



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of June 20, 2023 meeting agenda

RECOGNITIONS

5. Proclaim July as Parks and Recreation Month

CONSENT AGENDA

6. Approve the minutes of the June 6, 2023 business meeting.
7. End of Fiscal Year Budget Amendments
8. Historic Marker Program Policy

PUBLIC HEARINGS

9. Bond Order Public Hearing
10. Elliott Farm Rezoning 22-REZ-07 - Legislative Public Hearing
11. Duke Ops & Training Center Development Plan 22-DP-09 - Quasi-Judicial Public Hearing

NEW BUSINESS

12. 2023 Street Resurfacing and Preservation Project (TOHS Proj. 23-001)
13. Town of Holly Springs - Operations Campus Phase 1A Guaranteed Maximum Price (GMP) Amendment 001
14. Resolution for Condemnation relating to Holly Springs New Hill Rd/New Hill Rd and Old Holly Springs Apex Rd Realignment Project

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.

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.

Requests & Communications

Title: Proclaim July as Parks and Recreation Month

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Adam Huffman, Parks & Recreation, Kristen Denton, Parks & Recreation

Action(s):

Proclaim July as Parks and Recreation Month in Holly Springs.

Explanation:

- Purpose is to proclaim July as Parks and Recreation Month, a program of the National Recreation and Park Association (NRPA).
- This year's theme, "Where Community Grows", celebrates the vital role parks and recreation professionals play in bringing people together, providing essential services and fostering the growth of our communities.
- In celebration of the month, staff has planned a variety of free activities for all ages and interests.
- Parks and recreation is vitally important to establishing and maintaining quality of life, ensuring the health of all residents, and contributing to the economic and environmental well-being of our community.

Background:

- Since 1985, communities across America have celebrated July as Park and Recreation Month.
- The goal of Park and Recreation Month is to raise awareness of the vital impact that parks and recreation has on communities across the United States.

Funding Source(s):

N/A

Attachment(s):

1. Parks & Rec Month Proclamation

Town of Holly Springs



A Proclamation By The Mayor

Parks and Recreation Month

WHEREAS, parks and recreation is an integral part of our lives in Holly Springs as recognized by Town Council with a designation of one of the initiatives in the strategic plan to be an Engaged, Healthy and Active Community; and

WHEREAS, parks and recreation is vitally important to establishing and maintaining quality of life, ensuring the health of all residents, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, indoor and outdoor fitness opportunities, walking trails, and many other activities designed to promote active and healthy lifestyles; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, Holly Springs recognizes the benefits derived from parks and recreation programs, facilities, services and resources;

NOW THEREFORE, I, Sean Mayefskie, Mayor of Holly Springs, North Carolina do hereby proudly proclaim the month of July, 2023 as

PARKS AND RECREATION MONTH

and I urge all residents to enjoy our parks, greenways, facilities, and centers that promote fulfilling and healthy lifestyles through these abundant, healthy living options.

Proclaimed this, the 20th day of July, 2023.

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 20th day of June, 2023.

Sean Mayefskie, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Consent Agenda

Title: Approve the minutes of the June 6, 2023 business meeting.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the June 6, 2023 business meeting.

Explanation:

- Minutes in draft form are attached for the Council's review.
- If there are any corrections, please notify the Town Clerk 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. June 6, 2023 minutes - DRAFT



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, June 6, 2023. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Mayefskie, Mayor Pro Tem Berry, Council members Aaron Wolff, Shaun McGrath, Timothy Forrest, and Danielle Hewetson.

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Daniel Weeks, *Assistant Town Manager*; Scott Chase, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Jeff Wilson, *CIO, IT*; Mathew Mutter, *IT*; Corey Petersohn, *Budget and Sustainability*; Cassie Hack, *Director of Communications and Marketing*; LeeAnn Plummer, *Director, Parks and Recreation*; Paige Scott, *Director of Public Works*; Kendra Parrish, *Executive Director of Utilities and Infrastructure*; Paul Liquorie, *Police Chief*; LeRoy Smith, *Fire Chief*; Tina Stroupe, *Finance Director*; Chris Hills, *Director of Development Services*; Elizabeth Goodson, Brett Gosney, Catherine Jacobs, and Sean Ryan, *Development Services*; Kathy White, *Deputy Clerk*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor Paul Leitzel of Oasis Church.

4. Agenda Adjustment: The June 6, 2023 meeting agenda was adopted with changes, if any, as listed: move item 13 off Consent Agenda.

Motion: Berry
Second: McGrath
Vote: Unanimous

RECOGNITIONS

5. Pride of Holly Springs Proclamation

Mayor Mayefskie proclaimed June as Pride of Holly Springs Month and expressed the desire of the Town to support awareness, dignity, and equality for our diverse community. Thomas Rushing accepted the proclamation.

6. Men's Mental Health Month Proclamation

Mayor Mayefskie shared some facts about men's mental health and proclaimed June as Men's Mental Health Month in Holly Springs and invited Andi Curtis, Dr. Micha Krempasky and Rick Shrum from WakeMed to accept the proclamation.

Dr. Krempasky and Mr. Shrum commended the Town for supporting mental health.

7. Great Outdoors Month Proclamation

Mayor Mayefskie proclaimed June as Great Outdoors Month in Holly Springs and invited residents to explore the great outdoors. Parks and Recreation staff accepted the proclamation.

8. Flag Day Proclamation

Corey Petersohn, Administration, gave an overview of the history of the United States' flag, and the celebration of Flag Day. Mayor Mayefskie proclaimed June 14th as Flag Day in Holly Springs.

REQUESTS AND COMMUNICATIONS

9. Presentation of Proceeds from Battle of the Badges Softball Tournament

LeRoy Smith, Fire Chief, said that the Fire Department has partnered with GiGi's Playhouse for the last eight years. He introduced Life Safety Educator Joe Harasti, Assistant Chief Jaimie Holland, Firefighter Austin Stroup, and Lt. Michael Castelloe. Lt. Castelloe explained the history of the Battle of the Badges, and talked about its future. Members of GiGi's Playhouse came forward and spoke about their gratitude for the fundraiser and the support of the Fire Department. Chief Smith presented a check for \$8000 to of GiGi's Playhouse.

10. Transportation Investments Update

Kendra Parrish, Executive Director of Utilities and Infrastructure, said this item was to update Council on progress and delivery schedules of various transportation investments and to discuss the shift in scope of the Avent Ferry Road realignment project. She said that at their retreat in February Council discussed funding strategies for the Transportation Bond projects: Holly Springs Road Widening East and Central; the Main Street Right turn lane; NC 55 right turn lane; and the shift in scope of the Avent Ferry Road realignment. For the non-bond project of Holly Springs Road Widening West, Council discussed pursuing design on the partially funded project.

Ms. Parrish said that the Holly Springs Road East project was within budget and 35% complete. This summer work will begin on the south side, and the project is expected to be complete in the spring of 2025. She said that Holly Springs Road Central is 65% design complete and right-of-way acquisition will happen over the next six to eighteen months with a late 2026/2027 project completion target. The CIP budget is \$11.2 million and the current engineer's estimate is \$12.6 million.

Ms. Parrish said that Holly Springs Road widening West was a non-bond project that Council wished to pursue, recognizing the current funding gap. Design is underway for this project that has a CIP budget of \$10.5 million and a current engineer's estimate of \$15.5 million.

Ms. Parrish said the Main St. right turn lane is 100% design complete and right-of-way acquisition is underway. Construction will be from late 2023 to late 2024. The CIP budget is \$1.7 million. The current engineer's estimate is \$2.1 million, but there is an endorsed funding strategy. The NC 55 right turn lane is awaiting final NCDOT approval, permitting is complete and construction is targeted for late 2023 to late 2024. The CIP budget is \$2.7 million with a current engineer's estimate of \$3 million and an endorsed funding strategy. She said that these two projects will be bid together for economies of scale.

Ms. Parrish said that the Avent Ferry Road Realignment has been reimagined as the Downtown Sidewalk Connection. Design will be in-house and a LAPP Grant will provide funding for the \$1 million project that will provide sidewalk connections to the Downtown Village District, the Hunt Center, Womble Park, and Rex Hospital. This would connect at Oak Avenue, where we have right-of-way already. She said staff has spoken to CAMPO about this new scope and they seemed favorable to using the LAPP grant for that. She asked for Council feedback to move forward.

Ms. Parrish said the signal at Avent Ferry Road and Holly Meadow Road at the Holly Glen subdivision entrance has received bids and will appear on the July Council meeting for award. Pending developer contribution, construction could begin in as early as late summer 2023. The CIP budget is \$650,000, which is partially funded via development contributions. She said other updates that would be discussed in more detail at a future meeting include installation of rectangular rapid flashing beacon (RRFB) crosswalk signals at Main & Earp; Main & Maple; Bass Lake & Earp; and Bass Lake & Stinson. Pedestrian improvements are planned on Main St. from the Trellis Point apartments to the Arbor Creek subdivision, and an internal sidewalk connection from Town Hall to

Avent Ferry Road. Traffic calming projects are proposed for several locations including 12 Oaks, Holly Glen, Honeycutt Farms, Town Hall and the Parks at Bass Lake. These could be several different types of projects, including signage, crosswalks, and other tools. She thanked the Public Works Department for their help in getting many of these smaller projects completed.

Council member Forrest said he is in favor of the Avent Ferry sidewalk project as many pedestrians use that route. Council member McGrath asked if the sidewalk was continuous along Main St. and Ms. Parrish said it was.

Consent Agenda

The Council passed a motion to approve all items on the Consent Agenda except Item 13 which was pulled for discussion. The motion carried following a motion by Mayor Pro Tem Berry, a second by Council member McGrath and a unanimous vote. The following actions were affected:

11. Minutes – Council approved the minutes of the May 9, 2023 workshop meeting, the May 16, 2023 business meeting, and the May 23, 2023 Budget Workshop.

12. Holly Springs Road Widening (West) Design and Survey Contract – Council approved the total project design budget of \$2,200,000 for survey, design, and construction plan documentation for Holly Springs Road Widening West (NC55 to Main Street) and authorized the Town Manager to sign and execute the Kimley-Horn design contract in the amount of \$1,889,500. Council authorized the Town Manager to sign and execute any other required agreements, amendments, or change orders necessary to deliver the Holly Springs Road widening (West) project design that are consistent with prior Council action, direction, and within the project budget and approved funding sources.

14. Installment Finance Agreement for Equipment and Vehicles – The Council adopted Resolution 23-16 authorizing the Town Manager to approve and execute Installment Purchase Agreement and directing staff to proceed with closing the loan and obtaining the funds for vehicle and equipment acquisitions not to exceed \$460,000.

A copy of Resolution 23-16 is attached to these minutes.

13. Ting Park Naming Rights Renewal Agreement

The Council moved this off of Consent agenda in order to have the chance to thank Ting for their partnership over the years. CM Hewetson said that the partnership with Ting had been an amazing thing. She said the naming rights were mutually beneficial. She recognized Tom O'Brien, representing Ting and thanked them for the partnership.

Action: Motion to approve a three-year agreement extension with Ting, Inc. for naming rights at North Main Athletic Complex and stadium (currently named as Ting Park and Ting Stadium.)

Motion by: Berry

Second by: Forrest

Vote: unanimous

PUBLIC HEARINGS

15. Pine Springs Preparatory Academy Rezoning 23-REZ-02

Brett Gosney, Development Services, said the purpose of this item was to consider a request for a Zone Map change from MXR CU Mixed-Use Residential Conditional Use to MXR CD Mixed-use Residential Conditional District at 220 Rosewood Centre Drive. He showed where the property is located within the town limits and reminded the Council and the public that a school is a legal nonconforming use and that nonconforming uses may not be enlarged, expanded, increased, or extended. Currently schools are only allowable through a Conditional District rezoning in all

Residential Use Districts. The site is currently zoned Mixed Use Residential and designated as N. Main Street District in the Land Use and Character Plan. He reminded the public of what a Conditional District accomplishes and the design goals associated with it, and showed the footprint of the proposed addition. He said the UDO standard in a Conditional District is a building height of 60 feet. The applicant is requesting 55 feet. The UDO requires a 10-foot type B perimeter buffer, and the applicant is proposing a 30-foot Type B.

Catherine Jacobs, Development Services, said that the applicant was proposing to replace the modular buildings but not to increase the number of students or teachers, so the existing water and sewer services and roadway infrastructure did not require any studies.

Planning Board Representative Roger Bess said that the Planning Board voted to recommend approval with a vote of 9 – 0. There were no negatives discussed in this plan. The Planning Board felt that the School was upholding their promise to replace modular units with permanent structures.

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

Bruce Friend, Head of School at Pine Springs, spoke for the applicant. He gave an overview of the school and said that they are one school with two campus buildings, one for K-5 and the other for 6th- 8th grades. He said the modular building has been in use since August of 2019 and was never intended as a permanent solution. He said the original site plan was approved with the current building extended to where the modular building currently sits.

Mr. Friend said that this approval would allow them to no longer use any modular building. The expansion would include office space and classroom space but would not increase the overall K-5 enrollment. He showed floor plans and elevations for the proposed building and asked Council to vote in favor of the rezoning.

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

MPT Berry asked if the school anticipated using public bonds to fund the addition. Mr. Friend said they did. Council member Wolff asked what the projected cost would be. Mr. Friend said just under \$5 million. Council member Wolff asked if any of the \$100,000 in Powel Bill Funds appropriated by the General Assembly from Holly Springs to Pine Springs Prep would go towards this project. Mr. Friend said that money went to the general budget and he couldn't tell whether any of it would go toward construction.

Council member McGrath asked if they were going to increase their enrollment. Mr. Friend said the middle school would increase enrollment, but K-5 would stay the same as this year. Council member McGrath asked if the TIA was done based on maximum enrollment or current. Ms. Jacobs said it is typically done for maximum enrollment, so there should be no changes. Council member McGrath brought up the proposed partnership for the signal, and the Powel Bill funds, and said that it was important for traffic reasons not to increase the traffic in that area. Mr. Friend said he was pleased to hear about the sidewalk project because that would open it up for more students to walk to school, which would reduce their traffic impact.

Action: Motion to adopt Ordinance RZ23-04 to adopt the statement of compatibility and approve the rezoning.

Motion by: Berry

Second by: Forrest

Vote: unanimous

NEW BUSINESS

16. Fiscal Year 2023-24 Operating and Community Investment Plan Budget Adoption

Corey Petersohn, Administration, said this item was to adopt the Fiscal Year 2023-2024 Operating budget and Community Investment Plan. He reminded the public that key budget

takeaways were to secure the Town's future water supply and wastewater treatment capacity; to invest in parks and greenways; and to strengthen the Town's emergency preparedness and capability to respond quickly to emergency 911 calls. He directed people to the Town website or the Clerk's office to get more information.

MPT Berry said it was not lost on him what we are asking of residents. The success of economic development has led to immense growth and the increase in fees is a reflection of that need. He understands that this will be an impact on households and he appreciates the communities support in moving the Town forward in these projects.

Council member Forrest thanked staff for working hard on the budget to enable us to not have a property tax increase in an environment of cost escalation.

Council member McGrath said the budget is always a lot of work to balance needs and wants. This year we are getting to that compromise. We have budgetary pressures on all sides. We are having to delay needed infrastructure to do this, so some people will not be satisfied with the speed of getting projects completed. He spoke of the challenges given the long time frames needed for these infrastructure projects.

Council member Wolff said to residents, every time we raise a rate we are raising it on ourselves too. These are growing pains that we knew were going to happen when we approved the Economic Development projects that are coming to town. But once those projects come to fruition, the benefits will be enormous, shifting the tax burden off of residents and onto corporate entities. We know it is not easy and all of us struggle to find the right balance. But he wants residents to know that over the next decade these investments are going to pay us back tenfold. He said Council appreciates people's patience as these projects come to fruition.

Action: Motion to adopt the Fiscal Year 2023-2024 Operating Budget and Community Investment Plan along with associated capital project ordinances, reserve ordinances, and updated personnel policy.

Motion by: Berry

Second by: Forrest

Vote: unanimous

Copies of Ordinances 23-16, 23-17, 23-18, 23-19, 23-20, 23-21, 23-22, 23-23, and 23-24 are attached to these minutes.

17. Order Authorizing Wake County Tax Administrator to Levy and Collect Property Taxes

Tina Stroupe, Finance Director, said that each year Council is required to pass an Order by July 1 authorizing Wake County to levy and collect property taxes on behalf of the Town. Wake County then distributes collections monthly to Holly Springs.

