:



1/31/2022

Name Kurt Burger Company Foxfield Land Partners
Mailing Address 1106 Dominion Hill Drive
City Cary State NC Zip 27519
Telephone # (919) 538-2440 Fax # () E-Mail kurt@foxfieldland.com

AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a Conditional Use District and/or Conditional Use Permit on their property, this affidavit must be completed and signed by all record owners of the subject property.

The persons listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to

Selva Mohan of 2MM LLC
(Name of Representative) (Name of Company)

to submit a Petition for Zoning Map Change to a Conditional Use District and/or for a Conditional Use Permit for my (our) property from

R30 to R10 Residential: Conditional Zoning
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Use Permit.

Signature of Owner(s):

[Signature]

Wake County PIN/REID:

0638-81-0828 / 0021750

State of NORTH CAROLINA

County of WAKE

Sworn to and subscribed before me the 31 day of JANUARY, 2022.

Notary Public in and for the State of North Carolina. My Commission expires: 11/18/2023

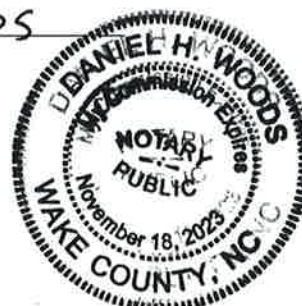
[Signature]

Notary Public

DANIEL H. WOODS

Printed

Seal



CONDITIONAL USE PERMIT

The following Conditional Use Permit form or a separately prepared document in substantially the same form may be used for submitting the Conditional Use Permit Restrictions Statement in association with a request for a Conditional Use District. The attached form is intended to meet the recording standards of the Wake County Register of Deeds.

If there are no changes to the Conditional Use Permit at the Public Hearing, the Department of Planning & Zoning will have the Review Officer sign the Permit and return it to the Applicant for recording in accordance with the Town of Holly Springs Development Procedures Manual.



If there are minor changes to the Conditional Use Permit approved at the Public hearing, the Applicant must modify the Permit to reflect the changes that were made and return the revised Permit to the Department of Planning & Zoning within ten (10) business days for Review Officer signature prior to recording in accordance with the Town of Holly Springs Development Procedures Manual.

An additional public hearing shall be required If the changes being required or requested are of such a substantial nature as to effect any of the following: the type of use, greater than 10% change in the overall density, significant alterations to site access, or hours of operation. If an additional public hearing is required, then the Petitioner shall modify the permit and cover the cost of republishing public notice.

Standard Document Criteria

A standard document meets the following criteria. If a document fails to meet any one of these criteria, the non-standard document fee will be added.

- Paper size is 8.5" x 11" or 8.5" x 14"
- Blank margin of 3" at top of first page.
- Blank margin of at least 1/4" on remaining sides of first page and on all sides of subsequent pages.
- Typed or printed in black on white paper in a legible font.
- A font size no smaller than 9 point shall be considered legible.
- Blanks in an instrument may be completed in pen and corrections to an instrument may be made in pen.
- One-sided only.
- Instrument type is stated at center of first page.

Prepared By: Peak Engineering & Design (Jeff Roach)
1125 Apex Peakway
Apex, NC 27502

Returned To: Town of Holly Springs Department of Planning & Zoning
P.O. Box 8
Holly Springs, NC 27540

Instrument Type: Other – Conditional Use Permit

TOWN OF HOLLY SPRINGS
ZONING PETITION

CONDITIONAL USE PERMIT

DPM Appendix #A.02
Supplement #15
November 2018



In accordance with the Town of Holly Springs Unified Development Ordinance, the Owner of the real estate located in the Town of Holly Springs, North Carolina, or its extra-territorial jurisdiction, which is described below, offers the following use and development standard restrictions for the following described parcel of real estate:

LEGAL DESCRIPTION: legal description noted in the Wake County Register of Deeds office at Book 017095 Pg 1822.

Property Owner: 2MM LLC

Property Descriptions: Single Family

PIN(s): 0638-81-0828

NORRIS CROSSING

Property Owner – Exhibit 'A'

Property Owner	Contact Information	Email Address	PIN	Real Estate ID (REID)	Acreage	Current Zoning
Olive Family Land Company, LLC	Carla O. Trepper 9016 Barker Rd New Hill, NC 27562	carla@jcpowdercoating.com	0638-82-4248	0004033	10.43 acres	R-30
2MM LLC	Selva Mohan 109 Oxyard Way Cary, NC 27519	2mmlccary@gmail.com	0638-81-0828	0021750	8.20 acres	R-30
Macon, Mary Hare	315 Brook Lane Newport, NC 28570		0638-71-6449	0182472	14.71 acres	R-30
Macon, Katherine Johnson	P.O. Box 370 Atlantic Beach, NC 28512		0638-81-4177	0094223	15.31 acres	R-30
Macon, Mary Hare	315 Brook Lane Newport, NC 28570		0638-80-2381	0028331	21.21 acres	R-30
Macon, Stephen	Stephen Macon 2305 Avent Ferry Rd Holly Springs, NC 27540	scmacon@splithousevineyard.com	0638-70-7772	0094249	3.50 acres and 1.05 acres (partial rezoning)	R-30

** All of the Macon properties will be signed by one or more of the following family members:

- Jerry Macon (currently executor of the estate) jerry.macon@yahoo.com
- Stephen Macon scmacon@splithousevineyard.com
- Lee Macon leemacon@gmail.com
- Alisa Macon akmacon@hotmail.com
- Anne Brannon (annebrannon@att.net)

Applicant and Owners' Representative:

Foxfield Land Partners, LLC
Mr. Kurt Burger
1106 Dominion Hill Drive
Cary, NC 27519
(919) 434-5002
(kurt@foxfieldland.com)

Civil Engineer and Applicant's Representative

Peak Engineering & Design, PLLC
Jeff Roach, P.E.
1125 Apex Peakway
Apex, NC 27502
(919) 439-0100
(jroach@peakengineering.com)

WRITTEN STATEMENT / TERMS OF CONDITIONAL USE PERMIT:

- 1. See attached list of zoning conditions
- 2.
- 3.
- 4.
- 5.

The terms and conditions contained in this instrument shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners, heirs, devisees, grantees, lessees, and licensees of the above-described real estate and other persons acquiring an interest therein. The terms of this conditional use permit may be modified or terminated by a decision of the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change.

The terms and conditions contained in this instrument shall be effective upon the approval of the conditional use district on the subject real estate and the approval of this Conditional Use Permit by the Town Council pursuant to the Town of Holly Springs Unified Development Ordinance, and shall continue in effect until modified or terminated by the Town of Holly Springs Town Council.

The terms and conditions of this instrument may be enforced by the Town of Holly Springs Town Council.

This Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

IN WITNESS WHEREOF, Owner has executed this instrument this _____ day of _____ 20_____,

Norris Crossing
Conditions of Zoning
Revised: February 2, 2022

The terms and conditions contained in this instrument shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners, heirs, devisees, grantees, lessees, and licensees of the above-described real estate and other persons acquiring an interest therein. The terms of this conditional use permit may be modified or terminated by a decision of the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change. The terms and conditions contained in this instrument shall be effective upon the approval of the conditional use district on the subject real estate and the approval of this Conditional Use Permit by the Town Council pursuant to the Town of Holly Springs Unified Development Ordinance, and shall continue in effect until modified or terminated by the Town of Holly Springs Town Council. The terms and conditions of this instrument may be enforced by the Town of Holly Springs Town Council. This Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with the Norris Crossing rezoning, the Developer agrees they (i) are familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget; and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.

1. The property shall be developed in compliance with the Town of Holly Springs' Unified Development Ordinance (UDO) Section 2.09 – Development Options for Residential Districts.
2. Permitted uses are limited to:
 - Single family detached residential
 - Family care home
 - Accessory apartment
 - Utility, minor
 - Park, active
 - Park, passive
 - Greenway
 - Recreation facility, private
3. The project's gross density will not exceed 2.33 dwelling units/acre
4. The maximum number of proposed dwelling units shall not exceed 173 units (or 2.33 dwelling units/acre).
5. Lot design standards:
 - a. Minimum lot size is 7,500 SF
 - b. No more than 45% of the lots shall be less than 8,000 SF
 - c. No less than 20% of the lots shall be greater than 10,000 SF
 - d. 60' min lot width
 - e. 100' min lot depth
6. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.

7. Garage doors must have windows, decorative details, or carriage-style adornments on them and shall not extend further than 10 feet forward of the front façade.
8. A varied color palette shall be utilized on homes throughout the subdivision, to include a minimum of three (3) color families for siding and shall include varied trim, shutter and accent colors complementing the siding color.
9. Home Owners Association (HOA) covenants shall not restrict the construction of any accessory dwelling unit.
10. The applicant agrees to provide a Fee in Lieu contribution for the installation by others of the proposed traffic signal at the intersection of Holly Meadow Drive and Avent Ferry Road payable at the issuance of the Land Disturbing Permit for the project. This fee in lieu – \$205,000.00 – is in excess of any improvements identified within the approved Traffic Impact Analysis Special Study. Further, the dedication and construction of street rights of ways as shown in the approved Comprehensive Transportation Plan shall be required consistent with the requirements of N.C.G.S. Sec. 160D-801, et seq.
11. A pedestrian connection shall be made in the southern portion of the project within the open space on the N/F Mary Hare Macon property (PIN 0638-80-2381).
12. The applicant agrees to provide off-site roadway improvements and other transportation recommended modifications based upon the approved Transportation Impact Analysis (TIA) dated November 6, 2020 from Ramey Kemp & Associates.
13. The northwest corner of the property adjacent to Avent Ferry Road shall include an open space area a minimum of 40,000 square feet installed to include walking areas and benches as generally illustrated on the attached Open Space Exhibit.

Norris Crossing NW Corner Open Space Exhibit



Signature S. Mohan (Seal) (Organization Owner)

By Selva Mohan

Printed _____

Title PRESIDENT

(Organization Acknowledgment)
STATE OF NORTH CAROLINA)
) SS:
COUNTY OF WAKE)

I, a Notary Public for said County and State, certify that MOHAM SELVA personally came before me this day and acknowledged that he/she is the OWNER of 2205 AVENT FERRY RD, a (~~corporation, limited liability company, partnership~~) (strike inapplicable) and that by authority duly given as the act of the corporation the foregoing instrument was signed in its name by its _____ sealed with its corporate seal, and attested by himself/herself as its _____.

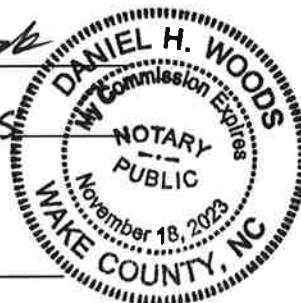
Witness my hand and Notarial Seal this 31 day of JANUARY, 2022.

Signature Daniel H. Woods

Printed DANIEL H. WOODS

My Commission expires: 11/18/2023

This instrument was prepared by _____



MACON FAMILY PROPERTIES

Mary Hare Macon (1)
Katherine Johnson Macon
Mary Hare Macon (2)
Stephen C. Macon (partial)

Zoning Documents

REZONING, COMPREHENSIVE PLAN/ UDO AMENDMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: <http://www.hollyspringsnc.us/planning>

Petition Type (check one- each request must be on separate petitions)

- ☒ Zoning Map Change: ☐ General Use District **or** ☒ Conditional Use District/Permit
☐ Comprehensive Plan Amendment (check all that apply)
☐ Text Amendment ☐ Future Land Use Plan Map Amendment
☐ Area/Corridor Plan Map Amendment / Name: _____
☐ UDO Amendment (UDO Section: _____)



For DPZ Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

Project Information

Project Name: Norris Crossing

Project Location: 2225 Avent Ferry Road

Use street address. If none, use the closest intersection

☒ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending Annexation

PIN: 0638-80-2381 Real Estate ID: 0028331

Project Acreage: (Rounded to nearest tenth) 73.40 Partial Parcel: ☒ No ☐ Yes

Scoping Meeting Date: July 23, 2020 Concept Meeting Date: _____

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

Petition Request

Current Zoning: R-30 Proposed Zoning: R10 - Residential: Conditional Zoning

Current Future Land Use Designation: Residential Neighborhood

Proposed Future Land Use Designation: N/A

Area Plan Designation (if applicable): _____

Waivers Requested: ☐ No ☐ Yes- Specify UDO Section Number(s): _____

If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet

Petition Contact Information (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☒ Developer ☐ Other _____

Is the applicant applying on behalf of the property owner(s)? ☐ Yes ☐ No If yes, please complete the Affidavit of Property

Owner Consent form and attach. If applicant contact is not the Owner or representing the Owner(s), please complete Property Owner

Notification Affidavit and attach.

Name Kurt Burger Company Foxfield Land Partners

Mailing Address 1106 Dominion Hill Drive

City Cary State NC Zip 27519

Telephone # (919) 538-2440 E-Mail kurt@foxfieldland.com

How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail

How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Property Owner(s) if different than Applicant/Contact-REQUIRED *attach additional sheets if necessary*

Name various Macon family properties Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # () E-Mail _____

How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail

How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Owner's Authorization (Required for Conditional Use Zoning or Conditional Use Permit)

Owner's Signature(s) _____ PIN/REID _____ Date _____

0638-71-6449 / 0182472

0638-81-4177 / 0094223

0638-80-2381 / 0028331

0368-70-7772 / 0094249

AFFIDAVIT OF OWNER NOTIFICATION



The following Affidavit of Owner Notification shall be provided at time of petition submittal if the Applicant is requesting a Zoning Map Change for property(s) he/she does not own at the time of the petition submission.

The following form or a separately prepared document in substantially the same form may be used for submitting the Notice of the requested Zoning Map Change and the public hearing in association with a request for a Zoning Map Change to the property owner(s). The form must be sent to the owner(s) via certified mail. This Affidavit is to be signed by the Applicant of the requested Zoning Map Change and have attached thereto the USPS green certified mail receipt and a copy of the form sent to the owner(s) to ensure that all record owners of the property have been notified by the Applicant(s).

For DPZ Use only

Project # _____

Date Received: _____

AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I hereby certify to the Town of Holly Springs that the owner of the property described by Wake County Real Estate ID 0182472 and PIN 0638-71-6449 was served the notification attached to this Affidavit indicating the requested zoning map change petition and public hearing date and time. As evidence of the service of the notification, I hereby attach the return receipt from the certified mailing of this notice.

This the 31st day of January, 20 22.

Applicant Signature [Signature]

Printed name of Applicant Kurt Burger

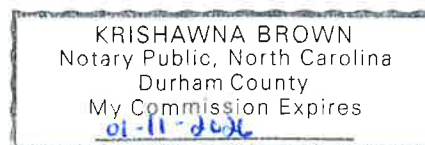
NOTARY STATEMENT

Sworn to and subscribed before me the 31st day of January, 20 22.

Notary Public in and for the State of North Carolina. My Commission expires: 01/11/2024

Krishawna Brown / Krishawna Brown
Notary Public Printed

Seal



NOTIFICATION TO PROPERTY OWNER

Dear Property Owner,

I am requesting the Holly Springs Town Council to rezone your property described by:

Wake County Real Estate ID# 0182472

and PIN 0638-71-6449

located at 2221 AVENT FERRY RD

from R30 (existing zoning district) to

R10 Residential: Conditional Zoning (proposed zoning district).

The public hearing before the Holly Springs Town Council on the matter will

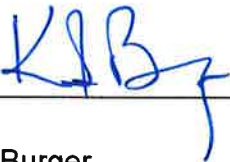
be heard on TBD (date) at 7:00 PM.

Additional information can be obtained by contacting the Holly Springs Department of Planning & Zoning at (919) 557-3908.

Thank you,

Signature of Applicant:

Date:



1/31/2022

Name Kurt Burger Company Foxfield Land Partners
Mailing Address 1106 Dominion Hill Drive
City Cary State NC Zip 27519
Telephone # (919) 538-2440 Fax # () E-Mail kurt@foxfieldland.com

AFFIDAVIT OF OWNER NOTIFICATION



The following Affidavit of Owner Notification shall be provided at time of petition submittal if the Applicant is requesting a Zoning Map Change for property(s) he/she does not own at the time of the petition submission.

The following form or a separately prepared document in substantially the same form may be used for submitting the Notice of the requested Zoning Map Change and the public hearing in association with a request for a Zoning Map Change to the property owner(s). The form must be sent to the owner(s) via certified mail. This Affidavit is to be signed by the Applicant of the requested Zoning Map Change and have attached thereto the USPS green certified mail receipt and a copy of the form sent to the owner(s) to ensure that all record owners of the property have been notified by the Applicant(s).

For DPZ Use only

Project # _____

Date Received: _____

AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I hereby certify to the Town of Holly Springs that the owner of the property described by Wake County Real Estate ID 0094223 and PIN 0638-81-4177 was served the notification attached to this Affidavit indicating the requested zoning map change petition and public hearing date and time. As evidence of the service of the notification, I hereby attach the return receipt from the certified mailing of this notice.

This the 31st day of January, 2022.

Applicant Signature [Signature]

Printed name of Applicant Kurt Burger

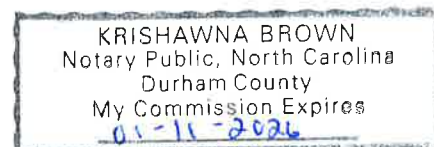
NOTARY STATEMENT

Sworn to and subscribed before me the 31st day of January, 2022.

Notary Public in and for the State of North Carolina. My Commission expires: 01/11/2026

[Signature] / Krishawna Braun
Notary Public Printed

Seal



NOTIFICATION TO PROPERTY OWNER

Dear Property Owner,

I am requesting the Holly Springs Town Council to rezone your property described by:

Wake County Real Estate ID# 0094223

and PIN 0638-81-4177

located at 2209 AVENT FERRY RD

from R30 (existing zoning district) to

R10 Residential: Conditional Zoning (proposed zoning district).

The public hearing before the Holly Springs Town Council on the matter will

be heard on TBD (date) at 7:00 PM.

Additional information can be obtained by contacting the Holly Springs Department of Planning & Zoning at (919) 557-3908.

Thank you,

Signature of Applicant:

Date:



1/31/2022

Name Kurt Burger Company Foxfield Land Partners
Mailing Address 1106 Dominion Hill Drive
City Cary State NC Zip 27519
Telephone # (919) 538-2440 Fax # () E-Mail kurt@foxfieldland.com

AFFIDAVIT OF OWNER NOTIFICATION



The following Affidavit of Owner Notification shall be provided at time of petition submittal if the Applicant is requesting a Zoning Map Change for property(s) he/she does not own at the time of the petition submission.

The following form or a separately prepared document in substantially the same form may be used for submitting the Notice of the requested Zoning Map Change and the public hearing in association with a request for a Zoning Map Change to the property owner(s). The form must be sent to the owner(s) via certified mail. This Affidavit is to be signed by the Applicant of the requested Zoning Map Change and have attached thereto the USPS green certified mail receipt and a copy of the form sent to the owner(s) to ensure that all record owners of the property have been notified by the Applicant(s).

For DPZ Use only

Project # _____

Date Received: _____

AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I hereby certify to the Town of Holly Springs that the owner of the property described by Wake County Real Estate ID 0028331 and PIN 0638-80-2381 was served the notification attached to this Affidavit indicating the requested zoning map change petition and public hearing date and time. As evidence of the service of the notification, I hereby attach the return receipt from the certified mailing of this notice.