Council member McGrath asked if this was standard for every municipality in Wake County. Ms. Stroupe said it was and Randy Harrington, Town Manager, said it was standard across the whole state.

Action: Motion to adopt Council Order 23-02 directing Wake County to levy and collect property taxes for the Town of Holly Springs.

Motion by: Forrest

Second by: Berry

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 public comments were received in writing: comments from David Charters and Sarah Brown regarding high school students parking in Honeycutt Farm; a comment from Sarah Brown

regarding dead trees in the buffer zone between Darter Lane and Piney Grove Wilbon; and a petition from residents of Honeycutt Farm regarding high school students parking in Honeycutt Farm.

The following public comments were received in person:

Dana Seymour said she was here to draw attention to the issue of high school students parking in Honeycutt Farms. They have parked hazardously on Darter St., Clapper Ln. and Alumroot Rd., colliding with trees and fire hydrants. They are blocking intersections and fire hydrants, and speeding through the neighborhood. They are disruptive, screaming, and shooting air powered toy rifles. Police have been called many times. They are littering, playing loud music, and shouting obscenities. She said when she tried to talk to them they laughed and later she found trash in her front yard. She said she had collected signatures on a petition from all the homeowners requesting no parking signs on the three streets from Monday to Friday. They hope to deter the students from parking in their neighborhood.

Tanya Palumbo, Chamber of Commerce, said she was here to give an update on Springs Fest. It was very successful with 95 vendors 11 food trucks and 8 entertainers. She said she saw many of them there. She congratulated Lt. Parrish of the Holly Springs Police Department for his assistance in traffic management. She said the shuttles from Ting Park were highly utilized. Ultimately 8,000 to 10,000 people attended and downtown businesses were very happy. She said the Chamber looks forward to growing the event next year. Additionally, she said the 1st Responders Appreciation lunch will be on Aug. 9th at 12 Oaks. She thanked the Council for their support.

Howard Babbitt, said his company, Carolina Trash Pickup, had recently submitted a bid to collect trash and recycling for the Town. He said they were long term residents of Holly Springs and they would love the opportunity to serve the Town with Trash & Recycling. His son Alex Babbitt thanked the Town for the work that went into preparing the RFP. Dominique Babbitt said they take a lot of pride in their work and that she works with Wake Football Club. Mr. Babbitt listed some municipalities and businesses that they service in Wake and Harnett Counties.

Tracy Kerr said she wanted to talk about the parking concerns in Honeycutt Farm. She said her family has lived on Darter St. for two weeks and didn't realize how much they would be impacted by high school parking and the litter in their yards. She has found drug paraphernalia in her yard. She moved there to be close to the high school, and loves all the activities. She just didn't realize that they would become a parking lot and drop-off zone for parents. The students have not responded kindly when neighbors talked to them about the problem. They instead set off their car alarms simultaneously starting at 7 am. She said there was a disconnect on who erected the no parking signs. The police have been present, and the students scattered. But she understands that the police cannot be there every school day. She asked that a solution be found.

Warren Leonard had left the meeting and did not speak.

Brett Christensen said he was also here to talk about the Honeycutt parking issues. They moved into a house on Alumroot Rd. in February and it is like living in a high school parking lot. The garbage and recycling trucks have trouble getting in due to the students parking along the road. Getting in and out of their driveways has been an issue. The police presence has helped, but hasn't prevented them from creeping further into the neighborhood. The amount of trash on Darter Street looks like a landfill due to the trash left by the students. He would like a fence put up to keep the community quiet and clean. He would like to work with the city to come up with a solution.

OTHER BUSINESS

Randy Harrington, Town Manager, thanked the residents with concerns for coming to the meeting. He said the residents have been very helpful in providing pictures and videos and describing the problems. This is a short-term and a long-term project. We have had an added police

presence, which has helped. But this problem is like a balloon – if you squeeze it the problem moves elsewhere. There needs to be a long-term solution to this in partnership with the school system, and the neighbors in Honeycutt and Garrison, and staff. We have Public Safety and Public Works and Utilities and Infrastructure departments working on this project. He said that Scott Chase, Assistant Town Manager, was the point of contact to work with this team. We want to work with the residents to come up with a solution that doesn't negatively impact residents, and we want a plan in place before school starts back up in August. He explained that Council has to adopt a no parking ordinance before they can be enforced and said the Town would correct that and we hope to find some other solutions to help this problem.

John Schifano, Town Attorney, explained how each area needs to be designated No Parking by Council in order for the police to enforce it.

Council member McGrath asked if there had been any outreach to Wake County Public Schools. Mr. Harrington said that staff has reached out to them and we are working with them to see if they have any adjustments that could be made. Council member McGrath asked if it was inadequate design for this high school that caused this. He said that whenever they build a school the Town is stuck with the infrastructure improvements. He asked if pressure could be applied to the school system to see if that was an inadequate design. Mr. Harrington said the school only issues parking passes to Juniors and Seniors. It is unclear if this is only sophomores, along with parents using it the neighborhood. We need to have some discussions about that. Our high school seems to have a higher percentage of students who choose to drive to school.

Council member Hewetson asked if we have any idea of the number of students who are parking off school property. Mr. Harrington said he does not know, and asked Chief Liquorie to come forward if he had an answer. Chief Liquorie said we are trying to take a comprehensive approach to this using all the Town departments mentioned earlier. When our presence is there, it moves the problem elsewhere. Sgt. Brienzi has been working with the Holly Springs High School and the Principal has pledged his support. It's not as simple as knowing how many spots the school is short. In theory, if you don't get a permit you shouldn't be driving to school, but we need to figure out the full answer to not just push the problem down the street.

Council member Wolff said kids will be kids and if the parking is legal they are going to park there. But the behavior needs to be addressed. He encouraged parents to have conversations with their students to address these behaviors. We should put it out that parents not use that area as carpool drop off. He asked that we put out a public statement because he thinks parents are not aware of the problems. He said we are about to build a park across the street and need to think about how to prevent this problem there. Chief Liquorie said that Parks and Recreation had been working on how to allow a balance of parking at that park.

Council member Forrest said if we do send out information it would be fair to ask the school to send out the same information. With that said, he knows we need time for community engagement. We don't want this to happen without Honeycutt input, but we need something by August.

MPT Berry said before Honeycutt Farms was a pipe dream, this has been a problem in Garrison. The last two mornings he has seen the police out there and it just shifts the kids down to other streets. If there are no parking signs there, they need to go up in the other neighborhoods. Kids are going to find the path of least resistance, but it has become problematic and we need to come back with solutions. But it's not all on us. We need Wake County Public Schools to work on solutions on their end. If a letter to their administration would be helpful to drive the partnership he would be supportive of that. Because the park project was brought up, we didn't get assistance on the road improvements from Wake County Public Schools, so if there is a plan to share parking at the park, it shouldn't be free.

Council member Forrest said he hopes the residents have heard that Council is concerned. He thanked Chief Liquorie and his team who responded when his mother-in-law died. He said that June 6th is D-Day He discussed what happened in 1944 during WWII and expressed his thanks to the veterans who fought in that war.

Council member Wolff said that June is Wear Orange Month, which is dedicated to ending gun violence. He said that no matter where you stand on *how* it should be addressed, we all agree

it *should* be addressed. He said more Americans died by guns in 2021 than any year on record. The major cause was suicide, followed by mass shootings. Gun death is the leading cause of death in children and teens – more than car accidents. Whatever you believe, we can all agree that this is unacceptable. Each of us should think of what we can do. Make sure weapons are safely stored, and if you know someone going through a difficult time, make sure they have support.

He said Happy Pride Month to the LGBTQ community and wished them happy celebrations. He expressed that Pride was about more than sexuality. It's about who you are in your deepest core. He said the current rhetoric is scaring them and the laws that are getting past that are targeting them, and they are scared or some leaders who see in their community a scapegoat. They deserve dignity, pride, privacy and equality. The past year has not been easy for our LGBTQ community or for our Town. People's sense of belonging and safety has been hurt. And the sense of trust between us has been hurt. He said this is sad. We can all agree that we are stronger together. We cannot be strong in pieces, or together if we are ignoring or separate parts of our community. It is a crack in our foundation. It makes us weak and leaves us incapable of reaching our fullest potential.

Mayor Mayefskie said that May 17th had America's Best Restaurants TV show was in town featuring Blind Pelican. He got to sit in on it and watch the production. Once he knows when it is going to be broadcast he will put the news out. On May 18th he took a tour of Amgen with Mr. Harrington and Irena Krstanovic to see where the facility is. They are on track and on time, and he's excited about the future.

MPT Berry said for the past 12-18 months he has been engaging with numerous people on the traffic light at Honeycutt Farms. It was a requirement when the development was approved. The developer says it's due to delays on easements and Duke Energy delays. The signal is in progress and should hopefully be up by the end of June. He said that zoning conditions are all we have to hold developers to these conditions. He hopes we have learned a lot about what these conditions are for. We are in the business of trying to make our stakeholders happy, but we have these conditions for a reason. He is excited to see the traffic light go up, and thanks the team for holding back the Certificates of Occupancy until the developer holds up their end of the bargain.

He said he went to the Memorial Day celebration at Holly Grove. If you haven't seen that event, it is one of the most powerful Memorial Day celebrations that the town has. He thanked the Principal of Holly Grove for including them again this year. Finally, he said Springs Fest was one of the best events we've had in a long time. He thanked the Chamber and the staff who assisted.

Council member McGrath said he appreciated the move of the Public Comment to this point in the meeting. He said he thinks we might want to think about expanding the electronic meeting policy to allow residents to make comments remotely. He asked staff to look into how difficult that would be.

He said that the lack of partnership with Wake County Public Schools was due to the actions of the legislature and he would like something to be put on the legislative agenda to work with the General Assembly to see how something can be worked out to allow us to know what is coming forward and to create a better partnership between state, county, and the Town.

He said that lots of ground is being broken for Peterson Station, but he doesn't see any activity on road improvements they are supposed to be doing. The intersection at Stephenson Rd. continues to be problematic and we need to get the light and road improvements done. Finally, relative to Memorial Day, D-Day, and Men's Mental Health month, please check with your friends and neighbors and ask if they're doing ok.

Council member Hewetson said Springs Fest was an amazing event and the Holly Springs Police Department were wonderful. It felt very safe and she and her children enjoyed it. Summer at the Springs just started and last week was wonderful. The Concert at Ting Park was also a big win. Seeing these things in Holly Springs is exciting.

MANAGER'S REPORT

Randy Harrington, Town Manager, said that June 11th is the last day to pre-purchase rain barrels. Monday June 19th free movie showing of Hidden Figures at 6:30 pm at the Cultural Center.

On Wednesday, June 21st there will be a Community Garden public meeting. We are in the process of putting together a community Garden at Sugg Farm. It is a drop-in family event from 5 to 7 pm.

He expressed the Town's condolences to the family of Robert Eason, a 25 year veteran of the Town who worked at Bass Lake. Our hearts go out to his family.

He said we want to give Council an update on some land use cases that are coming before the Council in a relative near term. The thought is not to go into heavy level of detail, but to make you aware and, if you have any feedback, to send it back to the applicants.

18. Preview of Upcoming Development Services Land Use Cases

Sean Ryan, Development Services, said Council the purpose of this item was to update Council at a high level on upcoming development services land use cases that could come before Council in one to six months. He went through the following projects:

- Elliott Farm – Conditional Zoning District
- Cass Holt Road – Conditional Zoning District
- Friendship Innovation – Conditional Zoning District
- 1100 Piney Grove Wilbon – Conditional Zoning District
- Symphonia – Conditional Zoning District (and intersection realignment issues)
- Lassiter Rd. Convenience Store – Conditional Zoning District
- Estes Lane Townhomes – Conditional Zoning District
- Regan Tract – Conditional Zoning District

Council member Forrest asked how much Council could say if they haven't seen the packet. John Schifano said that rezoning is legislative, so Council is free to discuss their desire to change any of these rural residential zones from a non-specific point of view. Council member Wolff said this is more residential development than he has seen in his years – has it ramped up? Chris Hills, Director of Development Services, said it has ramped up. Council member McGrath said we have talked about this and all these people are going back to what used to be in the land use plan. He hopes that they have all seen the water utilization policy and understand its throttling effect. Council member Wolff asked Kendra Parrish, Executive Director of Utilities and Infrastructure, what "bucket" these projects were in. Ms. Parrish said that if they have submitted prior to July 1 they are in bucket 3, which is already accounted for. It is new applications that come in after July 1 that would utilize the policy. Mr. Hills said a fair amount of them are in bucket 3. A lot of these are covered by the 5,000 that we told you were in the pipe line. We will provide a briefing to break that out, but most of these are accounted for. Council member McGrath said our utilities don't go out that far.

CLOSED SESSION: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(3) to discuss *Holly Springs v. Adams*.

Motion by: Berry

Second by: Forrest

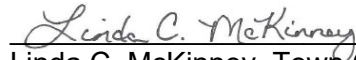
Vote: Unanimous

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

Randy Harrington, Town Manager, gave Council an update in open session on the Village Gate development request to reduce workforce housing from the agreed upon 50 to 25. The total number of residential units is also being reduced but at a lower percentage (20%). Council discussed how they wished staff to proceed. Consensus was to tell the developer to make the reduction in workforce housing units proportionate to the reduction in overall housing units.

Adjournment: Mayor Pro Tem Berry made a motion to adjourn at 9:47 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, June 20, 2023.

A handwritten signature in cursive script, reading "Linda C. McKinney", is written over a horizontal line.

Linda C. McKinney, Town Clerk

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: End of Fiscal Year Budget Amendments

Strategic Priority Area: Organizational Excellence

Staff Resource: Corey Petersohn, Finance

Action(s):

- Approve end of year budget amendment and associated capital project ordinance.
- Receive monthly budget amendment report.

Explanation:

Amendment 1 - End of Year Amendments/Transfers

- End-of-year budget amendments are necessary to perform technical adjustments for year-end reporting, audit purposes, and transfers to project and reserve funds as necessary.
- Reserve transfers will be determined on the last day of the fiscal year based on the availability of funds; these amendments are requested to be approved "up to" amounts dependent on end of year actual expenditures and revenues.
- This amendment includes technical corrections across departmental salaries and benefits.
 - This fiscal year's corrections includes final implementation of salary grade ladders and salary impacts from final implementation of the FY23 pay and class study.
 - All salary and benefit budget changes are net neutral and do not change the total budget for salaries and benefits.
- This amendment also includes the following adjustments and technical corrections:
 - An adjustment to how the Utility fund pays for debt service to align to the current financial advisor model and utility fund rate model. This does not increase the debt schedule and is a technical correction for the flow of funds.
 - An adjustment to the Fire Department vehicle capital outlay to account for a replacement vehicle previously authorized.
 - Appropriation of funding for a Council approved legal settlement
 - Technical adjustment to account for the "revenue replacement" method for ARPA (American Rescue Plan Act) accounting in both the Utility and Stormwater Funds
 - Technical adjustment for transferring Utility funds to the Harnett County Booster Station Project; this does not change the total project budget and is for financial reporting purposes only.
- This amendment also includes transfers to the PAYGO project fund (ordinance 23-25):
 - Transfer of \$140,000 for on-going leasing and additionally required site enhancements for temporary Fire Station 3. The Town received a lower monthly lease rate by selecting a 24 month option, however 18 months is the length of time anticipated to be needed. In this case, the Town can terminate the lease

- agreement early in which case the full transfer would ultimately not be needed.
- Transfer of \$120,000 for project management assessment and implementation
 - Note - Capital Project Ordinances appropriate funds for all projects within the associated fund; this ordinance only increases the total appropriation by the two aforementioned projects.

Monthly Budget Amendment Report

- The budget ordinance authorizes the Town Manager to approve inter-department amendments within the same fund up to \$50,000 with notification to Town Council at the following business meeting and/or month.
- Each month, when applicable, the Budget Office will provide a copy of these amendments:
 - **Amendment 2** - Town Manager approved the transfer of \$45,000 for additional costs related to a Public Works rear loader due to a chassis specification change required by the vendor as a result of recent issues identified from similar vehicle makes.

Background:

- All amendments maintain a balanced budget.

Funding Source(s):

- Fiscal Year 2022-2023 operating budget

Attachment(s):

1. Amendment 1 - FY23 EOY Amendments
2. Amendment 1a - PAYGO Project Ordinance (23-25)
3. Amendment 2 - Public Works Vehicle

Town of Holly Springs FY2022-23 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, 2023.

Department: Admin **Date:** 6/20/2013

Reason for Budget Amendment:

End-of-year budget amendment for transfers, budget clean-up, and technical adjustments.