This the 31st day of January, 20 22.

Applicant Signature [Signature]

Printed name of Applicant Kurt Burger

NOTARY STATEMENT

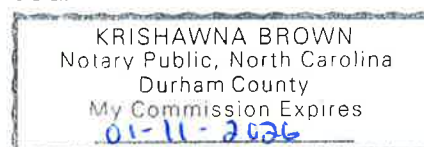
Sworn to and subscribed before me the 31st day of January, 20 22.

Notary Public in and for the State of North Carolina. My Commission expires: 01/11/2026

[Signature]
Notary Public

Krishawna Brown
Printed

Seal



NOTIFICATION TO PROPERTY OWNER

Dear Property Owner,

I am requesting the Holly Springs Town Council to rezone your property described by:

Wake County Real Estate ID# 0028331

and PIN 0638-80-2381

located at 2225 AVENT FERRY RD

from R30 (existing zoning district) to

R10 Residential: Conditional Zoning (proposed zoning district).

The public hearing before the Holly Springs Town Council on the matter will

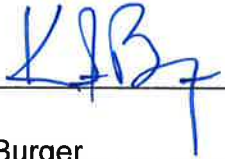
be heard on TBD (date) at 7:00 PM.

Additional information can be obtained by contacting the Holly Springs Department of Planning & Zoning at (919) 557-3908.

Thank you,

Signature of Applicant:

Date:



1/31/2022

Name Kurt Burger Company Foxfield Land Partners
Mailing Address 1106 Dominion Hill Drive
City Cary State NC Zip 27519
Telephone # (919) 538-2440 Fax # () E-Mail kurt@foxfieldland.com

AFFIDAVIT OF OWNER NOTIFICATION



The following Affidavit of Owner Notification shall be provided at time of petition submittal if the Applicant is requesting a Zoning Map Change for property(s) he/she does not own at the time of the petition submission.

The following form or a separately prepared document in substantially the same form may be used for submitting the Notice of the requested Zoning Map Change and the public hearing in association with a request for a Zoning Map Change to the property owner(s). The form must be sent to the owner(s) via certified mail. This Affidavit is to be signed by the Applicant of the requested Zoning Map Change and have attached thereto the USPS green certified mail receipt and a copy of the form sent to the owner(s) to ensure that all record owners of the property have been notified by the Applicant(s).

For DPZ Use only

Project # _____

Date Received: _____

AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I hereby certify to the Town of Holly Springs that the owner of the property described by Wake County Real Estate ID 0094249 and PIN 0638-70-7772 [partial] was served the notification attached to this Affidavit indicating the requested zoning map change petition and public hearing date and time. As evidence of the service of the notification, I hereby attach the return receipt from the certified mailing of this notice.

This the 31st day of January, 2022.

Applicant Signature [Signature]

Printed name of Applicant Kurt Burger

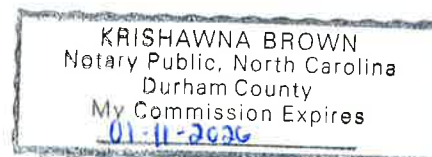
NOTARY STATEMENT

Sworn to and subscribed before me the 31st day of January, 2022.

Notary Public in and for the State of North Carolina. My Commission expires: 01/11/2026

[Signature] / Krishawna Brown
Notary Public Printed

Seal



NOTIFICATION TO PROPERTY OWNER

Dear Property Owner,

I am requesting the Holly Springs Town Council to rezone your property described by:

Wake County Real Estate ID# 0094249

and PIN 0638-70-7772

located at 2305 AVENT FERRY RD

from R30 (existing zoning district) to

R10 Residential: Conditional Zoning (proposed zoning district).

The public hearing before the Holly Springs Town Council on the matter will

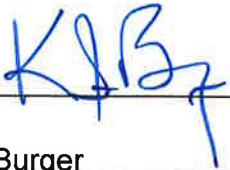
be heard on TBD (date) at 7:00 PM.

Additional information can be obtained by contacting the Holly Springs Department of Planning & Zoning at (919) 557-3908.

Thank you,

Signature of Applicant:

Date:



1/31/2022

Name Kurt Burger Company Foxfield Land Partners
Mailing Address 1106 Dominion Hill Drive
City Cary State NC Zip 27519
Telephone # (919) 538-2440 Fax # () E-Mail kurt@foxfieldland.com

AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a Conditional Use District and/or Conditional Use Permit on their property, this affidavit must be completed and signed by all record owners of the subject property.

The persons listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to

Macon family properties of _____
(Name of Representative) (Name of Company)

to submit a Petition for Zoning Map Change to a Conditional Use District and/or for a Conditional Use Permit for my (our) property from

R30 to R10 Residential: Conditional Zoning
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Use Permit.

For DPZ Use only

Project # _____

Date Received:

Signature of Owner(s):

Wake County PIN/REID:

0638-71-6449 / 0182472

0638-81-4177 / 0094223

0638-80-2381 / 0028331

0638-70-7772 / 0094249

State of _____

County of _____

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

Notary Public in and for the State of North Carolina. My Commission expires: _____

Notary Public / _____
Printed

Seal

CONDITIONAL USE PERMIT

The following Conditional Use Permit form or a separately prepared document in substantially the same form may be used for submitting the Conditional Use Permit Restrictions Statement in association with a request for a Conditional Use District. The attached form is intended to meet the recording standards of the Wake County Register of Deeds.

If there are no changes to the Conditional Use Permit at the Public Hearing, the Department of Planning & Zoning will have the Review Officer sign the Permit and return it to the Applicant for recording in accordance with the Town of Holly Springs Development Procedures Manual.



If there are minor changes to the Conditional Use Permit approved at the Public hearing, the Applicant must modify the Permit to reflect the changes that were made and return the revised Permit to the Department of Planning & Zoning within ten (10) business days for Review Officer signature prior to recording in accordance with the Town of Holly Springs Development Procedures Manual.

An additional public hearing shall be required If the changes being required or requested are of such a substantial nature as to effect any of the following: the type of use, greater than 10% change in the overall density, significant alterations to site access, or hours of operation. If an additional public hearing is required, then the Petitioner shall modify the permit and cover the cost of republishing public notice.

Standard Document Criteria

A standard document meets the following criteria. If a document fails to meet any one of these criteria, the non-standard document fee will be added.

- Paper size is 8.5" x 11" or 8.5" x 14"
- Blank margin of 3" at top of first page.
- Blank margin of at least 1/4" on remaining sides of first page and on all sides of subsequent pages.
- Typed or printed in black on white paper in a legible font.
- A font size no smaller than 9 point shall be considered legible.
- Blanks in an instrument may be completed in pen and corrections to an instrument may be made in pen.
- One-sided only.
- Instrument type is stated at center of first page.

Prepared By: Peak Engineering & Design (Jeff Roach)
1125 Apex Peakway
Apex, NC 27502

Returned To: Town of Holly Springs Department of Planning & Zoning
P.O. Box 8
Holly Springs, NC 27540

Instrument Type: Other – Conditional Use Permit

TOWN OF HOLLY SPRINGS
ZONING PETITION

CONDITIONAL USE PERMIT

DPM Appendix #A.02
Supplement #15
November 2018



In accordance with the Town of Holly Springs Unified Development Ordinance, the Owner of the real estate located in the Town of Holly Springs, North Carolina, or its extra-territorial jurisdiction, which is described below, offers the following use and development standard restrictions for the following described parcel of real estate:

LEGAL DESCRIPTION:

Property Owner: See attached list of property owners

Property Descriptions: large lot residential and partially vacant properties

PIN(s): 0638-71-6449 (N/F Mary Hare Macon)

0638-81-4177 (N/F Katherine Macon)

0638-80-2381 (N/F Mary Hare Macon)

0638-70-7772 [PARTIAL] (N/F Stephen Macon)

NORRIS CROSSING

Property Owner – Exhibit ‘A’

Property Owner	Contact Information	Email Address	PIN	Real Estate ID (REID)	Acreage	Current Zoning
Olive Family Land Company, LLC	Carla O. Trepper 9016 Barker Rd New Hill, NC 27562	carla@jcpowdercoating.com	0638-82-4248	0004033	10.43 acres	R-30
2MM LLC	Selva Mohan 109 Oxyard Way Cary, NC 27519	2mmlccary@gmail.com	0638-81-0828	0021750	8.20 acres	R-30
Macon, Mary Hare	315 Brook Lane Newport, NC 28570		0638-71-6449	0182472	14.71 acres	R-30
Macon, Katherine Johnson	P.O. Box 370 Atlantic Beach, NC 28512		0638-81-4177	0094223	15.31 acres	R-30
Macon, Mary Hare	315 Brook Lane Newport, NC 28570		0638-80-2381	0028331	21.21 acres	R-30
Macon, Stephen	Stephen Macon 2305 Avent Ferry Rd Holly Springs, NC 27540	scmacon@splithousevineyard.com	0638-70-7772	0094249	3.50 acres and 1.05 acres (partial rezoning)	R-30

** All of the Macon properties will be signed by one or more of the following family members:

- Jerry Macon (currently executor of the estate) jerry.macon@yahoo.com
- Stephen Macon scmacon@splithousevineyard.com
- Lee Macon leemacon@gmail.com
- Alisa Macon akmacon@hotmail.com
- Anne Brannon (annebrannon@att.net)

Applicant and Owners’ Representative:

Foxfield Land Partners, LLC
Mr. Kurt Burger
1106 Dominion Hill Drive
Cary, NC 27519
(919) 434-5002
(kurt@foxfieldland.com)

Civil Engineer and Applicant’s Representative

Peak Engineering & Design, PLLC
Jeff Roach, P.E.
1125 Apex Peakway
Apex, NC 27502
(919) 439-0100
(jroach@peakengineering.com)

WRITTEN STATEMENT / TERMS OF CONDITIONAL USE PERMIT:

1. See attached list of proposed zoning conditions.

2.

3.

4.

5.

The terms and conditions contained in this instrument shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners, heirs, devisees, grantees, lessees, and licensees of the above-described real estate and other persons acquiring an interest therein. The terms of this conditional use permit may be modified or terminated by a decision of the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change.

The terms and conditions contained in this instrument shall be effective upon the approval of the conditional use district on the subject real estate and the approval of this Conditional Use Permit by the Town Council pursuant to the Town of Holly Springs Unified Development Ordinance, and shall continue in effect until modified or terminated by the Town of Holly Springs Town Council.

The terms and conditions of this instrument may be enforced by the Town of Holly Springs Town Council.

This Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

IN WITNESS WHEREOF, Owner has executed this instrument this _____ day of _____ 20_____,

Norris Crossing
Conditions of Zoning
Revised: February 2, 2022

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The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with the Norris Crossing rezoning, the Developer agrees they (i) are familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget; and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.

1. The property shall be developed in compliance with the Town of Holly Springs' Unified Development Ordinance (UDO) Section 2.09 – Development Options for Residential Districts.
2. Permitted uses are limited to:
 - Single family detached residential
 - Family care home
 - Accessory apartment
 - Utility, minor
 - Park, active
 - Park, passive
 - Greenway
 - Recreation facility, private
3. The project's gross density will not exceed 2.33 dwelling units/acre
4. The maximum number of proposed dwelling units shall not exceed 173 units (or 2.33 dwelling units/acre).
5. Lot design standards:
 - a. Minimum lot size is 7,500 SF
 - b. No more than 45% of the lots shall be less than 8,000 SF
 - c. No less than 20% of the lots shall be greater than 10,000 SF
 - d. 60' min lot width
 - e. 100' min lot depth
6. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.

7. Garage doors must have windows, decorative details, or carriage-style adornments on them and shall not extend further than 10 feet forward of the front façade.
8. A varied color palette shall be utilized on homes throughout the subdivision, to include a minimum of three (3) color families for siding and shall include varied trim, shutter and accent colors complementing the siding color.
9. Home Owners Association (HOA) covenants shall not restrict the construction of any accessory dwelling unit.
10. The applicant agrees to provide a Fee in Lieu contribution for the installation by others of the proposed traffic signal at the intersection of Holly Meadow Drive and Avent Ferry Road payable at the issuance of the Land Disturbing Permit for the project. This fee in lieu – \$205,000.00 – is in excess of any improvements identified within the approved Traffic Impact Analysis Special Study. Further, the dedication and construction of street rights of ways as shown in the approved Comprehensive Transportation Plan shall be required consistent with the requirements of N.C.G.S. Sec. 160D-801, et seq.
11. A pedestrian connection shall be made in the southern portion of the project within the open space on the N/F Mary Hare Macon property (PIN 0638-80-2381).
12. The applicant agrees to provide off-site roadway improvements and other transportation recommended modifications based upon the approved Transportation Impact Analysis (TIA) dated November 6, 2020 from Ramey Kemp & Associates.
13. The northwest corner of the property adjacent to Avent Ferry Road shall include an open space area a minimum of 40,000 square feet installed to include walking areas and benches as generally illustrated on the attached Open Space Exhibit.

Norris Crossing NW Corner Open Space Exhibit



Norris Crossing
Conditions of Zoning
Revised: February 1, 2022

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 - Park, active
 - Park, passive
 - Greenway
 - Recreation facility, private
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4. The maximum number of proposed dwelling units shall not exceed 173 units (or 2.33 dwelling units/acre).
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(Individual Owner)

Signature_____ (Seal)

Signature_____ (Seal)

Printed_____

Printed_____

(Individual Acknowledgment)

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, Owner(s) of the real estate described above who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, _____.

Signature _____

Printed _____

My Commission expires: _____



February 2, 2022

Town of Holly Springs Development Services Department
128 S. Main Street
Holly Springs, NC 27540
(919) 557-3905

To Whom It May Concern,

Pursuant to a request from staff related to the zoning commitments for the Norris Crossing project, we have provided a summary of the current conditions. The conditions being proffered as part of the zoning are a result of months of discussions with staff, meetings with neighbors and property owners, and the result of the Planning Board meeting in February 2021 and a Town Council meeting in March 2021.

Norris Crossing
Conditions of Zoning
Revised: February 2, 2022

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13. The northwest corner of the property adjacent to Avent Ferry Road shall include an open space area a minimum of 40,000 square feet installed to include walking areas and benches as generally illustrated on the attached Open Space Exhibit.

The zoning conditions are provided to the Town of Holly Springs as part of the zoning request for the Norris Crossing subdivision. If there are any questions concerning the applicant's intent or language contained within the conditions, do not hesitate to contact myself or the application for clarification.

K.B.

Mr. Kurt Burger (Project Applicant)
Foxfield Land Partners, LLC
1106 Dominion Hill Drive
Cary, NC 27519

Jeffrey L. Roach

Jeffrey Roach, P.E. (Project Engineer)
Peak Engineering & Design, PLLC
1125 Apex Peakway
Apex, NC 27502

Norris Crossing NW Corner Open Space Exhibit





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Public Hearings

Title: Gallagher Brewery Special Exception Use 21-SEU-06 - Quasi-judicial Hearing

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Bronwyn Bishop, Development Services

Action(s):

1. Conduct Quasi-Judicial Public Hearing to consider a Special Exception Use (SEU) to allow for an artisan food and beverage producer within the TV Town Village District.
2. Adopt Resolution 22-05 to make and accept the Findings of Fact for consideration of and to approve the SEU, with the conditions listed in the attachment.

Explanation:

- A Special Exception Use (SEU) is a Permitted Use within a specific zoning district that may not necessarily fit in the surrounding areas and uses and is subject to further review. Applicants requesting an SEU must be able to demonstrate that all required Findings of Fact are being met.
- The Town Council, through public hearing and sworn testimony, must be able to make findings that these facts will be met.
- The applicant is requesting SEU approval for an artisan food and beverage producer at 300 S. Main Street (a tenant space within The Block on Main).
- Since the parcel is zoned TV Town Village District, a SEU is required to evaluate the appropriateness of an artisan food and beverage producer use.

Background:

- The applicant is requesting an SEU to allow use of an existing tenant space within 300 S. Main Street (The Block on Main) for an artisan food and beverage producer.
- The building was previously approved for an SEU (18-SEU-15) in 2019 to allow an artisan food and beverage producer for a craft distillery. That business owner decided not to move forward with the project following SEU approval.
- Any changes proposed to the building exterior or site will be required to go through the full Development Plan Amendment process for compliance with previous approvals for The Block on Main as well as the Unified Development Ordinance.

Planning Board Recommendation

- The Planning Board discussed the proposal on January 25, 2022 and recommended the Town Council approve the proposed Special Exception Use (8-0).

Town Council Business Meeting
February 15, 2022

- Discussion items included odor generated by production, fire hazard concerns, and screening.
- Planning Board member Chris Deshazor made a motion to the Town Council to discuss alternative transportation options in lieu of driving in the Holly Springs downtown to support the addition of these types of establishments.

Funding Source(s):

N/A

Attachment(s):

1. 21SEU06_Gallagher Brewery Development Petition
2. 21SEU06_Gallagher Brewery PB Staff Report_01252022
3. 22-05 - 21SEU06_GallagherBrewery_ResolutionFingsofFact

DEVELOPMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:
<http://www.hollyspringsnc.us/planning>



Petition Type:

☐ Master Plan

- ☐ New Detailed ☐ New Schematic
☐ Major Amendment ☐ Minor Amendment*

☐ Preliminary Plan- Major Subdivision

- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☐ Development Plan (check all that apply)

- ☐ New ☐ Major Amendment ☐ Minor Amendment*
☐ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☐ Multifamily
☐ Residential Development Options or Infill Development Options

☐ Special Exception Use

- ☒ New ☐ Family Child Care Home

* Specify purpose of amendment on Certificate of Plan Revisions

For DPZ Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☐ Final

Project Information:

Project Name: Gallagher Brewery

If this project is part of a previously approved plan, please specify:

PUD/Master Plan/Subdivision _____ Shopping Center/Lot# _____

Project Location: 300 S. Main St, Suite 204

Use street address. If none, use the closest intersection

☒ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation

PIN: 0649902837 Real Estate ID: 0057267Project Acreage (rounded to nearest tenth): _____ Partial Parcel: ☐ No ☐ Yes (additional fee)Current Zoning: TV Proposed Use (see UDO Primary Use List): Artisan Food and Beverage ProducerOpen Space [See UDO Section 7.06(F)(4)]: ☐ Dedication ☐ Fee-in-lieu ☐ Combination ☐ N/AWaivers Requested: ☒ No ☐ Yes- Specify UDO Section Number(s): _____

If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet

Scoping Meeting Date: _____ Concept Meeting Date: _____

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

Petition Contact Information: (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☒ Design Professional ☐ Developer ☐ Other _____

Name Kurt West Company West WorkshopMailing Address 400 Ancient Oaks DrCity Holly Springs State _____ Zip 27540Telephone # (202) 957-0933 E-Mail kurt@westworkshop.comHow would you like to receive staff review comments? ☒ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Design Professional if different than Applicant/Contact

Name _____ Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # (_____) _____ E-Mail _____

How would you like to receive staff review comments? ☐ E-Mail ☐ US MailHow would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Developer

Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) _____ E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Architect

Name Kurt West (see above) Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) _____ E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Landscape Architect

Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) _____ E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Other: Business Owner / Tenant (any other contact that should receive comments and correspondence for this project)

Name Chris Gallagher Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (617) 571-8783 Alternate Telephone # (_____) _____
Fax # (_____) _____ E-Mail gallagher.chris.37@gmail.com
How would you like to receive staff review comments? ☐ Fax ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☒ E-Mail ☐ US Mail- Certified

Property Owner - Required

Name Chris Harol Company Malbec Properties
Mailing Address 5234 Mabe Dr
City _____ State _____ Zip 27540
Telephone # (_____) _____ E-Mail _____
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Certificate of Submittal Completion

I, Kurt West, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.