Expense			
Account #	Account Description	Increase	Decrease
10-95	General Fund - Trfrs Out Reserves (up to amount)	\$ 2,000,000	
10-95.11	General Fund - Transfer out PAYGO - Project Mmgt	\$ 120,000	
10-412-11-12.01	General Fund - Admin - Professional Services		\$ 120,000
10-95.11	General Fund - Transfer out PAYGO - Temp FS3	\$ 140,000	
10-410-20.05	General Fund - Central Services Utilities		\$ 60,000
10-410-75.015	General Fund - Central Services Agreements		\$ 80,000
10-410-82.03	General Fund - Central Services Misc Benefits		\$ 50,000
10-412-13-82.15	General Fund - Legal Settlement	\$ 253,000	
10-422-24-12.15	General Fund - Public Works Contract Services	\$ 75,000	
10-411-01.01	General Fund - Communications Salaries and Benefits		\$ 60,000
10-412-10-01.01	General Fund - OCC Salaries and Benefits	\$ 50,000	
10-412-11-01.01	General Fund - Admin Salaries and Benefits	\$ 75,000	
10-412-12-01.01	General Fund - HR Salaries and Benefits		\$ 40,000
10-412-12-02.01	General Fund - HR Salaries and Benefits		\$ 10,000
10-412-13-01.01	General Fund - Attorney Salaries and Benefits		\$ 45,000
10-412-13-02.07	General Fund - Attorney Salaries and Benefits		\$ 5,000
10-412-14-01.01	General Fund - Town Clerk Salaries and Benefits	\$ 5,000	
10-412-15-01.01	General Fund - BIS Salaries and Benefits	\$ 30,000	
10-418-18-01.01	General Fund - Police Salaries and Benefits		\$ 50,000
10-420-01.01	General Fund - Fire Salaries and Benefits	\$ 150,000	
10-420-90.02	General Fund - Fire Capital Outlay	\$ 50,000	
10-422-21-01.01	General Fund - Public Works Salaries and Benefits	\$ 85,000	
10-422-22-01.01	General Fund - Public Works Salaries and Benefits		\$ 50,000
10-422-23-01.01	General Fund - Public Works Salaries and Benefits		\$ 100,000
10-422-24-01.01	General Fund - Public Works Salaries and Benefits		\$ 35,000
10-425-26-01.01	General Fund - Parks Salaries and Benefits		\$ 30,000
10-425-27-01.01	General Fund - Parks Salaries and Benefits	\$ 75,000	
10-425-28-01.01	General Fund - Parks Salaries and Benefits		\$ 45,000
10-425-29-01.01	General Fund - Parks Salaries and Benefits		\$ 1,000
10-425-31-01.01	General Fund - Parks Salaries and Benefits	\$ 1,000	
10-425-39-01.01	General Fund - Parks Salaries and Benefits		\$ 60,000

10-450-005-01.01	General Fund - U&I Salaries and Benefits	\$ 10,000	
10-450-010-01.01	General Fund - U&I Salaries and Benefits	\$ 50,000	
30-412-10-01.01	Utility Fund - OCC Salaries and Benefits	\$ 50,000	
30-413-32-01.01	Utility Fund - Finance Salaries and Benefits		\$ 10,000
30-413-42-01.01	Utility Fund - Finance Salaries and Benefits	\$ 10,000	
30-450-030-01.01	Utility Fund - U&I Salaries and Benefits	\$ 20,000	
30-450-035-01.01	Utility Fund - U&I Salaries and Benefits		\$ 80,000
30-450-045-01.01	Utility Fund - U&I Salaries and Benefits		\$ 70,000
30-450-050-01.01	Utility Fund - U&I Salaries and Benefits	\$ 130,000	
30-460-015-01.01	Utility Fund - Dev Services Salaries and Benefits	\$ 10,000	
30-460-020-01.01	Utility Fund - Dev Services Salaries and Benefits		\$ 60,000
30-410-95.01	Utility Fund - Central Services ARPA Transfers	\$ 4,000,000	
30-95.61	Utility Fund - Transfer to Debt Service (up to)	\$ 4,500,000	
30-95	Utility Fund - Transfer Out (Harnett Co Booster)	\$ 4,317,091	
31-412-10-01.01	Stormwater Fund - OCC Salaries and Benefits	\$ 15,000	
31-450-01.01	Stormwater Fund - U&I Salaries and Benefits		\$ 15,000
31-410-95.01	Stormwater Fund - Central Services ARPA transfer	\$ 1,000,000	
60-413-12.01	General Debt Service - Finance Professional Fees	\$ 11,250	
60-413-8510.000	General Debt Service - Principal TBD		\$ 47,250
60-413-8515.000	General Debt Service - Interest TBD		\$ 200
60-414-8515.006	General Debt Service - IT Fiber	\$ 100	
60-418-8510.016	General Debt Service - Police Installment	\$ 100	
60-425-8505.002	General Debt Service - Parks GO Bond Interest	\$ 36,000	
61-430-12.01	Utility Debt Service - Professional Fees	\$ 236,533	
61-430-8500.005	Utility Debt Service - Water and Sewer Principal	\$ 41,100	
61-430-8500.006	Utility Debt Service - sewer principal	\$ 26,800	
61-430-8505.005	Utility Debt Service - water and sewer interest	\$ 16,500	
61-430-8505.006	Utility Debt Service - sewer interest	\$ 11,700	
61-430-8510.000	Utility Debt Service - principal TBD		\$ 125,000
61-430-8510.016	Utility Debt Service - installment purchase	\$ 200	
61-430-8515.000	Utility Debt Service - interest TBD		\$ 5,100
Total Expense:		\$ 17,601,374	\$ 1,253,550

Revenue			
Account #	Account Description	Increase	Decrease
10-313.01	General Fund - Sales tax	\$ 2,000,000	
10-324.01	General Fund - Garbage Collection	\$ 75,000	
10-311.01	General Fund - Ad Valorem Current Year	\$ 253,000	
30-360.08	Utility Fund - Fund Balance (up to for debt service)	\$ 4,500,000	
30-360.08	Utility Fund - Fund Bal (Harnett Co Booster Station)	\$ 4,317,091	
30-355.99	Utility Fund - ARPA Revenue Replacement	\$ 4,000,000	
31-355.99	Stormwater Fund - ARPA Revenue Replacement	\$ 1,000,000	
61-355.01	Utility Debt Service - Transfer In		\$ 3,968,286
61-355.15	Utility Debt Service - Transfer from Utility Fund	\$ 4,171,019	
Total Revenue:		\$ 20,316,110	\$ 3,968,286

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.



Ordinance No. 23-25

Date Submitted: June 20, 2023

Date Adopted: June 20, 2023

**PAYGO 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 general government “pay-as-you-go” (PAYGO) capital projects related to downtown development, public facilities, Town projects, sidewalk and streets, Americans with Disabilities Act (ADA) improvements, vehicle replacements, park and playground amenities, public works projects, and one-time general government capital projects, infrastructure, and equipment.

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: PAYGO Fees shall be deposited directly into the fund effective June 20, 2023

PAYGO Fund	
Expenditures:	
Sidewalks and Street Projects	2,980,000
Town Projects	2,730,163
Public Facility Projects	1,019,893
Park and Playground Amenities	494,000
Vehicle Replacements	192,000
ADA Projects	255,000
Public Works Projects	125,000
Downtown Development	110,694
Total	7,906,750

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

PAYGO Fund	
Revenues:	
General Government Revenues	7,716,162
Federal Grants	190,588
Total	7,906,750

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 or designee 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 June 20, 2023 in accordance with the laws of the State of North Carolina.

Adopted this, the 20th day of June 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



Town of Holly Springs

FY2022-23 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, 2023.

Department: Admin Date: 6/12/2023

Reason for Budget Amendment:

Shift \$45K for Public Works rear loader for chassis change determined necessary by manufacturer.

Expense			
Account #	Account Description	Increase	Decrease
10-410-12.05	Central Services - Contract Services		\$ 45,000
10-422-24-90.02	Public Works - Solid Waste Capital Vehicles	\$ 45,000	
Total Expense:		\$ 45,000	\$ 45,000

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.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda

Title: Historic Marker Program Policy

Strategic Priority Area: Engaged, Healthy, & Active Community

Organizational Excellence

Responsible & Balanced Growth

Safe & Friendly

Economic Prosperity & Diversity

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Adopt Policy P-052, Historic Marker Program Policy.

Explanation:

- Historic markers are external signs or internal placards recognizing significant historical events, locations, or individuals.
- Policy P051 establishes criteria for the selection of recognition topics and locations for future historic markers.
- The policy establishes a committee to review applications comprised of staff from the Administration, Communications & Marketing, Town Clerk, Parks & Recreation, and Development Services Departments and one Town Council member, with the Clerk's Office administering the program.
- This committee will recommend markers to the Planning Board.
- The policy grants the decision to approve or deny an application to the Planning Board, and allows the appeal of a denial to the Town Council.
- Criteria for consideration include:
 - the relationship of the subject to Holly Springs' history,
 - the relationship to existing markers,
 - the subject's contributions to the Town, or
 - its consequence on the town's history.
- Special consideration shall be given to subjects with a significant and lasting local, state, or national impact and those related to historically underrepresented groups in the Holly Springs community.

Background:

- On October 18, 2011 Council adopted Resolution 11-36, establishing the criteria for the Town's Historical Marker Program, setting criteria, and designating the Department of Public Affairs and Communications as responsible for administering the program.
- The intervening twelve years, the Department of Public Affairs and Communications has been split into two departments and the Clerk's Office is now administering the program.

- Proposed elements of a draft Historic Marker Policy were reviewed with Town Council at the April 11, 2023 Workshop.

Funding Source(s):

N/A

Attachment(s):

1. Resolution 11-36 historical marker
2. P-051 Historic Marker program - proposed



THE TOWN OF

Holly Springs

Resolution No.: 11-36

Date Submitted: Oct. 18, 2011

Date Adopted: Oct. 18, 2011

A RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL ESTABLISHING TOWN HISTORICAL MARKER PROGRAM CRITERIA

BE IT RESOLVED BY THE Town Council of the Town of Holly Springs that it ratifies the establishment of the Town of Holly Springs Historical Marker Program, a project of the Department of Public Affairs and Communications, and it establishes the following criteria to be used when evaluating local people, places and events of historical significance:

1. The nomination is clear and organized and includes thorough documentation (with selected photocopies and bibliographies from primary and secondary sources) and verification of the facts claimed.
2. The person, place, or event to be marked had a significant impact on its times.
3. The person, place, or event to be marked is of local historical significance.
4. The place, or event to be marked is historic and dated to at least 10 years prior to the nomination. It is not contemporary.
5. The person to be memorialized in a marker has been deceased for at least 10 years.
6. People, places, and events already marked with existing monuments or markers receive less favorable consideration for a Town of Holly Springs historical marker.
7. People, places, and events nominated, reviewed, and disapproved by the Department of Public Affairs three times in succession are not eligible for consideration for a period of three years.
8. Mayors of Holly Springs are approved as the subject of a historical marker upon nomination, subject to Criterion #5.
9. Historic sites or properties owned by the Town of Holly Springs are approved as the subject of a historical marker upon nomination.
10. Places listed on the National Register of Historic Places and/or recognized as local, county, state or national landmarks will receive consideration. Such places will not be summarily approved, but will receive equal consideration.
11. Cemeteries and burial places are not approved unless the nomination demonstrates that the cemetery meets Criteria #2, #3 generally, or #10.

Adopted this, the 18th day of October, 2011.

ATTEST:

Dick Sears, Mayor

[X] Joni Powell, MMC, Town Clerk

 Holly Springs, N.C.	P-052	
	Historical Marker Program	
Policy & Procedure Statements of the Holly Springs Town Council	Prepared By:	
	Department:	
	Date Approved by Council:	
	Effective Date:	N/A
	Supersedes Old #:	Resolution #11-36
	Old Effective Date:	October 18, 2011

SECTION 1: Purpose:

To establish the process and evaluation criteria for the selection and installation of historical markers within the town.

The Historical Marker Program will increase public awareness of the rich cultural heritage of the Town, encourage historic preservation, and enhance the enjoyment of our local history.

Historical markers tell the history of the Town by identifying the people, places, and events that represent our past and shaped the Town's history. Although not excluded, the Town of Holly Springs Historical Marker Program is not exclusively intended to identify a Local Historic Landmark or a property listed on the National Register of Historic Places.

SECTION 2: Historical Marker Program Committee:

This policy establishes a Historical Marker Program Committee ("Committee").

Composition of the Committee:

The Town Manager shall designate to this committee one (1) representative from each of the following Town Departments: Administration; Town Clerk; Communications & Marketing; Parks and Recreation; and Development Services.

Town Council shall appoint one (1) council member to serve as a member of the historic marker recommendation committee.

Duties of the Committee:

The Committee shall be responsible for administering the Historical Marker Program with coordination from the Town Clerk's office.

SECTION 3: Historical Marker Application:

Applications for a historical marker may be submitted at any time during the fiscal year however must be received by the second Monday in January to be considered. The Town shall be permitted to submit an application for consideration by the Committee.

Complete applications must include thorough documentation (with selected photocopies and bibliographies from primary and secondary sources) and verification of the facts claimed.

Applications that are not recommend for selection for a historical marker by the Committee may be submitted again for further consideration in the next fiscal year.

SECTION 4: Historical Marker Criteria:

A. Local Historical Significance

Local historical significance shall be determined by the Committee based on the following factors:

1. The relationship of the subject to Holly Springs' history.
2. The relationship of the subject to existing historical markers, such as whether the subject is included on an existing marker.
3. The subject's contributions to the Town of Holly Springs.
4. Consequence of the subject on the Town of Holly Springs' history.

B. Special Consideration

The Committee shall give special consideration for applications that demonstrate the following:

1. The subject has had a significant and lasting local, state, or national impact on the Town of Holly Springs.
2. The subject is related to historically underrepresented groups in the Holly Springs community.

C. Limitations for Consideration

The Committee shall limit its consideration of applications as follows:

1. The subject cannot be considered until at least ten (10) years after the death or date of occurrence of the subject.
2. Individual structures listed on the National Register of Historic Places and/or recognized as local, county, state or national landmarks may receive consideration but should not receive a historical marker for their individual architectural value. Rather, an individual or historic event associated with a site is more likely to receive consideration.
3. Subjects already marked with existing monuments or historical markers shall receive less consideration.
4. Cemeteries and burial places shall not be considered unless the application demonstrates that the cemetery or burial place meets the listed criteria.

SECTION 5: Selection of Applications for a Historical Marker:

The Committee shall decide, within the constraints of the annual allotted budget, how many historical markers shall be recommended in any given year – subject to funding availability.

The Committee shall present a recommendation of a subject and location for a historical marker to the Planning Board. The Planning Board shall approve, disapprove, or defer consideration of the recommended historical marker. Should an application be denied by the Planning Board, the applicant may appeal that decision to the Town Council who may choose to allocate funds to said marker.

Applications denied by the Planning Board will have thirty (30) days from notice of the denial to file their appeal with the Town Council. Appeals should be made in writing to

the Clerk's office stating the reason the applicant believes the marker should be funded, and including any additional documentation to support their appeal.

Subjects reviewed and disapproved three (3) times in succession are not eligible for consideration for a period of three (3) years. The Town reserves the ability to reject any applications for Historical Markers that are not in keeping with the appropriate content standards of the Town as determined by the Town Council.

SECTION 6: Historical Marker Text:

The Committee shall compose the draft text to be placed on the historical marker. The text will include only information that has been verified with appropriate documentation.

The Committee shall provide the proposed draft text to the applicant who submitted the historical marker application. The applicant shall provide comments on the text of the historical marker or make recommendations for any changes. These recommendations shall be accepted, modified or not accepted at the discretion of the Committee.

SECTION 7: Ordering and Installation of the Historical Marker:

The following items are required prior to the ordering of the historical marker:

1. Applicant acceptance of the recommended text.
2. Dedicated easement / ownership and permission agreement. This easement/agreement gives the Town authorization to install the historical marker on private property and to maintain the historical marker.
3. A map identifying the proposed location for installation of the historical marker.

Upon receipt of the required items, the Town shall order the historical marker as specified in the Historical Marker Design Specifications.

The Town shall, upon delivery, install the historical marker in the location indicated on the location map.

The Town shall hold a public unveiling of the historical marker.