Signature: _____ Date: _____



2021-09-27

SPECIAL EXCEPTION USE FINDINGS OF FACT



You must respond to all findings; please type or print legibly in blue or black ink.

Project Information:

Project Name: Gallagher Brewery

Special Exception Use:

UDO Section No.: 3.03.2.(c)

Special Exception Use: Artisan Food and Beverage Producer

Specific Special Exception Use Request:

Craft brewpub in the Town Village District

For DPZ Use only

Project # _____

Date Received:

Findings of Fact:

A petition for Special Exception Use may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or unique conditions that would enable the Board to make a written determination that:

(1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare:

We will follow all state, local and ABC regulations to assure public health, safety, comfort, community moral standards, convenience and general welfare.

(2) The proposed use will not injure or adversely affect the adjacent area or property values therein:

We believe the proposed use will not injure or adversely affect the adjacent area or property values therein. The proposed use will bring customers to the building thus directly benefiting all of the other tenants. Product deliveries will be made off-hours as to not come into contact with patrons. If tours of the production facility will be given to customers (not known today), all industry standard and required safety protocols will be followed.

(3) The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan:

The proposed use is consistent with the character of the TV district, land uses of the TV district and the H.S. comprehensive plan. We believe that the inherent qualities of a local brewery operated by local residents, in particular the large communal tables and flexible space with the ability to host community gatherings, will promote social interaction and help enrich the quality of the TV district and the H.S. community at-large.

(4) The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved by the Town Council in which case the proposed use shall conform to the terms and conditions of such waiver):

The proposed use following the development guidelines of the TV district.

As of today, there are no plans to provide tours of the production facility.

(5) Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency:

The subject tenant space is inside a new building (2020) which provides many new sidewalks and access to public parking. There will be 3 points of egress within the tenant space.

- (6) Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood:**

There are 5 off-street parking spots at the front door. There is an existing trash enclosure for the building conveniently located adjacent to the tenant space.

- (7) The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use:**

The proposed new work will comply with all applicable state and local construction codes. No food will be prepared for public consumption on the premises with the exception of prepackaged snacks, thus there will be no kitchen equipment on site. We anticipate our customers will patronize the many adjacent eateries. Additionally, private functions (ie. wedding receptions) will be held in the space thus catered food will be delivered for those events only.

- (8) Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the proposed use:**

All public and private facilities and services and uses will be adequate to handle the proposed use.

- (9) The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts:**

An outdoor seating area will be added in the future. The seating will be screened from adjoining (south) property. All screening, buffering, landscaping and pedestrian ways will harmonize with the adjoining properties and general area to minimize adverse impacts.

- (10) The type, size, and intensity of the proposed use, including such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood:**

The proposed use will not significantly affect adjoining properties in the neighborhood. The tenant space above is an office use, the tenant nextdoor is a restaurant. There are no other neighboring properties (unbuilt land). There are future plans for a outdoor seating area and a new door w/ mezzanine on the south side of the building. A new door will need to be installed on the south wall of the tenant space to give patrons access. A handicap accessible ramp to the outdoor area (adjacent to the existing exterior stair) is planned for the future also; The hours of operation will be as follows: Everyday 11am-11pm

Certificate of Completion

I certify that all information presented in this application is accurate to the best of my knowledge and belief. Further, I grant permission for members of the Planning Board, Town Council, and Town Staff to visit the site in question for informational, advertisement, and inspection needs.

Signature of Applicant: 

Date: 2021-11-19

Signature of Owner: 

Date: 9/29/21

GRAPHICS LEGEND

- EXISTING CONSTRUCTION
- CONSTRUCTION TO BE REMOVED
- NEW GYP. BOARD PARTITION U.N.O.
- NEW FACE BRICK WALL
- NEW CMU WALL
- EXISTING DOOR / NEW DOOR



KURT WEST, AIA
P: 202-457-0933
P: 818-443-8763
E: KURT@WESTWORKSHOP.COM

NC LIC. NO. - 15137
VA LIC. NO. - 0401017033
DC LIC. NO. - ARC200704

PROJECT NO.
2144A

GALLAGHER BREWERY
TENANT IMPROVEMENT

300 MAIN ST., #204
HOLLY SPRINGS, NC 27540

ISSUE:	
DATE	DESCRIPTION
2021-10-15	SPECIAL EXCEPTION USE
2021-12-03	SPECIAL EXCEPTION USE REVISED

REVISION:		
DATE	DESCRIPTION	NO.

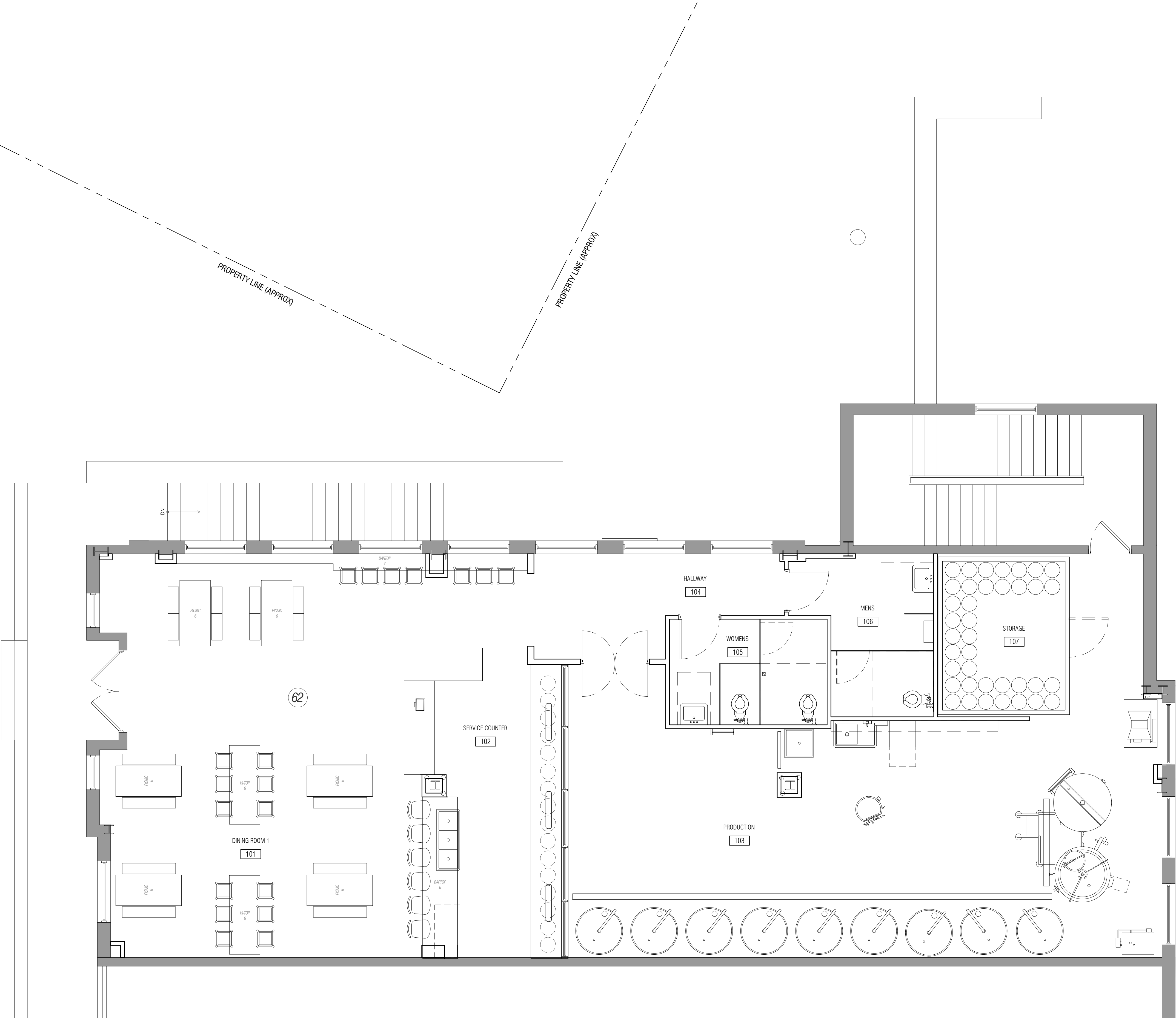
SHEET TITLE:
PROPOSED FLOOR PLAN

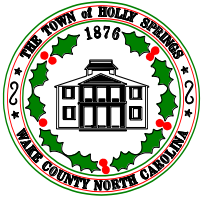
SHEET:

A101



1 | PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"





Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR SPECIAL EXCEPTION USE Gallagher Brewery at The Block 21-SEU-06

PETITIONER(S):