SECTION 8: Historical Marker Design Specifications:

Size Specification: 33" x 43"

Pattern Style: Revised Ohio

2 Sides: Yes

Emblem: Holly Springs Seal

Wing Cap: Yes

Mounting Post: 7 feet

Text: Same on both sides

Text Size: 1 inch

Plate Color: Black

Post Color: Black

Letter Color: Gold

Insignia Color: Gold

Rail Color: Black

End Policy Statement No. P-051

Adopted by the Holly Springs Town Council on June 20, 2023 as certified by:

Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Public Hearings

Title: Bond Order Public Hearing

Strategic Priority Area: Economic Prosperity & Diversity

Engaged, Healthy, & Active Community

Organizational Excellence

Staff Resource: Tina Stroupe, Finance, Cassie Hack, Director, Communications & Marketing

Action(s):

1. Hold legislative public hearing
2. Adopt Bond Order 23-01
3. Adopt Resolution 23-17 Setting Special Bond Referendum

Explanation:

- As required by NC statute, a public hearing on the Bond Order of \$100 million bond referendum for Parks and Recreation General Obligation (GO) Bonds must be held prior to adopting the Bond Order that was introduced by Council on May 16, 2023.
- Following the hearing, Council will be asked to adopt the Bond Order, formally ordering a \$100 million bond to fund the construction of a new 56-acre park on Cass Holt Rd. and provide funding for several smaller capital improvements at other existing park or greenway locations.
- By adopting this bond order, the Town Council agrees:
 - It is advisable to proceed with the pursuance of a bond referendum in November of 2023 with the intent of issuing \$100 million of GO bonds.
 - Taxes will be levied in an amount sufficient to pay the principal and interest of GO Bonds.
 - A sworn statement of the Town's debt and statement of disclosure has been filed with the Town Clerk and is open to public inspection.
- Additionally, Council will be asked to adopt a resolution formally setting the bond referendum question for the November 6 ballot and scheduling the bond referendum in which voters will have a chance to vote for or against the Bond Order.
- The Bond Order will be published in the newspaper and on the Town Web site, and notice of the bond referendum will be published prior to the November 7, 2023 referendum.

Background:

- In the November 2021 Community Satisfaction Survey, one of the top three areas where residents indicated that more town focus should be given over the next couple of years included parks and recreation investments.
- In February 2023, at the Annual Town Council Retreat, Council provided direction to staff

Town Council Business Meeting
June 20, 2023

to pursue a bond referendum in November of 2023 with the intent of issuing \$100 million of general obligation (GO) bonds.

- In April 2023, Town Council adopted a resolution directing the Town Clerk to publish a Notice of Intent to apply to the Local Government Commission (LGC) and a resolution directing the Town Finance Director to apply for authorization from the LGC to proceed with a GO Bond Referendum.
- These bonds are to provide funding for the costs of acquiring, constructing, renovating and improving parks and recreation facilities and greenways, including related offsite public infrastructure development and acquisition of any necessary furnishing and equipment, land, rights-of-way and required easements of land.
- The preliminary, projected property tax rate increase anticipated with the bond referendum is five (5) cents as analyzed by the town's financial advisor, and this projection will continue to be evaluated and refined in association with the FY25 budget recommendation in May of 2024.
- This public hearing's notice was published on June 9, 2023.
- Future Council actions will include adoption of a resolution certifying and declaring the results of the Special Bond Referendum held on November 17, 2023.

Funding Source(s):

General Obligation Bond

Attachment(s):

1. 23-01 Bond Order GO Bond for Parks & Rec 6.20.23
2. 23-17 Setting a Special Bond Referendum



BOND ORDER 23-01

BOND ORDER AUTHORIZING THE ISSUANCE OF \$100,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA

WHEREAS, the Town Council of the Town of Holly Springs, North Carolina has ascertained and hereby determines that it is necessary to pay the costs of acquiring, constructing, renovating and improving parks and recreation facilities and greenways, including related offsite public infrastructure development and the acquisition of any necessary furnishing and equipment, land, rights-of-way and easements in land required therefor;

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Parks and Recreation Bonds hereinafter described as required by the Local Government Bond Act, and the Town Clerk has notified the Town Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the Town Council of the Town of Holly Springs, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Parks and Recreation Bonds of the Town are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Parks and Recreation Bonds authorized by this order shall be \$100,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Parks and Recreation Bonds.

Section 3. A sworn statement of the Town's debt has been filed with the Town Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the Town at a referendum scheduled for November 7, 2023.

PASSED, ADOPTED AND APPROVED this 20th day of June, 2023.

STATE OF NORTH CAROLINA)
)
TOWN OF HOLLY SPRINGS) ss:

I, Linda McKinney, Town Clerk of the Town of Holly Springs, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of an extract of the minutes reflecting the holding of a public hearing and the adoption of bond order by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held on the 20th day of June, 2023, and that such proceedings are to be recorded in the minute books of said Town Council.

WITNESS my hand and the seal of the Town of Holly Springs, North Carolina, this the ____ day of _____, 2023.

Linda C. McKinney, Town Clerk
Town of Holly Springs, North Carolina

(SEAL)





Resolution No. 23-17

Date Adopted: June 20, 2023

Effective Date: June 20, 2023

RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARDS OF ELECTIONS

WHEREAS, the Town Council of the Town of Holly Springs, North Carolina has adopted the following bond order and such bond order should be submitted to the voters of the Town of Holly Springs, North Carolina for their approval or disapproval in order to comply with the constitution and laws of North Carolina:

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$100,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA;”

NOW, THEREFORE, be it resolved by the Town Council (the “*Town Council*”) of the Town of Holly Springs, North Carolina, as follows:

(1) For the purpose of determining the question whether the qualified voters of the Town of Holly Springs, North Carolina shall approve or disapprove (a) the indebtedness to be incurred by the issuance of the General Obligation Parks and Recreation Bonds of the Town authorized by said bond order, which indebtedness shall be secured by a pledge of the Town’s full faith and credit and (b) the levy of a tax for the payment thereof, said bond order shall be submitted to the qualified voters of said Town at a special bond referendum to be held in said Town on November 7, 2023.

(2) The Town Clerk is hereby authorized and directed to publish a notice of said referendum which shall be entitled “**TOWN OF HOLLY SPRINGS, NORTH CAROLINA NOTICE OF SPECIAL BOND REFERENDUM.**” Said notice of referendum shall be published at least twice. The first publication shall be not less than 14 days and the second publication shall be not less than 7 days before the last day on which voters may register for the special bond referendum.

(3) The Wake County Board of Elections is hereby requested to print and distribute the necessary ballots and to provide the equipment for the holding of said referendum and to conduct and to supervise said referendum.

(4) The ballots to be used at said referendum will indicate that it is being held on behalf of the Town of Holly Springs, North Carolina and will contain the following words:

“SHALL the order authorizing \$100,000,000 of bonds plus interest to provide funds to pay the costs of acquiring, constructing, renovating and improving parks and recreation facilities and greenways, including related offsite public infrastructure development and the acquisition of any necessary furnishing and equipment, land, rights-of-way and easements in land required therefor, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved?”;

with squares labeled “**YES**” and “**NO**” beneath or beside such words in which squares the voter may record his or her choice on the question presented;

(5) The Town Clerk shall mail or deliver a certified copy of this resolution to the Wake County Board of Elections within three days after this resolution is adopted.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

Read, approved and adopted this 20th day of June, 2023.

TOWN COUNCIL
TOWN OF HOLLY SPRINGS
NORTH CAROLINA

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk

STATE OF NORTH CAROLINA

)

)

SS:

TOWN OF HOLLY SPRINGS

)

I, Linda McKinney, Town Clerk of the Town of Holly Springs, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled “**RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARDS OF ELECTIONS**” duly adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held on the 20th day of June, 2023 and that such proceedings are to be recorded in the minute books of said Town Council.

WITNESS my hand and the seal of the Town of Holly Springs, North Carolina, this the ____ day of _____, 2023.

Linda C. McKinney, Town Clerk
Town of Holly Springs, North Carolina

(SEAL)





Holly Springs Planning Board

Planning Board Meeting Agenda Cover Sheet

Agenda Item#: 10.

Public Hearings

Title: Elliott Farm Rezoning 22-REZ-07 - Legislative Public Hearing

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Cheryl Caines, Development Services, Catherine Jacobs, Development Services

Action(s):

1. Conduct Legislative Public Hearing.
2. Consider Adoption of Rezoning Ordinance RZ23-05 to adopt the statement of compatibility and approve rezoning.

Explanation:

- A new Unified Development Ordinance (UDO) was effective March 1, 2022. Over the next 12-24 months there will be a crossover period where some projects are able to utilize the old UDO (2002 UDO) due to state statutes. This section of the cover sheet will be utilized to specify the UDO version (2002 or 2022) and the approval type that the Council will consider for each respective case.
 - Applicable Ordinance: 2022 UDO
 - Process: Town Council Legislative Public Hearing
- The Town has received a request to rezone 149.3 ± acres located at 2836 Piney Grove Wilbon Road from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District.
- The CD allows flexibility or deviations from the development standards to achieve more quality, innovative, and sustainable development that is otherwise restricted by specific application of the UDO.
- CD proposals shall demonstrate that the project and development will incorporate and achieve the design goals of UDO Section 2.4.
- Proposed modified standards include reducing the minimum lot frontage requirement for a driveway onto the adjacent street from 60 feet to 44 feet for detached dwellings and 40 feet for attached dwellings, a modified buffer with extra plantings along Piney Grove Wilbon Road, and design standards for the homes.
- A proposed conceptual plan was provided with the rezoning request, which shows three pods of development for a 55+ age-restricted community. Pods A and B are a mix of detached single-family homes and duplexes. Pod C will only contain detached single family homes.
- Open space includes a large tract with a clubhouse/pool/courts near the northeast corner of the site with smaller spaces throughout the site.
- The proposed development is mostly per the base UDO standards with the exception of decreased lot frontage. Each lot/unit will have a driveway onto the adjacent street. The proposed narrower lots and multiple driveways will impact streetscape, walkability, and

Planning Board Meeting
June 20, 2023

are not designed as a pedestrian-oriented community and it is not clear how the modified standard allows for a more creative and unique design.

- A regional connection will be made to the existing 30" watermain located in Piney Grove Wilbon Road with a new stub proposed to the west for a future connection. The proposed connection point is north of the property at Duncan Cook Road. From this connection, the proposed development will be served by a new parallel watermain proposed along Piney Grove Wilbon. The new parallel watermain will be extended across the property's frontage as well as throughout the development.
- A new pump station is proposed in the northwest corner of the site to serve the property. Approximately 21,150 linear feet of forcemain is proposed from the new pump station and along Piney Grove Wilbon to ultimately discharge into the Basal Creek Pump Station. This development will trigger and be required to complete the Phase 3 upgrades to the Basal Creek Pump Station per the study completed in 2019 by the Lowe's development.
- The Town's UDO requires R/W dedication and thoroughfare widening across the property street frontage of Piney Grove Wilbon to meet ½ of the ultimate street cross section, including a 10' sidepath, in accordance with the CTP.
- Per the completed Traffic Impact Analysis, improvements are required at the proposed northern site driveway/Fleming Road as well as the proposed southern site access.
- Following the May 23, 2023 Planning Board meeting, the applicant revised the proposal to increase the perimeter buffer from 5 ft to 10 ft along the southern boundary to address concerns raised by the Planning Board members. The staff supports this revision.

Planning Board Recommendation

The Planning Board discussed the following issues and concerns on May 23, 2023:

- An age-restricted neighborhood meets a community need.
- The variety of lot sizes/widths and having smaller lots is great for older adults.
- Safety concerns from multiple driveways, with backing movements across sidewalks and into the street, and narrower lots should be considered but may be appropriate for this specific request.

Planning Board Recommendation:

The Planning Board recommended approval (9-0).

Background:

- The site was assigned to the R-30 Residential District (reassigned to RR Rural Residential with the new UDO) upon its addition to the Town's ETJ on June 17, 2016.
- On March 19, 2013, the Town Council approved a modification to the Annexation Agreement Line with the Town of Fuquay-Varina which incorporated the subject property into the Holly Springs long-range planning area.

Funding Source(s):

N/A

Attachment(s):

1. 22REZ07_ElliottFarm_Application
2. 22REZ07_ElliottFarm_MasterConceptPlan
3. 22REZ07_ElliottFarm_DesignManual
4. 22REZ07ElliottFarmStaffRpt_052323

Planning Board Meeting
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5. RZ23-05 ElliottFarm_Ord

REZONING, COMPREHENSIVE PLAN/ UDO AMENDMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: www.hollyspringsnc.us/2170/Development-Services



Petition Type (check one- each request must be on separate petitions)

- ☒ Zoning Map Change: ☐ General Use District or ☒ Conditional Zoning District
☐ Comprehensive Plan Amendment (check all that apply)
☐ Text Amendment ☐ Future Land Use Map Amendment
☐ Area/Corridor Plan Map Amendment / Name: _____
☐ UDO Amendment (UDO Section: _____)

Project Information

Project Name: Elliott Farm

Project Location: 2836 Piney Grove Wilbon Road

Use street address. If none, use the closest intersection

- ☐ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending Annexation

PIN: 0646469015

Real Estate ID: 0020655

Project Acreage: (Rounded to nearest tenth) 149.25 ac Partial Parcel: ☒ No ☐ Yes

Sketch Plan Review (Pre-Submittal) Meeting Date: June 23, 2022

If the Sketch Plan Review (Pre-Submittal) Meeting Date is not within 8 weeks of the submittal date, another Sketch Plan Review (Pre-Submittal) Meeting is required prior to submittal.

For DS Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☐ Final

Petition Request

Current Zoning: Rural Residential (RR) Proposed Zoning: Neighborhood Residential Conditional District (NR-CD)

Current Future Land Use Designation: Mixed Residential Neighborhood

Proposed Future Land Use Designation: Mixed Residential Neighborhood

Area Plan Designation (if applicable): N/A

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 See attached Exhibit A 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

Property Owner(s) if different than Applicant/Contact-REQUIRED attach additional sheets if necessary

Name See attached Exhibit A 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

Applicant Signature

Mark Frederick

Mark Frederick

7/1/22

Date

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: Elliott Farm

Proposed Zoning District: Neighborhood Residential Conditional District (NR-CD)

Proposed Land Use/Density: Residential (max 3 u/a)

Future Land Use Plan Map Designation: Mixed Residential Neighborhood

Future Land Use Plan Designation Land Use/Density: Mixed Residential Neighborhood

For DS Use only

Project # _____

Date Received: _____

Plan Consistency Statement:

In accordance with NCGS § 160D-605 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

Executive Summary

See attached Exhibit B

Section 1: Future Land Use & Community Character

See attached Exhibit B

Section 2: Transportation / Comprehensive Transportation Plan

See attached Exhibit B

Section 3: Parks, Recreation & Open Space/Beyond the Green: A Parks & Recreation Master Plan

See attached Exhibit B

Section 4: Community Facilities

See attached Exhibit B

Section 5: Infrastructure and Utilities

See attached Exhibit B

Section 8: Natural Resources

See attached Exhibit B

Plan Consistency Response Prepared by:

Preparer's Signature(s)

Date



7/1/22

NEIGHBORHOOD MEETING REPORT



Before submitting an application, the Petitioner must hold at least one (1) neighborhood meeting and submit to Development Services a written summary report of the neighborhood meeting.

☒ Neighborhood Meeting Date: June 1, 2022
Time: 6:00 - 7:00pm
Location: Virtual (ZOOM)

For DS Use only

Project # _____

Date Received: _____

☐ Complete ☐ Incomplete

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 within a 300 foot radius of the subject property, and any homeowners association or property owners association that represents any parcels within that area as shown on the county tax listings.
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.
4. The applicant shall post a sign on the property with the Time, date, and location of the neighborhood meeting.

☒ Date of Notification Mailing: May 20, 2022

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:

- Discussion of the process and timeline for rezoning application and development/construction
- Discussion of permitted uses, density, and dimensional standards in proposed zoning district
- Discussion of how the development will impact traffic
- Discussion of impacts from development to light pollution, stormwater runoff, surrounding property values, local wildlife

Changes made to the Petition by the Petitioner as a result of the meeting:

Added architectural and design guidelines for quality development

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

7/1/22

May 20, 2022

Re: Notice of Neighborhood Meeting

Neighboring Property Owners:

Parker Poe Adams & Bernstein LLP is inviting you to attend a neighborhood meeting on June 1, 2022 from 6–7pm. The purpose of the meeting is to discuss an upcoming application to rezone a parcel of land located at 2836 Piney Grove Wilbon Rd (PIN 0646469015) (the “Site”). Attached is a vicinity map showing the location of the Site. The Site is currently zoned Rural Residential (RR), and is proposed to be rezoned to Neighborhood Residential Conditional District (NR-CD) to allow for the development of an Active Adult (55+) Community. At the meeting, the Applicant will describe the nature of the proposed rezoning request and field any questions from the public.

The meeting will be held virtually. You can participate online via Zoom or by telephone. To participate in the Zoom online meeting:

Visit:	https://zoom.us/join
Enter the following meeting ID:	820 0915 3480
Enter the following password:	124921

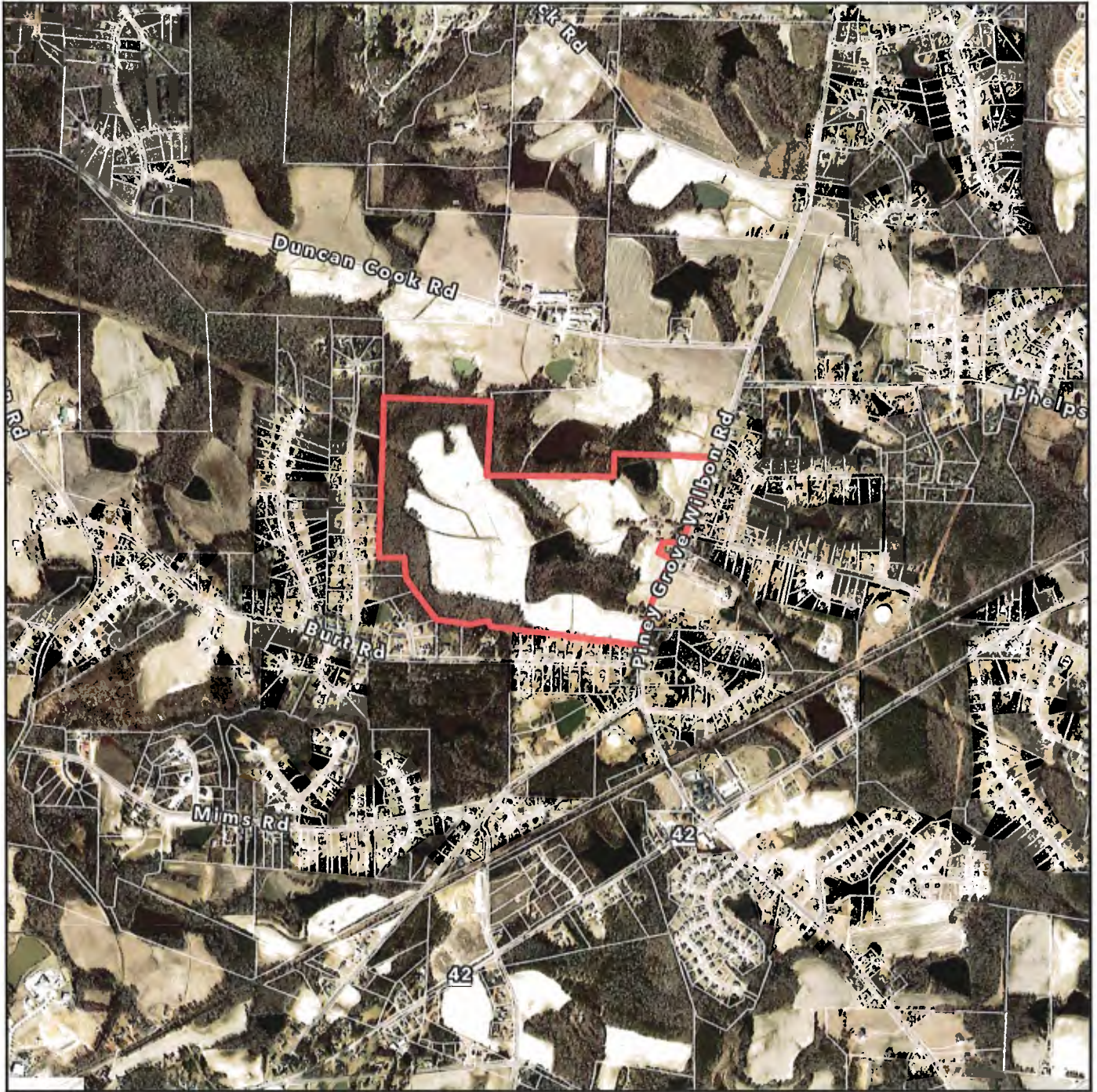
To participate by telephone:

Dial:	1 929 205 6099
Enter the following meeting ID:	820 0915 3480 #
Enter the Participant ID:	#
Enter the Meeting password:	124921 #

If you have any questions about this rezoning, please contact me at (919) 835-4023 or via email at markfrederick@parkerpoe.com.

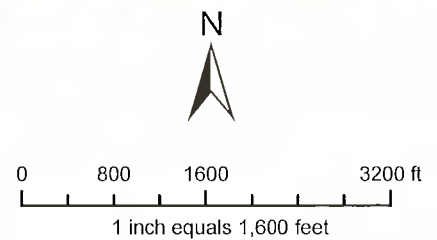
Thank you,

Mark D. Frederick



2836 Piney Grove Wilbon Road

Vicinity Map



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.

Neighbor Notice List for Pre-Filing Neighborhood Meeting

Mail Address 3

<u>Owner</u>	<u>Mail Address 1</u>	<u>Mail Address 2</u>	<u>Mail Address 3</u>
ACOSTA, JAYSON ACOSTA, LORIN JANAE	5912 BURT RD	FUQUAY VARINA NC 27526-9651	
ARTHUR, MICHAEL G ARTHUR, DONNA L	5908 BURT RD	FUQUAY VARINA NC 27526-9651	
BAKER, KENNETH BRETT BAKER, PHYLLIS GOSS	2713 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-8288	
BARRETT, ROBERT BARRETT, SANDRA	3024 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-7946	
BARTON, NICK D BARTON, JAIMEY N	3005 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8129	
BAUCOM, MICHAEL C BAUCOM, JENNIFER Q	2817 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-8289	
BOYKIN, TERESA C	7009 STARCHASE LN	FUQUAY VARINA NC 27526-8253	
BRITTON, JEFFREY	PO BOX 1553	FUQUAY VARINA NC 27526-1553	
BURGESS, JAMES RICHARD JR	7121 STARCHASE LN	FUQUAY VARINA NC 27526-8255	
BUTTERFIELD, ALAN M BUTTERFIELD, NANCY HAYES	7112 STARCHASE LN	FUQUAY VARINA NC 27526-8254	
CHAPMAN, JON R CHAPMAN, JEAN A	6216 BURT RD	FUQUAY VARINA NC 27526-9657	
CHRISTI, JOSEPH M	2717 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-8288	
CLEWIS, MARY CLEWIS, KENNETH SCOTT	7100 STARCHASE LN	FUQUAY VARINA NC 27526-8254	
CONNOR, JAMES R CONNOR, GLENDA H	5928 BURT RD	FUQUAY VARINA NC 27526-9651	
COOK, DURWARD W COOK, PEGGIE B	5820 DUNCAN COOK RD	FUQUAY VARINA NC 27526-7900	
COOK, DURWOOD W COOK, PEGGY B	5820 DUNCAN COOK RD	FUQUAY VARINA NC 27526-7900	
CURTIS, BARBARA CURTIS, DOMINIC CHRISTOPHER	7005 STARCHASE LN	FUQUAY VARINA NC 27526-8253	
DEAN, BILLY R DEAN, NANCY M	6008 BURT RD	FUQUAY VARINA NC 27526-9653	
DEAN, DIANE CRABTREE	7205 STARCHASE LN	FUQUAY VARINA NC 27526-8257	
DRAKE, DEREK DRAKE, EUNICE	600 LOMBARDY RD	FUQUAY VARINA NC 27526-9619	
DRAKE, JOHN R DRAKE, EUPHA P	6200 BURT RD	FUQUAY VARINA NC 27526-9657	
EICHELBERGER, TYLER J PRESNELL, JACQUELINE	5904 BURT RD	FUQUAY VARINA NC 27526-9651	
EL BAROUDI, AHMED M	2804 KNIGHTWOOD RD	FUQUAY VARINA NC 27526-9616	
ERICKSON, MARIE E. ERICKSON, RICHARD	7204 STARCHASE LN	FUQUAY VARINA NC 27526-8256	
EUCKER, BRADY C EUCKER, ASHLEY G	3001 HOLTREE CT	FUQUAY VARINA NC 27526-7120	
FAW, THOMAS TODD FAW, SHERRY L	7000 STARCHASE LN	FUQUAY VARINA NC 27526-8252	
FLORES, ALMA ROCI GALLARDO	3021 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-7947	
FORD, STEPHEN R	2825 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-8289	
FREDLEY, JAMES MARTIN SR	7224 STARCHASE LN	FUQUAY VARINA NC 27526-8256	
GALATI, JOSEPH ANTHONY GALATI, JUANA ERIKA	6017 BURT RD	FUQUAY VARINA NC 27526-9654	
GARNER, JEAN UNDERWOOD	6012 BURT RD	FUQUAY VARINA NC 27526-9653	
GARNER, LARRY F GARNER, PEGGY J	2805 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-8289	
GARNER, ROYAL TRUETT II COVINGTON, KRISTIN JOY G	2901 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8127	
GIRARDOT, DEREK S GIRARDOT, LYNDSEY B	5901 BURT RD	FUQUAY VARINA NC 27526-9652	
GIULIANI, STEPHEN THOMAS	6956 RAWLS CHURCH RD	FUQUAY VARINA NC 27526-6010	
GLASS, BRETT A GLASS, GRACE L	5900 BURT RD	FUQUAY VARINA NC 27526-9651	
GLEASON, EDWARD ENOCH GLEASON, GRACE MARY	7232 STARCHASE LN	FUQUAY VARINA NC 27526-8256	
GLIDEWELL, JAMES DAVID	2709 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-8288	
HAMMONDS, COLBY	PO BOX 1015	HOLLY SPRINGS NC 27540-1015	
HAMMONDS, COLBY	PO BOX 1015	HOLLY SPRINGS NC 27540-1015	
HARRIS, JACQUELINE BAIN	3017 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-7947	
HELDEBRANT, GORDON P	6208 BURT RD	FUQUAY VARINA NC 27526-9657	

HILLESLAND, JENNIFER L	7216 STARCHASE LN	FUQUAY VARINA NC 27526-8256
HOLLEMAN, MARJORIE CUTTS	5916 BURT RD	FUQUAY VARINA NC 27526-9651
HOLT, GARY E HOLT, BARBARA L	604 LOMBARDY RD	FUQUAY VARINA NC 27526-9619
HORTON, MICHAEL	608 LOMBARDY RD	FUQUAY VARINA NC 27526-9619
HOWARD, MARK ALLAN JR	5909 BURT RD	FUQUAY VARINA NC 27526-9652
ILA J BAREFOOT FARMS INC	543 STONE CREEK RD	FOUR OAKS NC 27524-8824
JONES, ROBIN JONES, NEIL WAYNE	7117 STARCHASE LN	FUQUAY VARINA NC 27526-8255
JONES, WILLIE M JR JONES, SHERTONEY E	7201 STARCHASE LN	FUQUAY VARINA NC 27526-8257
JOYCE M SAULS TRUST ENRIGHT, ROBERT A III TRUSTEE	12621 NEW BRITTANY BLVD	FORT MYERS FL 33907-3631
KEITH, JEFFREY S KEITH, DARLENE S	7205 STARLIGHT CIR	FUQUAY VARINA NC 27526-8294
KING, LARRY W KING, PATRICIA W	5936 BURT RD	FUQUAY VARINA NC 27526-9651
KLEPPE, DUANE N KLEPPE, STACEY ANN	7032 STARCHASE LN	FUQUAY VARINA NC 27526-8252
KNUDSEN, THOMAS B KNUDSEN, CYNTHIA S	7204 DUNCANS RIDGE WAY	FUQUAY VARINA NC 27526-5864
LAKIN, MARIAN ANTOINETTE S	5913 BURT RD	FUQUAY VARINA NC 27526-9652
MAIDON, SHERRY L	612 LOMBARDY RD	FUQUAY VARINA NC 27526-9619
MASSEY, DANIEL F MASSEY, TERESA M	7001 STARCHASE LN	FUQUAY VARINA NC 27526-8253
MCGREGOR, ROBERT J MCGREGOR, PATRICIA L	7004 STARCHASE LN	FUQUAY VARINA NC 27526-8252
MCLAURIN, BRAD WESLEY MCLAURIN, MELISSA STEPHENSON	6144 BURT RD	FUQUAY VARINA NC 27526-7313
MCLAURIN, LARRY ALLEN MCLAURIN, BRENDA S	6028 BURT RD	FUQUAY VARINA NC 27526-9653
MCLAURIN, PHILLIP B MCLAURIN, TERESA W	6140 BURT RD	FUQUAY VARINA NC 27526-9655
MEADOWS, BRENDA S	7133 STARCHASE LN	FUQUAY VARINA NC 27526-8255
MEADOWS, BRENDA SEWELL	7133 STARCHASE LN	FUQUAY VARINA NC 27526-8255
MICHAEL A KAMMER SR AND CAROL A KAMMER LIVING TRUS SPLINTER, MARTIN	1522 S WILTON RD	FUQUAY VARINA NC 27526-8255
MORGAN, JONATHAN D SR MORGAN, SHERRY R	6104 BURT RD	TACOMA WA 98465-1033
MULLEN, PATRICK T MULLEN, SHARON L	7132 STARCHASE LN	FUQUAY VARINA NC 27526-9655
MYERS, MERRILL W TRUSTEE MERRILL W MYERS REVOCABLE TRUST	5512 HICKORY LEAF DR	FUQUAY VARINA NC 27526-8254
NORTON, BRADLEY A NORTON, TONYA D	6013 BURT RD	RALEIGH NC 27606-9500
PARNELL, RONALD W PARNELL, ROBIN T	3025 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-9654
PARROTT, AMANDA PENNINGTON	2705 FLEMING RD	FUQUAY VARINA NC 27526-7947
PATTERSON, MICHAEL B PATTERSON, MEGAN B	616 LOMBARDY RD	FUQUAY VARINA NC 27526-7969
PECORELLA, LINDA FOUTZ, PENNY PECORELLA	7108 STARCHASE LN	FUQUAY VARINA NC 27526-9619
PRACTICAL PROPERTIES LLC	116 W ACADEMY ST	FUQUAY VARINA NC 27526-8254
PRINCE, RHONDA JEAN	5700 STONE CRYSTAL DR	FUQUAY VARINA NC 27526-2103
REVELS, BOBBY JOE REVELS, RUBY M	6217 BURT RD	FUQUAY VARINA NC 27526-7994
ROSLER, ANDREW THOMAS	7200 STARCHASE LN	FUQUAY VARINA NC 27526-9658
SAINZ, GLENDA JO BROWN SAINZ, MANUEL BENITO	7012 STARCHASE LN	FUQUAY VARINA NC 27526-8256
SALINAS, MARIA AUXILIADORA GUILL JARAMILLO, ALEJANDRO CAMACHO	2800 KNIGHTWOOD RD	FUQUAY VARINA NC 27526-8252
SAVINO, DANIEL I. GONZALEZ, PAULA MARIE	7212 STARCHASE LN	FUQUAY VARINA NC 27526-9616
SCHNEIDER, DEBRA A	2809 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-8256
SEXTON, VICTORIA R	7109 STARCHASE LN	FUQUAY VARINA NC 27526-8289
SHEEHAN, CONNOR T	2813 PINEY GROVE WILBON RD	FUQUAY VARINA NC 27526-8255
SNEED, HERBERT SNEED, BETTY	273 LAKE POINTE DR	FUQUAY VARINA NC 27526-8289
STEWART, JERRY R STEWART, GWENDOLYN D	6000 BURT RD	FUQUAY VARINA NC 27526-7155
STREIB, NELSON R STREIB, ELLEN W	7213 STARCHASE LN	FUQUAY VARINA NC 27526-9653
TESKE, TIFFANY DUKE, CONOR	7124 STARCHASE LN	FUQUAY VARINA NC 27526-8257
TUNSTALL, WARREN THADDEUS JR LESHAR, RETHA CAROL	7024 STARCHASE LN	FUQUAY VARINA NC 27526-8254
		FUQUAY VARINA NC 27526-8252

TURNER, JIMMY RAY TURNER, RACHEL B	2929 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8127
VEASEY, CHRISTOPHER SCOTT VEASEY, JEANNA B	969 JUDD RD	FUQUAY VARINA NC 27526
VELEZ, DAVID III VELEZ, HAILEY	5925 BURT RD	FUQUAY VARINA NC 27526-9652
VONUNRUH, BRANDON ALEXANDER SCHAUVILLER, CORALIE NATHALIE	7201 STARLIGHT CIR	FUQUAY VARINA NC 27526-8294
WARD, MATTHEW W WARD, BATHSHEBA R	5929 BURT RD	FUQUAY VARINA NC 27526-9652
WEAVER, WOODY ELVIN JR	5921 BURT RD	FUQUAY VARINA NC 27526-9652
WILLIAMS, LARRY ALAN WILLIAMS, MARYANN S	7105 STARCHASE LN	FUQUAY VARINA NC 27526-8255
WOLTZ, JESSICA H	5937 BURT RD	FUQUAY VARINA NC 27526-9652
WOOD, JAMES HAROLD	222 CEDAR CHASE LN	FUQUAY VARINA NC 27526-4224
WORDEN, PAUL M WORDEN, DEBORAH L	2909 PINEY GROVE WILBON RD	HOLLY SPRINGS NC 27540-8127

Neighborhood Meeting Attendance Roster
Elliott Farm Rezoning
June 1, 2022

1. Mark Frederick*
2. Jeff Westmoreland*
3. Jordan Brewer*
4. Larry Williams
5. Mary Clewis
6. Justin Price
7. Sherry Maidon
8. Linda Pecorella
9. Perry Verille
10. Tom Knudson
11. Neil Jones
12. Mike Kammer
13. Carol Kammer
14. Jim Turner
15. Rachel Turner
16. Erinn Schneider
17. Mel Elliott
18. Deby Schneider
19. Edward Gleason
20. Joe Christi
21. Ragan Lawson
22. Connor Sheehan
23. Darryl Meeks
24. Coralie Schauviller
25. Brandon Vonunruh
26. Audra Holland

* Members of development team

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 DS 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 0020655 and PIN 0646469015 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 1 day of July, 20 22.