Kurt West
West Workshop
400 Ancient Oaks Dr.
Holly Springs, NC 27540

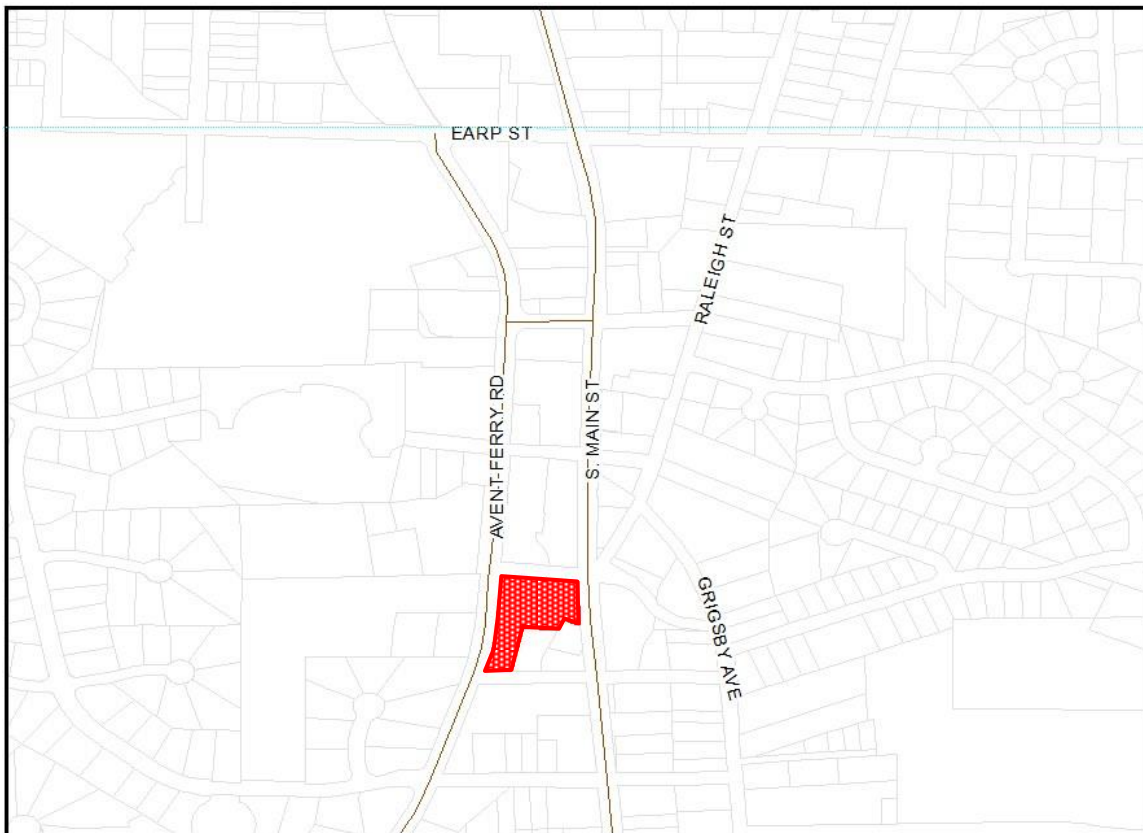
DEVELOPER(S):

Chris Gallagher
Gallagher Brewery
428 Oaks End Dr.
Holly Springs, NC 27540

PROPERTY OWNER(S):

Chris Harol
Malbec Properties
5234 Mabe Dr.
Holly Springs, NC 27540

LOCATION MAP



LOCATION: ☒ Within Corporate Limits of Holly Springs ☐ Within Holly Springs ETJ ☐ Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: January 25, 2022
Town Council Action: February 15, 2022

STAFF CONTACTS: Bronwyn Bishop, Planner I

ATTACHMENTS:

Petitioner's Response to the Special Exception Use Findings of Fact
Proposed Floor Plan Exhibit

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Malbec Properties LLC	0649902837	TV	1.30
		Total:	1.30 acres

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	Town Village District	Commercial
North	Town Village District	Street, then commercial, civic (public parking)
South	Town Village District	Existing single-family home, undeveloped
East	Town Village District	Street, then church
West	R-15 Residential District	Street, then undeveloped

PROPERTY HISTORY

Rezoning History Proposed Zoning: Town Village District Approved by Town Council on: December 3, 1996	Project History Town Hall Commons/Public Parking Master Plan: March 5, 2017 Town Hall Commons/The Block Development Plan: January 1, 2018 300 S. Main St SEU (Artisan Food & Beverage): February 18, 2019 Town Hall Commons/The Block DP (Amendment): September 10, 2019 Town Hall Commons/The Block DP (Amendment): February 29, 2021
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SPECIAL EXCEPTION USE

Request to allow for a Special Exception Use as specified in Unified Development Ordinance Section 3.03 TV Town Village District to allow for the Artisan Food & Beverage Producer use at the property located at 300 S. Main Street, Wake County PIN 0649902837.

Special Exception Use Findings of Fact:

A special exception use may only be granted upon the presentation of sufficient evidence to enable a written determination that:

- The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare;
- The proposed use will not injure or adversely affect the adjacent area;
- The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan;

- d. The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved as set forth above, in which case the proposed use shall conform to the terms and conditions of such waiver).
- e. Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency;
- f. Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;
- g. The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use;
- h. Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the needs of the proposed use;
- i. The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts; and,
- j. The type, size, and intensity of the proposed use (including but not limited to such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use) will not have significant adverse impacts on adjoining properties or the neighborhood.

STAFF ANALYSIS

PROJECT OVERVIEW

A Special Exception Use is a Permitted Use within a specific zoning district that may not necessarily fit in with the surrounding areas and uses and is subject to further review. Applicants requesting a Special Exception Use, must be able to demonstrate that all required Findings of Fact are being met. The Town Council through the public hearing and sworn testimony must be able to make findings that these facts will be met and/or adhered to as part of the motion. If the Town Council determines that a Fact cannot be met or adhered to, then the Special Exception should be denied.

The applicant has requested a Special Exception Use for an Artisan Food and Beverage Producer within the Town Village District.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Future Land Use & Character Plan Designation: Downtown Village District

The core area of the Downtown Village District supports a compact development pattern with a mix of land uses (horizontal and vertical), high quality architecture, plazas and public spaces, and civic spaces that promote social interaction and celebrate the Holly Springs community.

Land Use Policies that apply to this project include:

- Buildings may stand two to five stories tall and include ***civic, retail, office, restaurant, or other entertainment uses*** with condominiums or apartments above storefronts.
- Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies.

SPECIAL EXCEPTION USE

There is an existing tenant space within The Block on Main building that the applicant has proposed to utilize for a brewery to produce beer. The applicable use provision within the Town Village Zoning District is Artisan Food & Beverage Producer, which requires a Special Exception Use permit. The applicant has provided documentation that this complies with the Unified Development Ordinance.

ENGINEERING

No changes to the water, sewer, or transportation facilities have been proposed with this Special Exception Use request.

PLANNING BOARD RECOMMENDATION TO THE TOWN COUNCIL

Motion that the Planning Board recommend the Town Council approve / deny Special Exception Use #21-SEU-06 as specified in Unified Development Ordinance Section 3.03 TV Town Village District to allow for the Artisan Food & Beverage Producer use at the property located at 300 S. Main Street, Wake County PIN 0649902837 as submitted by Kurt West with the following conditions:

- 1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 21-SEU-06.**
- 2. All previous conditions for *The Block on Main Development Plan* and *Town Hall Commons Master Plan* will apply to this Special Exception Use.**



Resolution No. 22-05

Date Adopted: February 15, 2022

Effective Date: February 15, 2022

**RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL
MAKING FINDINGS OF FACT FOR
SPECIAL EXCEPTION USE (21-SEU-06);
GALLAGHER BREWERY**

WHEREAS, the Town of Holly Springs Town Council adopted *Town of Holly Springs Unified Development Ordinance* ("UDO") in November 2002; and

WHEREAS, pursuant to NCGS §§160A-361 & 388 and the UDO, the Town Council of Holly Springs ("Town Council") has the authority to grant special exception uses, variances, and waivers if competent and substantial evidence is presented by the Petitioner which allows the Town Council to find as a fact that conditions either currently exist or may exist after implementation of conditions by the Town Council. Such findings are each of the following:

Special Exception Use Findings of Fact:

A special exception use may only be granted upon the presentation of sufficient evidence to enable a written determination that:

- a. The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare;
- b. The proposed use will not injure or adversely affect the adjacent area;
- c. The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan;
- d. The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved as set forth above, in which case the proposed use shall conform to the terms and conditions of such waiver).
- e. Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency;
- f. Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;
- g. The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any other service or equipment necessary to provide for the needs of

those persons whom may work at, visit or own property nearby to the proposed use;

- h. Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the needs of the proposed use;
- i. The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts; and,
- j. The type, size, and intensity of the proposed use (including but not limited to such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use) will not have significant adverse impacts on adjoining properties or the neighborhood.

WHEREAS, the Town Council has heard sworn testimony and has accepted and entered the Petitioner's written findings of fact into the minutes (Exhibit A) for the following requested Special Exception Use:

Part 1: Special Exception Use (21-SEU-06)

Special Exception Use #21-SEU-06 as specified in Unified Development Ordinance Section 3.03 TV Town Village District to allow for the Artisan Food & Beverage Producer use at the property located at 300 S. Main Street, Wake County PIN 0649902837.

WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the Petitioner's written findings of fact. The Town Council finds that the Petitioner's findings of fact to be consistent with the public testimony received on the requested Special Exception Use, and therefore the Town Council is able to reach conclusions independently (Exhibit C) or be reasonably able to meet the conclusions on the Findings of Fact upon implementation of conditions listed on Exhibit D to this Resolution.

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

- 1. To make and accept the Findings of Fact for Special Exception Use (21-SEU-06); as submitted by Kurt West.
- 2. This resolution shall take effect immediately.

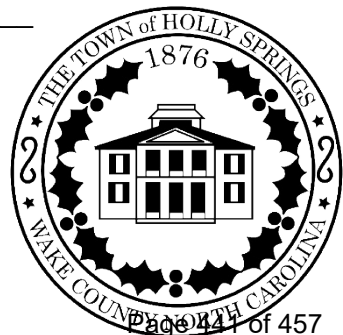
Adopted by the Holly Springs Town Council on this, the 15TH day of February, 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



RESOLUTION EXHIBIT A

Part 1: Special Exception Use (21-SEU-06) Findings of Fact Submitted By Petitioner

- (1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare:**

We will follow all state, local and ABC regulations to assure public health, safety, comfort, community moral standards, convenience and general welfare.

- (2) The proposed use will not injure or adversely affect the adjacent area or property values therein:**

We believe the proposed use will not injure or adversely affect the adjacent area or property values therein. The proposed use will bring customers to the building thus directly benefiting all of the other tenants. Product deliveries will be made off-hours as to not come into contact with patrons. If tours of the production facility will be given to customers (not known today), all industry standard and required safety protocols will be followed.

- (3) The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan:**

The proposed use is consistent with the character of the TV district, land uses of the TV district and the H.S. comprehensive plan. We believe that the inherent qualities of a local brewery operated by local residents, in particular the large communal tables and flexible space with the ability to host communal gatherings, will promote social interaction and help enrich the quality of the TV district and the H.S. community at-large.

- (4) The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved by the Town Council in which case the proposed use shall conform to the terms and conditions of such waiver):**

The proposed use following the development guidelines of the TV district.

As of today, there are no plans to provide tours of the production facility.

- (5) Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency:**

The subject tenant space is inside a new building (2020) which provides many new sidewalks and access to public parking. There will be 3 points of egress within the tenant space.

- (6) Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood:**

There are 5 off-street parking spots at the front door. There is an existing trash enclosure for the building conveniently located adjacent to the tenant space.

- (7) The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use:**

The proposed new work will comply with all applicable state and local construction codes. No food will be prepared for public consumption on the premises with the exception of prepackaged snacks, thus there will be no kitchen equipment on site. We anticipate our customers will patronize the many adjacent eateries. Additionally, private functions (ie. wedding receptions) will be held in the space thus catered food will be delivered for those events only.

- (8) Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the proposed use:**

All public and private facilities and services and uses will be adequate to handle the proposed use.

(9) The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts:

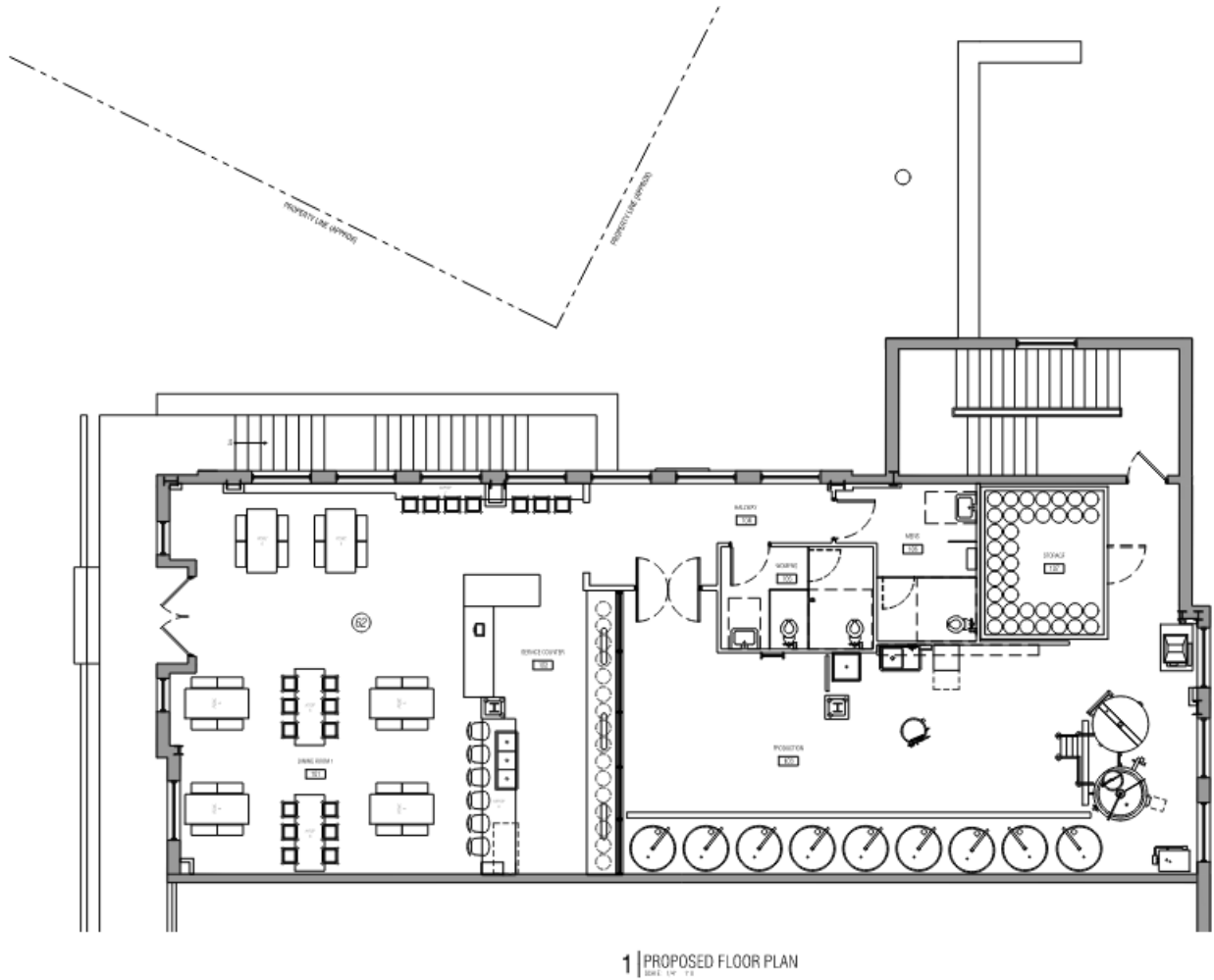
An outdoor seating area will be added in the future. The seating will be screened from adjoining (south) property. All screening, buffering, landscaping and pedestrian ways will harmonize with the adjoining properties and general area to minimize adverse impacts.

(10) The type, size, and intensity of the proposed use, including such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood:

The proposed use will not significantly affect adjoining properties in the neighborhood. The tenant space above is an office use, the tenant nextdoor is a restaurant. There are no other neighboring properties (unbuilt land). There are future plans for a outdoor seating area and a new door w/ mezzanine on the south side of the building. A new door will need to be installed on the south wall of the tenant space to give patrons access. A handicap accessible ramp to the outdoor area (adjacent to the existing exterior stair) is planned for the future also; The hours of operation will be as follows: Everyday 11am-11pm

RESOLUTION EXHIBIT B

SITE PLANS



RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

The Town Council accepts the findings of fact as presented in Exhibit A unless specified below:

The Town Council made the following additional findings:

Part 1: Special Exception Use (21-SEU-06)

No additional findings

RESOLUTION EXHIBIT D
CONDITIONS OF APPROVAL

The Town Council added the following conditions in order to adequately make and accept the Findings of Fact:

Part 1: Special Exception Use (21-SEU-07)

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 21-SEU-06.
2. All previous conditions for *The Block on Main Development Plan* and *Town Hall Commons Master Plan* will apply to this Special Exception Use.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

New Business

Title: Arbor Creek/Middle Creek Greenway Construction Contract Approval

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Matt Beard, Parks & Recreation, Tim Athy, Utilities and Infrastructure

Action(s):

- Adopt Parks and Recreation Capital Project Ordinance (22-03) to fully fund the Arbor Creek / Middle Creek Greenway project at \$6,484,565 including design, land easements, construction, and contingency.
- Award the construction contract to Fred Smith Company in the amount of \$4,987,525 for the Arbor Creek/Middle Creek Greenway.

Explanation:

- The Arbor Creek/Middle Creek Greenway project will construct a 2.9 mile paved greenway generally located between Sunset Lake Rd./Arbor Creek neighborhood area and Holly Springs Rd./Middle Creek crossing.
- This greenway project has been identified on the Parks & Greenways Master Plan as one of the top greenway segment opportunities in the Town.
- The segment will also serve as a regional greenway connection linking Holly Springs and Apex.
- A formal advertised bid was conducted by the town according to NCGS 143-129 and five (5) sealed bids were received with the lowest most responsible and responsive bid from Fred Smith Company in the amount of \$4,987,525.
- The original project budget approved by the Town Council was \$4,952,800, inclusive of the Linksland Dr. connection. The new total project cost estimate, which includes design, construction, land easements, and construction administration, is \$5,849,565. Adding in \$635,000 for contingencies brings the project budget total to \$6,484,565 - leaving a project budget gap of \$1,531,765.
- With the sale of the 2011 Parks and Recreation bonds, the Town received a premium payout benefit of \$1,177,668, which staff is recommending be used toward this project. An additional \$354,097 is being requested from the parks and recreation reserve (fee in lieu) to close the funding gap.
- This greenway project will increase the town's trail network by 20% from 12 to 15 miles of hard surface trails.

Background:

- This project was bid in the spring of 2021 prior to completion of the design and

construction drawing and environmental review in an effort to obtain the unissued 2011 Parks & Recreation Bond funds.

- All bids were rejected due to bid pricing at the time and so that the design for the Linksland Drive connection to Sunset Ridge North subdivision could be added and environmental permits and floodplain certifications prepared. The design is now complete and environmental permits are submitted. The low bid amount for the spring of 2021 was \$4,688,500 and did not include the Linksland Dr connection.
- Parks and Recreation Capital Project Ordinance (22-03) will supersede the previous project ordinance (21-30).
 - This ordinance covers all active parks and recreation capital projects, including the Arbor Creek/Middle Creek Project
 - The previous ordinance (21-30) funded all parks and recreation capital projects at \$21,762,688
 - The new ordinance (22-03) increases this fund by \$364,381 to a new total of \$22,127,069
 - The increase is recognizing an additional \$10,284 of bond premiums, bringing the total budgeted bond premium amount to \$1,177,668 that is dedicated to the Arbor Creek/Middle Creek Project.
 - The increase also moves \$354,097 from the Parks and Recreation Reserve fund to the Arbor Creek/Middle Creek Project.
 - The Arbor Creek/Middle Creek Greenway Project will now be fully funded at a total of \$6,484,565 which includes design, land easements, construction, and project contingency.