Applicant Signature [Signature]

Printed name of Applicant Mark Frederick

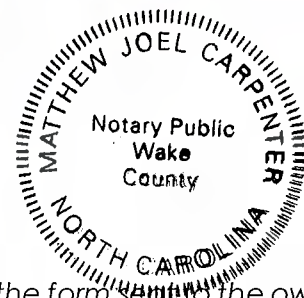
NOTARY STATEMENT

Sworn to and subscribed before me the 1 day of July, 20 22.

Notary Public in and for the State of North Carolina. My Commission expires: 2/7/2024

[Signature] / Matthew J. Carpenter
Notary Public Printed

Seal



Attached thereto the USPS green certified mail receipt and a copy of the form sent to the owner(s)



Mark D. Frederick
Associate
Direct Line: 919.835.4023
markfrederick@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

_____, 2022

VIA CERTIFIED MAIL

Grace Marie Elliott
133 Raleigh Street
Holly Springs, NC 27540

Re: Proposed Rezoning of 2836 Piney Grove Wilbon Road, PIN 0646469015
(the "Property")

Dear Grace:

As you know, we have requested that the Town of Holly Springs (the "Town") rezone your Property from Rural Residential (RR) to Neighborhood Residential Conditional District (NR-CD). The public hearing before the Town Council is scheduled for _____, 2022 at 7:00 PM.

If you have any questions about the public hearing or the rezoning case, you can reach out to me directly or to the Town of Holly Springs Development Services at (919) 557-3908.

Sincerely,

Mark D. Frederick



Mark D. Frederick
Associate
Direct Line: 919.835.4023
markfrederick@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

_____, 2022

VIA CERTIFIED MAIL

Melick and Carol Elliott
300 Kite Drive
Fuquay Varina, NC 27526

Re: Proposed Rezoning of 2836 Piney Grove Wilbon Road, PIN 0646469015
(the "Property")

Dear Melick and Carol:

As you know, we have requested that the Town of Holly Springs (the "Town") rezone your Property from Rural Residential (RR) to Neighborhood Residential Conditional District (NR-CD). The public hearing before the Town Council is scheduled for _____, 2022 at 7:00 PM.

If you have any questions about the public hearing or the rezoning case, you can reach out to me directly or to the Town of Holly Springs Development Services at (919) 557-3908.

Sincerely,

Mark D. Frederick



Mark D. Frederick
Associate
Direct Line: 919.835.4023
markfrederick@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

_____, 2022

VIA CERTIFIED MAIL

Augustus and Karen Elliott
232 Woodrow Avenue
High Point, NC 27262

Re: Proposed Rezoning of 2836 Piney Grove Wilbon Road, PIN 0646469015
(the "Property")

Dear Augustus and Karen:

As you know, we have requested that the Town of Holly Springs (the "Town") rezone your Property from Rural Residential (RR) to Neighborhood Residential Conditional District (NR-CD). The public hearing before the Town Council is scheduled for _____, 2022 at 7:00 PM.

If you have any questions about the public hearing or the rezoning case, you can reach out to me directly or to the Town of Holly Springs Development Services at (919) 557-3908.

Sincerely,

Mark D. Frederick

AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a General Use or Conditional Zoning District 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:

Mark Frederick, Parker Poe Adams & Bernstein LLP

Jeff Westmoreland, Toll Bros., Inc.,

to submit a Petition for Zoning Map Change for my (our) property from

Rural Residential (RR) to Neighborhood Residential Conditional District (NR-CD)
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Zoning District.

Signature of Owner(s):

Grace Marie Elliott Trustee

Grace Marie Elliott (trustee, Grace Marie Elliott Irrevocable Trust)

Wake County PIN/REID:

0646469015 / 0020655

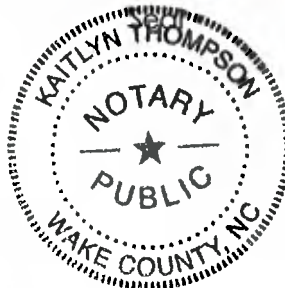
State of North Carolina
County of Wake

Sworn to and subscribed before me the 21st day of June, 2022.

Notary Public in and for the State of North Carolina. My Commission expires: 11/28/2026

Kaitlyn Thompson
Notary Public

Kaitlyn Thompson
Printed



AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a General Use or Conditional Zoning District 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:

Mark Frederick, Parker Poe Adams & Bernstein LLP

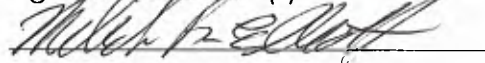
Jeff Westmoreland, Toll Bros., Inc.,

to submit a Petition for Zoning Map Change for my (our) property from

Rural Residential (RR) _____ to _____ Neighborhood Residential Conditional District (NR-CD)
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Zoning District.

Signature of Owner(s):



Melick B. Elliott



Carol W. Elliott

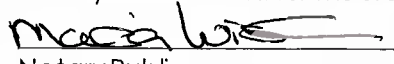
Wake County PIN/REID:

0646469015 / 0020655

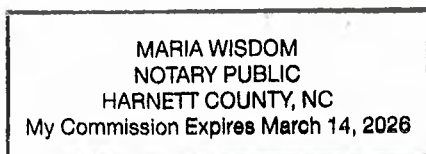
State of NC
County of Wake

Sworn to and subscribed before me the 21st day of June, 2022.

Notary Public in and for the State of North Carolina. My Commission expires: March 14, 2026

 / Maria Wisdom
Notary Public Printed

Seal



AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a General Use or Conditional Zoning District 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:

Mark Frederick, Parker Poe Adams & Bernstein LLP

Jeff Westmoreland, Toll Bros., Inc.,

to submit a Petition for Zoning Map Change for my (our) property from

For DS Use only

Project # _____

Date Received: _____

Rural Residential (RR) _____ to _____ Neighborhood Residential Conditional District (NR-CD)
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Zoning District.

Signature of Owner(s):

Augustus G. Elliott III

Augustus G. Elliott III

Karen A. Elliott

Karen A. Elliott

Wake County PIN/REID:

0646469015 / 0020655

State of North Carolina
County of Guilford

Sworn to and subscribed before me the 22nd day of June, 2022.

Notary Public in and for the State of North Carolina. My Commission expires: 11/15/2025

Aaron J. Stafford

Notary Public

Aaron J. Stafford

Printed

Seal

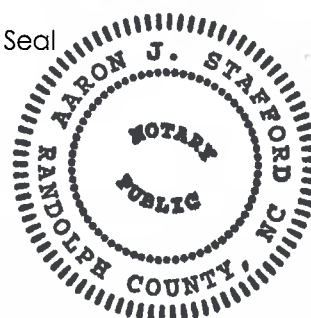


Exhibit A
to the Elliott Farm Rezoning Application

Project Description

The applicant is requesting the property be rezoned to Neighborhood Residential Conditional District (NR-CD) to facilitate the development of an age restricted, residential community with a mix of detached and attached single family dwellings.

Contact Information

Project Applicant/Contact

Developer: Toll Bros., Inc.,
c/o Mark Frederick, Parker Poe Adams & Bernstein, LLP
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601
919-835-4023
MarkFrederick@parkerpoe.com

Property Owner Contact

Grace Marie Elliott Irrevocable Trust
c/o Grace Marie Elliott
133 Raleigh Street
Holly Springs, NC 27540

Augustus and Karen Elliott
232 Woodrow Avenue
High Point, NC 27262

Melick and Carol Elliott
300 Kite Drive
Fuquay Varina, NC 27526

ELLIOTT FARM

CONSISTENCY STATEMENT

A PLANNED ACTIVE ADULT COMMUNITY IN
HOLLY SPRINGS, NORTH CAROLINA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

PPAB 8675534v1

ELLIOTT FARM

Holly Springs, NC



SUBMITTED TO



The Town of Holly Springs
128 S Main Street
Holly Springs, NC 27540

PREPARED FOR



Toll Bros., Inc.,
900 Perimeter Park Drive, Suite B3
Morrisville, NC 27560

PREPARED BY



Parker Poe Adams & Bernstein LLP
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601



Kimley-Horn and Associates, Inc
300 S Main Street, Suite 212
Holly Springs, NC 27540

TABLE OF CONTENTS

1.	PROJECT OVERVIEW	5
2.	CONSISTENCY STATEMENT	6
3.	DESIGN GOALS	9

**ITEMS NOT DIRECTLY ADDRESSED WITHIN THIS MANUAL WILL DEFER TO THE CURRENT
TOWN OF HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE
IN PLACE AT THE TIME OF DEVELOPMENT PLAN SUBMITTAL**

**SPECIFIC REFERENCES SHALL FOLLOW THE EQUIVALENT ADOPTED ORDINANCE IF THE
REFERENCED SECTION IS NO LONGER APPLICABLE**

PROJECT OVERVIEW

This document and the accompanying exhibits submitted herewith (collectively, the “Rezoning”) are provided pursuant to Town of Holly Springs Unified Development Ordinance (“UDO”) provisions for Conditional Zoning Districts. This Rezoning addresses the development of approximately 149 acres located at 2836 Piney Grove Wilbon Road, on the west side of Piney Grove Wilbon Road and approximately a quarter mile south of Duncan Cook Road. The property is comprised of one tax parcel, PIN 0646469015 (the “Property”). The Property is within the Town’s Extra Territorial Planning jurisdiction.

This Rezoning proposes to rezone the Property to Neighborhood Residential Conditional District (NR-CD) to allow the development of an active adult (age 55+) community. The community will include a mix of high-quality housing types and community amenities to serve the Town’s growing and increasingly diverse population. Thoughtful building design and site layout will ensure that the community is well integrated with the environmental features on the Property. The community will be linked by gathering areas, open spaces, and walking trails. Tree preservation areas and landscaped buffers will provide appropriate transitions to the surrounding properties.

The design standards applicable to the Property are largely informed by the age restriction applicable to the residential uses, which requires a minimum of 80% of all occupied units to have at least one resident age 55 or older. Active adult communities have several key characteristics that differentiate the residential homes and overall community from more traditional, ‘market-rate’ neighborhoods. Residential floor plans have most of the living space on the first floor, with some limited additional loft space on a second floor. In general, these communities are highly amenitized, with central community amenity, walking trails/sidewalks, and connected open spaces. These characteristics tend to support an arrangement of ‘public’ space in the front of homes and along the streetscape, with ‘private’ space associated with the back portions of residential lots.

One of the primary features of residential floor plans in active adult communities are first floor primary bedroom suites. These are commonly located to the rear of the house to provide privacy for the owners and to separate these areas from the main guest entry at the front door. This space is often adjacent to living room or family gathering spaces that provide both visual and direct physical connections to the private backyard outdoor space.

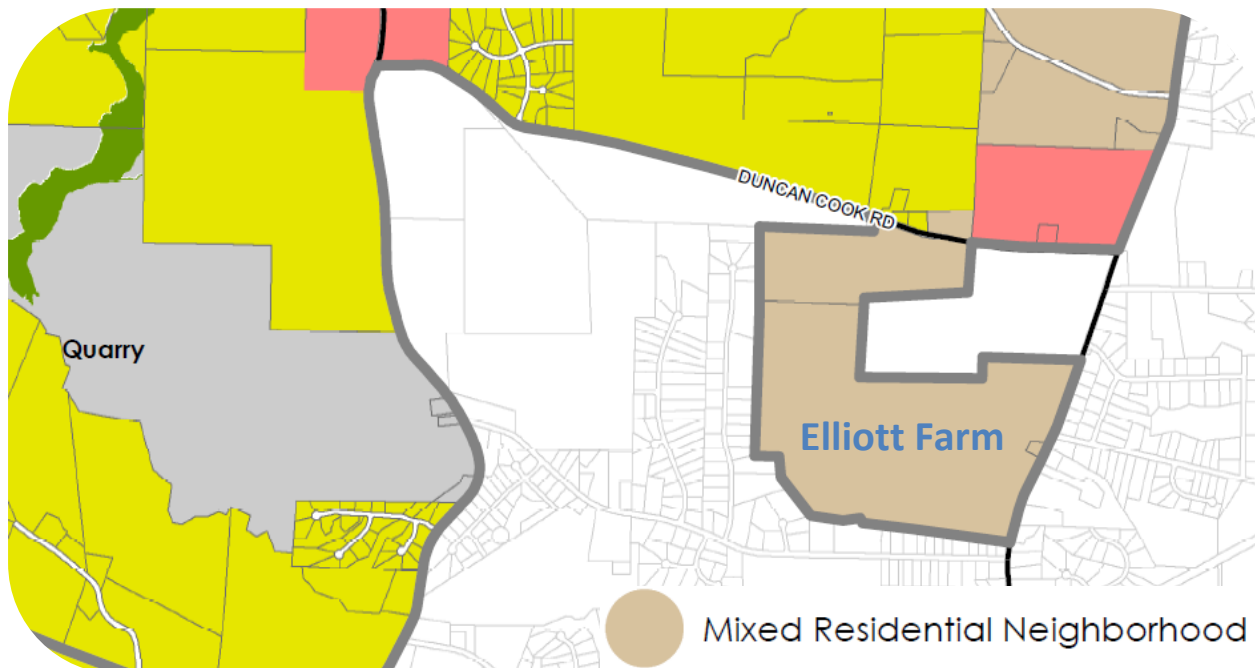
In addition to the configuration of interior spaces, the relationship between outdoor grading and finished floor elevations is an important component within active adult communities. Grading within individual residential lots is important in order to minimize steep slopes and sharp transitions within the lot area. This includes driveways and open lawn areas. For the homes themselves, a slab on grade foundation is typical to minimize the number of potential steps into the home; both at the front entrances and along the rear connections to porches, patios, and other private outdoor spaces.

CONSISTENCY STATEMENT

A. FUTURE LAND USE & COMMUNITY CHARACTER

The Future Land Use Map (the “FLUM”) designates the Property as a Mixed Residential Neighborhood. As described in the Town’s Comprehensive Plan, (“Comp Plan”), a Mixed Residential Neighborhood includes several housing types – single dwelling detached, single dwelling attached, and multi-dwelling – that provide a range of home choices (densities) in the same neighborhood. New Mixed Residential Neighborhoods should include a comprehensive and connected network of open space that provide gathering space; preserve large tree stands; and help manage stormwater run-off. These neighborhoods are organized around a neighborhood-scale park which can serve as a central gathering space, within a five-minute walk of all homes. Smaller open spaces like pocket parks and community gardens are distributed throughout the neighborhood, within a shorter walk of homes. Comp Plan, p. 44.