Funding Source(s):

2011 Parks & Recreation Bond premium

Parks and Recreation Reserve (fee in lieu) funds

Attachment(s):

1. 22-03 Parks Project Ordinance



Ordinance No. 22-03

Date Submitted: February 15, 2022

Date Adopted: February 15, 2022

**Parks and Recreation Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA**

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

SECTION I: The project authorized by this ordinance consists of parks and recreation capital projects.

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

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

Parks and Recreation Capital Project Fund	
Expenditures:	
Parks and Recreation Capital Projects	22,127,069
Total	22,127,069

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

Parks and Recreation Capital Project Fund	
Revenues:	
Transfers In	11,352,861
State Grants	580,000
Federal Grants	987,340
Bond Proceeds	9,177,668
Miscellaneous Revenues	29,200
Total	22,127,069

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

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

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

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

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

The provisions of this ordinance shall become effective February 15, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 15th day of February 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

New Business

Title: Condemn portion of right of way at 1000 South Main Street for Road Improvements.

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

Staff Resource: John Schifano, Town Attorney

Action(s):

Approve Resolution 22-06 authorizing the town attorney to file an eminent domain action to acquire right of way for South Main Street

Explanation:

- Construction of the Aspen Senior Living development requires a small taper of right of way widening to accommodate a deceleration lane on property owned by Avanti Properties, LLC at 1000 South Main Street.
- The right of way needed is 153 square feet and a temporary construction easement of about 4,500 square feet (Temporary construction easement is fully returned to the landowner once the road is constructed).
- The property owner at 1000 South Main is under review for a development and would be required to dedicate this as a condition of development. However, the timing of the roadwork necessitates this action now.

Background:

- This work is done pursuant to a development agreement with Village Gate.
- The Village Gate Rezoning and Development Agreement was approved at the June 16, 2020 Town Council meeting.
- The Village Gate development includes three tracts for an age-targeted senior living facility, medical offices, a childcare campus and mixed use.

Funding Source(s):

Street reserves funded by developer contribution.

Attachment(s):

1. Resolution for Avani Properties, LLC.



Resolution No. 22-06

Date Adopted: February 15, 2022

Effective Date: February 15, 2022

**RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL
AUTHORIZING CONDEMNATION PURSUANT TO CHAPTER 40A OF THE
NORTH CAROLINA GENERAL STATUTES AND SESSION LAWS 2005-57
(HOUSE BILL 393) TO ACQUIRE CERTAIN PROPERTY OF THOSE
PERSONS LISTED ON THE ATTACHED EXHIBIT "A"**

WHEREAS, the governing body of the Town of Holly Springs hereby determines that it is necessary and in the public interest to acquire certain property owned by those persons listed on Exhibit "A" for the following public purpose as provided by in Chapter 40A-3(b)(1): opening, widening, extending, or improving roads, streets, alleys, and sidewalks, 2) temporary construction easements as indicated in the legal descriptions, 3) right of way as indicated;

WHEREAS, the proper officials or representatives of the Town of Holly Springs have been unable to acquire the needed interest in this property by negotiated conveyance;

WHEREAS, the Town is authorized pursuant to N.C. Gen. Stat. § 40A utilizing the procedures contained in N.C. Gen. Stat. § 136 to acquire such interests in property for the public purpose heretofore stated;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA and by the governing body of the Town of Holly Springs that:

- 1) The Town of Holly Springs shall acquire by condemnation, for the purposes stated above, the property and interest described on "Exhibit A"; and;
- 2) The attorneys representing the Town of Holly Springs are directed to initiate the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described.

Adopted by the Holly Springs Town Council on this, the ____ day of February, 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



EXHIBIT A

EXHIBIT A

Exhibit A, Page 1

Tract: **0**

Owner : Avani Properties, LLC.

Owner Address: 280 Oak Haven Lane
Apex, NC 27523

Property Address: 1000 S. Main Street
Holly Springs, NC 27540

A. Description of Entire Tract Effected By Taking:

PIN: 0648876157

Tax ID: 0164097

Legal Description: BEING that approximate 1.53 acre tract known by the above Wake County PIN and TaxID, and being further described in a Deed found at Deed Book 018610, Page 02475, Wake County Registry.

B. Interest Acquired By Eminent Domain Description of Area Affected:

Legal Interest Conveyed:	Right of Way for Streets
an interest in fee simple absolute in the lands of the Grantor(s) as described in the Legal Description for the purpose of constructing, maintaining, using, egress and ingress, removal of vegetation, sloping, grading, digging and earthwork, and all other activities incident to roadway construction and usage for a public roadway in perpetuity, including the placement of any and all utilities, said construction and maintenance to be performed in the sole discretion of the Town, according to the standards of the Grantee, as amended from time to time.	
Legal Description of area conveyed	
The new variable right of way with sidewalk easement begins at a point that is along the line of S29°07'43"W of 72.24 feet, from N69°51'48"W of 7.30 feet to S37°53'39"W of 39.75 feet, to N38°53'14"E of 78.31 feet to S29°07'43"W of 36.73 feet to N69°51'48"W of 7.30 feet said variable with sidewalk easement is 417 sq. feet and variable width right-of-way dedication is 153 sq. feet.	
SquareFoot:	153

Legal Interest Conveyed:	Temporary Construction Easement
a right, privilege, and easement, for a period of 365 days from the start of initial construction by the Town or its agents, for a temporary construction easement allowing for egress and ingress, removal of vegetation, sloping, grading, digging and earthwork, and all other activities incident to construction in the easement area, said easement area as described in the legal description.	
Legal Description of area conveyed	
Beginning at a point that is along the line of N69°51'48"W of 304.64 feet from a 'Control Corner' of 687140.50 North, 2048420.70 East, to N41°10'08"E of 8.71 feet to S82°51'56"E of 39.17 feet, to N45°42'25"E of 30.32 feet, to N66°10'05"E of 93.48 feet, to S29°09'01"W of 35.50 feet to N69°51'48"W of 7.30 feet to N41°10'08"E of 8.71 feet said area is 4572 sq. feet	
SquareFoot:	4572

C. Statement of Authority

The Town of Holly Springs hereby acquires the above described estates in the land of the defendant(s) pursuant to N.C.G.S. 40A-3(b)(4) for the establishing, extending, enlarging, or improving sanitary sewer lines and systems.

Project Description:



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

New Business

Title: 2022 Local, State, and Federal Legislative Agenda

Strategic Priority Area: Economic Prosperity & Diversity

Responsible & Balanced Growth

Organizational Excellence

Safe & Friendly

Engaged, Healthy, & Active Community

Staff Resource: Randy Harrington, Town Manager, John Schifano, Town Attorney

Action(s):

Approve the Town Council's 2022 legislative agenda.

Explanation:

- The purpose of a "legislative agenda" is to guide the governing body's intergovernmental priorities for engagement and advocacy on policy or legislative issues that are important to the Town, residents, and businesses of Holly Springs.
- The proposed legislative agenda includes priorities at the county, state, and federal levels of government.

Background:

- At the organizational meeting in December 2021, Council designated Mayor Pro Tem Dan Berry and Council member Aaron Wolff to develop a potential legislative agenda with the assistance of the Town Manager and Town Attorney.
- A draft legislative agenda was presented to Council at the February 8, 2020 Workshop meeting. Legislative agenda topic areas are focused around transportation, preserving local authority, supporting investment in water infrastructure, and economic development.

Funding Source(s):

N/A

Attachment(s):

1. Legislative Agenda - 2022 FINAL-for agenda



2022 LOCAL, STATE, AND FEDERAL LEGISLATIVE AGENDA (Proposed)

Wake County

- **Reduce Landfill Malodors** – Support County actions at the South Wake Landfill that 1) invest in landfill malodor reduction and 2) establish and assess malodor metrics.
- **Expand Public Transit** – Support expansion and funding for transit in SW Wake County.

State

- **Preserve Local Authority**
 - Ability to execute **long-range community planning and annexation** for the efficient delivery of municipal services and congruent growth of the town.
 - **Tree preservation**
 - **Stormwater management and stream protection**
- **Support Investment in Transportation Infrastructure**
 - Advance NCDOT **investments to support State and local economic growth** in the following corridors: Sunset Lake Rd., Avent Ferry Rd., and west Holly Springs Rd., NC-55, and NW Holly Springs road network
 - Advance **Intelligent Transportation System** build out
 - **Expand municipal options to fund municipal transportation investments** in high growth communities and support any statewide efforts to reexamine unfunded local mandate to fund new school construction transportation infrastructure
- **Water/Wastewater/Reuse Infrastructure Funding Partnerships** – Seek State grants to advance regional Sanford Water Plant expansion, conveyance of Sanford water to Holly Springs (and Fuquay-Varina), and wastewater/reuse grants to expand Utley Creek Water Reclamation Facility.
- **Economic Development** – Seek partnership and grant opportunities to enhance competitiveness of joint Town/County/State ED recruitment efforts.

Federal

- **Water/Wastewater/Reuse Infrastructure Funding Partnerships** – Seek Federal Congressional funding and agency grants to advance regional Sanford Water Plant expansion, conveyance of Sanford water to Holly Springs (and Fuquay-Varina), and wastewater/reuse grants to expand Utley Creek Water Reclamation Facility.
- **U.S. Post Office Facility Investments** – Encourage facility investments including but not limited to customer lobby area expansion and implementation of a self-service kiosk.