This Rezoning is consistent with the Mixed Residential Neighborhood FLUM designation, which recommends NR zoning. Under the proposed zoning, a mix of duplex and single family detached dwellings will provide the recommended range of home choices. The proposed community will be connected through a comprehensive network of sidewalks and walking trails, linking the dwellings to the open spaces, gathering areas, and community amenities.



B. TRANSPORTATION/COMPREHENSIVE TRANSPORTATION PLAN

The Town adopted an updated Comprehensive Transportation Plan on May 17, 2022 (the “Transportation Plan”). The Transportation Plan designates Piney Grove Wilbon Road as a 4-lane, median divided Thoroughfare. Transportation Plan p. 132. It also calls for a sidepath along the Property’s frontage on Piney Grove Wilbon Road. Transportation Plan p. 53. According to the Town’s UDO, this Rezoning shall dedicate and construct the sidepath and half of the ultimate cross section recommended by the Transportation Plan for Piney Grove Wilbon Road along the Property’s frontage. The Rezoning also proposes an internal street network that includes sidewalks and walking trails throughout the community to promote alternative forms of transportation.

A Traffic Impact Analysis (“TIA”) has been performed in connection with this Rezoning and in accordance with the Town’s Traffic Study Policy. Recommended improvements by the TIA shall be designed and constructed according to Town standards, subject to the NCDOT and Town review and approval.

C. PARKS, RECREATION & OPEN SPACE/BEYOND THE GREEN: A PARKS & RECREATION MASTER PLAN

The project is consistent with the goals and themes of the Parks, Recreation, and Greenways Master Plan (the “Parks Plan”). The Greenways Map and Park Search Areas Map do not propose a greenway or park in the vicinity of the Property. However, the Future Active Transportation Map does identify a proposed sidepath along Piney Grove Wilbon Road. This Rezoning includes a 10’ sidepath with the required street frontage improvements along Piney Grove Wilbon Road. In addition, this Rezoning proposes an internal network of sidewalks and walking trails throughout the community in order to connect open spaces and gathering places and enhance pedestrian mobility within the community.

D. COMMUNITY FACILITIES

As discussed above, the project will feature public sidewalks, walking trails, and publicly accessible open spaces throughout. The project will be organized in blocks where practical, anchored by plazas and community gathering spaces. The project will also feature an amenity area that includes a clubhouse and related features such as a pool, pickleball courts, or equivalent elements.

E. INFRASTRUCTURE AND UTILITIES

The Property will be annexed into the Town and be served by Town water and sewer services. A Sanitary Sewer Evaluation and Water System Evaluation are being completed with this Rezoning. It is anticipated that a connection to the existing 30” water main will be made at Duncan Cook. A parallel water main will be extended to the site and across the site frontage. It is anticipated that 2 water connections to the parallel water main in Piney Grove-Wilbon will be made. A

stub for future extension north along Piney Grove-Wilbon and west to Duncan Cook will also be provided. A lift station is proposed on site for sanitary sewer, with a force main routed through Piney Grove-Wilbon and eventually to the Basal Creek Pump Station. If needed, additional analysis will be performed regarding other viable options to service the site, including the Honeycutt Pump Station and the Trotter Bluffs gravity outfall. This development shall also comply with the Town's requirements related to the fiber optic network and water metering network.

F. NATURAL RESOURCES

The project will meet or exceed minimum requirements for open space, tree preservation area, and active recreation area in UDO Section 4. There is an existing stream system located near the west and north Property boundaries, including three existing ponds near the center of the Property. The streams and ponds will be appropriately buffered as required by the NC Department of Environmental Quality ("NCDEQ"), and no development or construction will occur within the riparian buffer without first obtaining authorization from NCDEQ. The Master Plan also identifies tree preservation areas on the Property that are currently forested in order to minimize disturbance of the existing environmental features.

DESIGN GOALS

The project will incorporate and/or achieve the following design goals as described in UDO Section 2.4.3.A.

1. The incorporation of existing natural features such as wooded areas and slopes into the design of new development in such a manner as to preserve the site's natural features.

The topography on the site is rolling and slopes down from a ridge along Piney Grove Wilbon Road to a low point in the northwest corner of the property. Mass Grading will be utilized across the developed areas of the site. With these areas largely corresponding to the open field areas on the site, the mass grading can still be accomplished while meeting the tree save area requirements. In general, the steeper slopes on the site are mostly within existing wooded areas which will have limited grading.

Additionally, as discussed above, there is an existing stream and three ponds on the Property. The stream and ponds will be appropriately buffered and incorporated into the design of the Master Plan's open spaces and in some places activated with walking trails.

The significant area of tree preservation area on the Master Plan is primarily located on existing wooded features, which will allow the preservation of these existing natural features. These areas will also function as a significant buffer area between the proposed development and the existing neighborhoods to the west and south.

2. The preservation of significant view corridors; development of out-lying areas of the Town and its Extraterritorial Jurisdiction in a manner which retains elements of traditional historical land use patterns.

The Property is located on the outer edge of the Town's Extraterritorial Jurisdiction, where low density residential uses have developed over time in a way that recognizes the existing natural features and historical agricultural uses. This Rezoning retains these elements by incorporating the Property's existing natural features into a low-density residential neighborhood, while recognizing the need for additional housing supply as the area continues to grow.

3. Development of pedestrian oriented communities; development of traditional style neighborhoods.

This Rezoning will incorporate several features to create a pedestrian oriented community. The internal street network is proposed in a grid with small blocks, while also acknowledging and working around the existing environmental features on the Property. These sidewalk lined streets, the amenity areas, and the

preserved natural areas, are all connected by walking trails that provide a well-connected, cohesive pedestrian network throughout the community.

4. [Development of communities that are visually and functionally connected to one another.](#)

This Rezoning will facilitate development and residential density that is strategically located across the site to ensure compatibility with surrounding land uses. More dense residential products are located along Piney Grove Wilbon Road and transition to lower intensities towards existing residential neighborhoods to the south and west. Street stubs are provided to vacant adjacent properties where feasible without the disturbance of existing natural features.

5. [Protection of significant watershed areas in order to preserve water quality.](#)

The Property is not located in a critical or water supply watershed. It is located within the Cape Fear Basin and will be subject to stormwater regulations for this watershed. Stormwater design will comply with Town of Holly Springs and State requirements. The site will not increase the peak flows from pre-development conditions for the 1-year, 24-hour storm event and will treat total nitrogen as required by the Town of Holly Springs.

6. [Creativity and imagination in the process of development.](#)

The project will feature a creative and thoughtful integration of the community with the existing natural features. Walking trails and gathering spaces are thoughtfully positioned throughout the community.

7. [Unique architecture or sustainable design.](#)

In addition to the thoughtful and creative site layout, Elliott Farm will provide distinctive architecture with notable quality and craftsmanship throughout the exterior and interior of homes. The new one and two-story floor plans are thoughtfully designed with modern, open concept floor plans, well-appointed kitchens, and spacious living areas that flow seamlessly to covered patios for outdoor living and entertaining.

In addition, all individual units are to be pre-configured with conduit for a solar energy system, and all garages will include wiring and an outlet for the future connection of electric vehicle charging equipment. In addition, common open space and amenity areas will be designed with native and locally adapted landscape plants, including pollinator species where appropriate.

8. [Efficient, aesthetic, and desirable use of open space.](#)

The project will meet, if not exceed, the required area of open space and/or recreation area. Existing natural features, such as the streams, ponds, and

forested areas are integrated into the community and connected by sidewalks and walking trails that wind through the development.

9. [Variety in housing types and physical development patterns.](#)

The community will feature various product types, as well as various lot sizes across the community. The mix of product types and lot sizes are organized across the development in a way that promotes a sense of community.

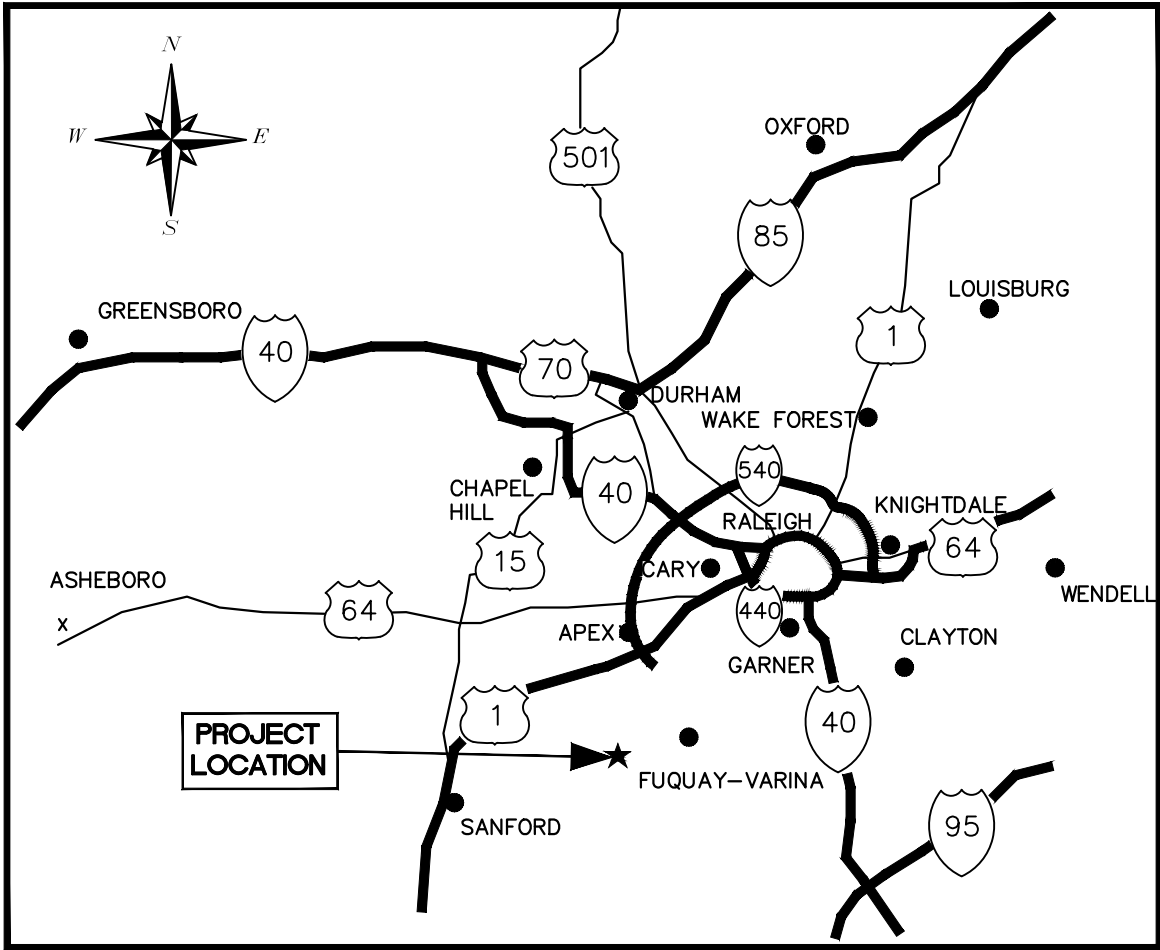
10. [Special considerations for property with a unique history or outstanding physical features.](#)

The proposed zoning recognizes the existing natural features on the site and ensures these features are well integrated into the community as amenities.

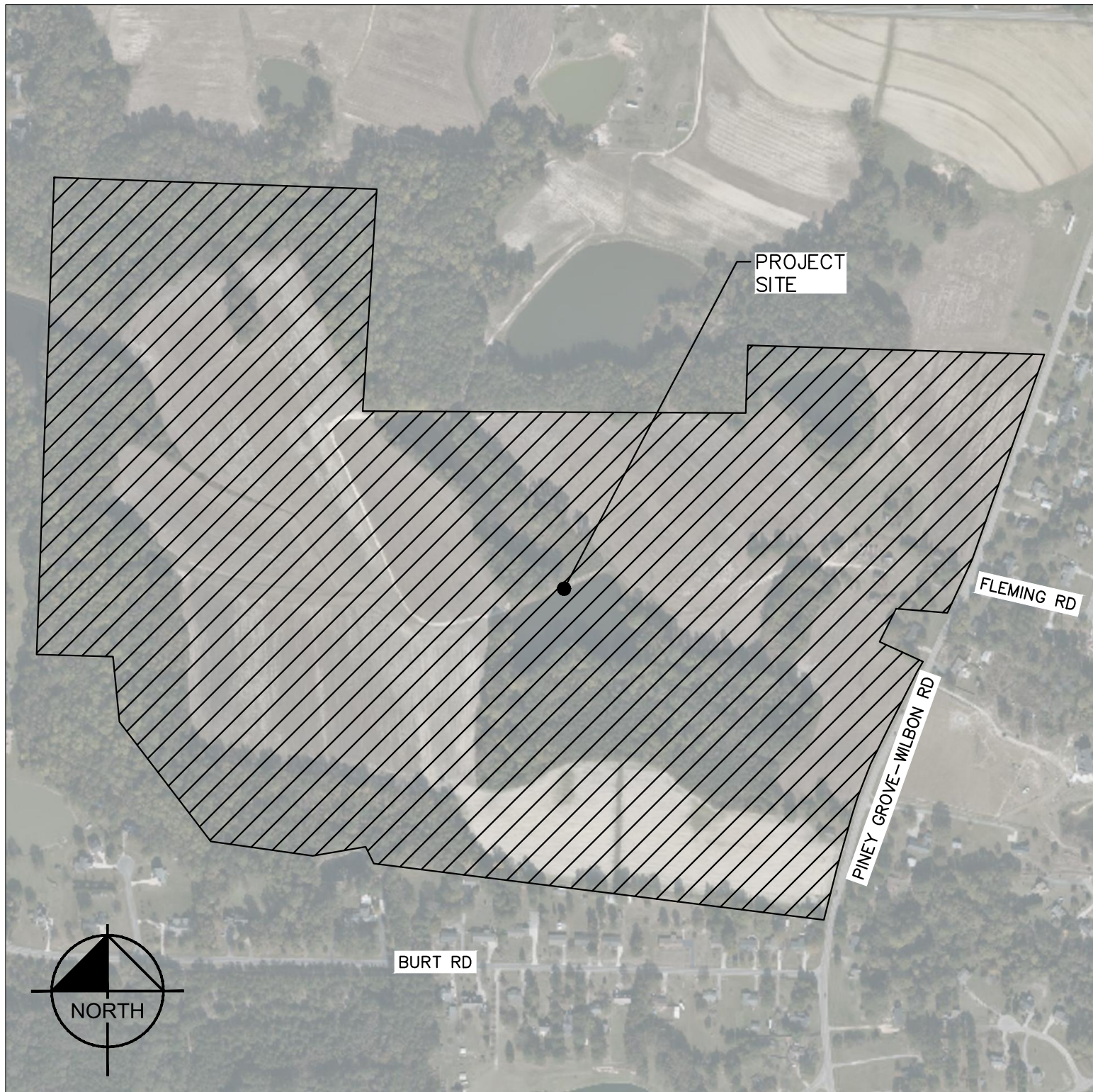
CONDITIONAL DISTRICT REZONING
SUBMITTAL FOR
ELLIOTT FARM
RESIDENTIAL

2836 PINEY GROVE WILBON RD.
HOLLY SPRINGS, NC 27526-2113

PIN: 0646469015
22-REZ-07 / PLREZ202200190



PROJECT LOCATION
NTS



VICINITY MAP
SCALE: 1" = 500'

PROJECT OWNER AND CONSULTANT INFORMATION

DEVELOPER

TOLL BROTHERS, INC.
JEFF WESTMORELAND
900 PERIMETER PARK DRIVE, SUITE B3
MORRISVILLE, NC 27650
PHONE: 919-801-6851

SURVEYOR

PARKER POE, LLP
SURVEYING AND MAPPING, LLC.
JOSHUA LEONARD
2641-116 SUMNER BLVD.
RALEIGH, N.C. 27616
PHONE: 720-236-2777

OWNER

ELLIOTT, AUGUSTUS G III GRACE-MARIE ELLIOTT GILCHRIST
IRREVOCABLE TRUST
MELICK B ELLIOTT
300 KITE DR
FUQUAY VARINA NC 27526-2113

CIVIL ENGINEERING CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.
KATIE WITT, P.E.
300 S MAIN STREET, SUITE 212
HOLLY SPRINGS, NC 27540
PHONE: 984-275-3559

ATTORNEY

PARKER POE, LLP
MARK FREDERICK
301 FAYETTEVILLE STREET, SUITE 1400
RALEIGH, N.C. 27601
PHONE: 919-835-4023

SHEET LIST TABLE

Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	EXISTING SITE
C2.0	CONCEPT PLAN/TRANSPORTATION & MOBILITY PLAN
C3.0	OVERALL UTILITY PLAN
C4.0	OVERALL GRADING AND DRAINAGE PLAN
C5.0	OPEN SPACE & PRESERVATION PLAN
L1.0	LANDSCAPE PLAN
L2.0	LANDSCAPE DETAILS

SITE DATA TABLE

PARCEL NUMBER:	646469015
PARCEL ACREAGE:	149.25 ACRES
CURRENT ZONING:	RURAL RESIDENTIAL (RR)
PROPOSED ZONING:	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR-CD)
CURRENT LAND USE:	SINGLE FAMILY RESIDENTIAL
PROPOSED LAND USE:	SINGLE FAMILY RESIDENTIAL (ATTACHED AND DETACHED)
FUTURE LAND USE MAP DESIGNATION:	MIXED RESIDENTIAL NEIGHBORHOOD
MAXIMUM HEIGHT:	35'
NUMBER OF UNITS	325 MAXIMUM
DWELLING UNITS PER ACRE	2.19 MAXIMUM
REQUIRED SETBACKS:	REFER TO DESIGN MANUAL
REQUIRED BUFFERYARDS:	5' TYPE "A" BUFFER
REQUIRED OPEN SPACE	FLEXIBLE AREA = 5% (7.5 ACRES) RECREATIONAL AREA = 5% (7.5 ACRES) TREE PRESERVATION = 20% (29.9 ACRES) TOTAL = 30% (44.8 ACRES)
PROVIDED OPEN SPACE	FLEXIBLE AREA = 5.6% (7.5-9 ACRES) RECREATIONAL AREA = 5-6% (7.5-9 ACRES) TREE PRESERVATION = 20-25% (29.9-37 ACRES) TOTAL = 30-39% (44.8-58.2 ACRES)

NOTES

1. WETLAND AND STREAM IMPACTS ARE ANTICIPATED AND WILL REMAIN UNDER 0.5 ACRES IN ORDER TO QUALIFY FOR NATIONWIDE PERMIT
2. OPEN SPACE AREAS ARE CONCEPTUAL AND WILL BE FINALIZED DURING DETAILED DESIGN
3. THE TOWN REQUIRES, PURSUANT TO N.C.G.S. 1600-804, THE DEDICATION AND CONSTRUCTION OF STREETS AND RIGHTS OF WAY, AS SHOWN IN THE APPROVED COMPREHENSIVE TRANSPORTATION PLAN AND THE APPROVED TRAFFIC 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.
4. 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 THIS REZONING THE DEVELOPER AGREES HE/SHE (I) IS FAMILIAR WITH THESE FEES, (II) DOES NOT DISPUTE THE REASONABLENESS OF THESE FEES AS SET FORTH IN THE TOWN'S ANNUAL BUDGET, (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 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.

EXISTING BOUNDARY AND TOPOGRAPHICAL INFORMATION IS BASED ON PUBLICLY AVAILABLE DATA TAKEN FROM WAKE COUNTY GIS. EXISTING INFORMATION IS BASED UPON INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF DESIGN AND HAS NOT BEEN INDEPENDENTLY VERIFIED BY OWNER OR ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING INFORMATION, DEPICTED OR NOT, PRIOR TO CONSTRUCTION AND REPORT POTENTIAL CONFLICTS TO OWNER AND ENGINEER.

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

6	REVISED PER PLANNING BOARD	06/07/23	KLW
5	REVISED PER TOWN COMMENT	03/24/23	KLW
4	REVISED PER TOWN COMMENT	02/28/23	KLW
3	REVISED PER TOWN COMMENT	11/11/22	KLW
2	REVISED PER TOWN COMMENT	09/16/22	ZDT
1	REVISED PER TOWN COMMENT	08/12/22	KLW
No.	REVISIONS	DATE	BY

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PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT 012826054	DATE 06/07/2023	SCALE AS SHOWN	DESIGNED BY KLW	DRAWN BY ZDT	CHECKED BY WJB
--------------------------	--------------------	-------------------	--------------------	-----------------	-------------------

COVER SHEET

ELLIOTT FARM
PREPARED FOR
TOLL BROS INC.

SHEET NUMBER
C0.0

NC

HOLLY SPRINGS



BURT RD

ELLIOTT, AUGUSTUS G III GRACE-MARIE ELLIOTT
GILCHRIST IRREVOCBLE TRUST
MELICK B ELLIOTT
300 KITE DR
FUQUAY VARINA NC 27526-2113

A topographic map of the Piney Grove area in Wilbourn. The map shows a road labeled "PINEY GROVE WILBORN RD" running diagonally from the bottom left towards the top right. The road is depicted with a solid line and a dashed line. The surrounding area is shaded with contour lines, indicating a hilly or mountainous terrain. The map is oriented with the road as the primary feature.

EXISTING CONDITIONS LEGEND

	PROPERTY LINE
	POTENTIAL JURISDICTIONAL STREAM
	POTENTIAL JURISDICTIONAL DITCH LINE
	EXISTING TOPOGRAPHY
	30' RIPARIAN BUFFER
	OVERHEAD UTILITY EASEMENT
	POTENTIAL JURISDICTIONAL WETLANDS
	POTENTIAL JURISDICTIONAL PONDS

PLANNING BOARD	06/07/23	K
TOWN COMMENT	03/24/23	K
TOWN COMMENT	02/28/23	K
TOWN COMMENT	11/11/22	K
TOWN COMMENT	09/16/22	Z
TOWN COMMENT	08/12/22	K

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PRELIMINARY
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012826054	DATE
06/07/2023	
SCALE	AS SHOWN
DESIGNED BY	KLW
DRAWN BY	ZDT

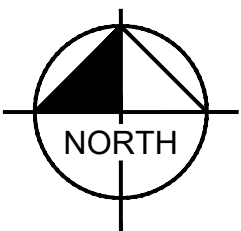
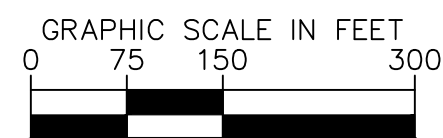
EXISTING SITE

ELLIOTT FARM
PREPARED FOR
TOLL BROS INC.

SHEET NUMBER
C1.0

HOLLY SPRINGS

NC

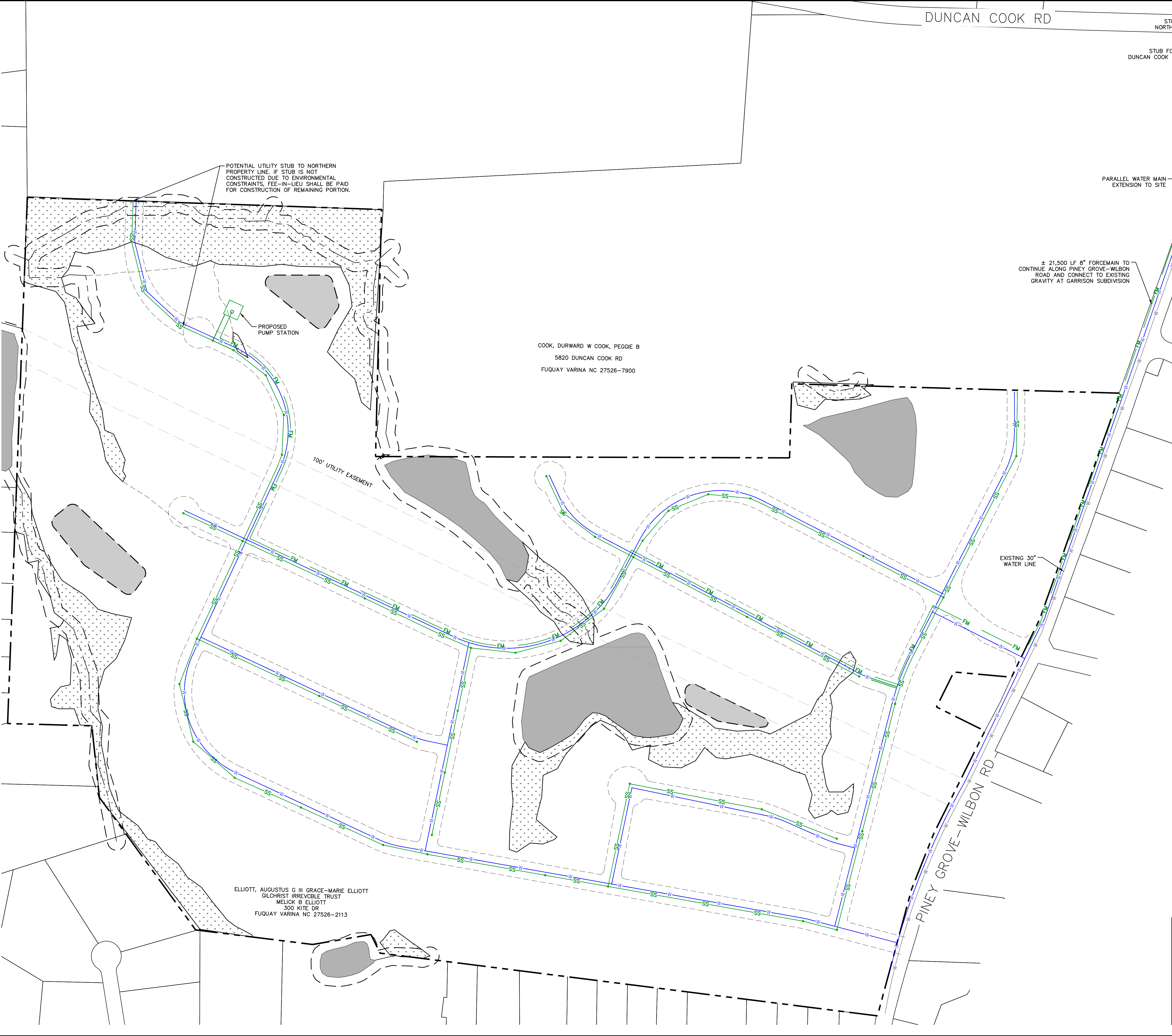


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ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

Plotted By: WIL KOTIE Sheet Set: ELLIOTT FARM Layout: C3.0 OVERALL UTILITY PLAN June 07, 2023 04:01:55pm K:\RAL\DEV\012826054-elliottfarm\08_cad files\plansheets\C3.0 OVERALL UTILITY PLAN.dwg

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UTILITY LEGEND

W

SS

FM

●

PROPERTY LINE

EXISTING WATER LINE

WATER LINE

SANITARY SEWER LINE

FORCE MAIN

SANITARY SEWER MANHOLE (SSMH)

STORM CONTROL MANAGEMENT POND

POTENTIAL JURISDICTIONAL WETLANDS

POTENTIAL JURISDICTIONAL PONDS

NOTES:
1. FINAL UTILITY ALIGNMENTS AND DESIGN TO BE DETERMINED DURING SUBDIVISION PLANS.

EXISTING BOUNDARY AND TOPOGRAPHICAL INFORMATION IS BASED ON PUBLICLY AVAILABLE DATA TAKEN FROM WAKE COUNTY GIS. EXISTING INFORMATION IS BASED UPON INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF DESIGN AND HAS NOT BEEN INDEPENDENTLY VERIFIED BY OWNER OR ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING INFORMATION, DEPICTED OR NOT, PRIOR TO CONSTRUCTION AND REPORT POTENTIAL CONFLICTS TO OWNER AND ENGINEER.

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ELLIOTT FARM
PREPARED FOR
TOLL BROS INC.

HOLLY SPRINGS NC

OVERALL UTILITY
PLAN

KHA PROJECT
012826054

DATE
06/07/2023

SCALE AS SHOWN

DESIGNED BY KLV

DRAWN BY ZDT

CHECKED BY WJB

Kimley»Horn

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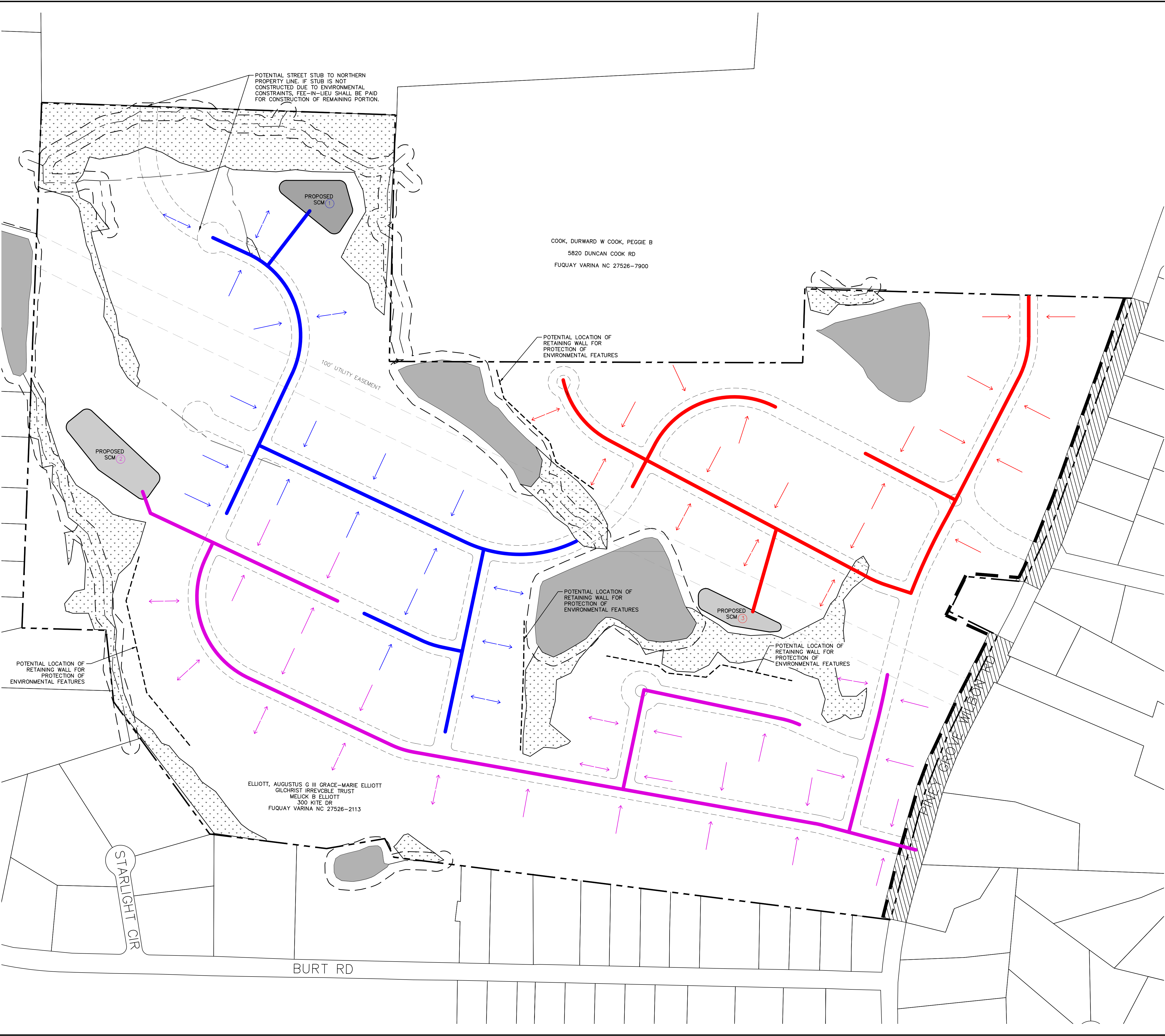
No.	REVISIONS	DATE	BY
6	REVISED PER PLANNING BOARD	06/07/23	KLW
5	REVISED PER TOWN COMMENT	03/24/23	KLW
4	REVISED PER TOWN COMMENT	02/28/23	KLW
3	REVISED PER TOWN COMMENT	11/11/22	KLW
2	REVISED PER TOWN COMMENT	09/16/22	ZDT
1	REVISED PER TOWN COMMENT	08/12/22	KLW

SHEET NUMBER
C3.0

Page 72 of 373

Plotted By: Wtl, Katie Sheet: Set ELLIOTT FARM Layout: C4.0 OVERALL GRADING AND DRAINAGE PLAN June 07, 2023 04:02:22pm K:\RAL-LDEV\012826054_ellottfarm\08_cdd_files\plan sheets\C4.0 OVERALL GRADING AND DRAINAGE PLAN.dwg

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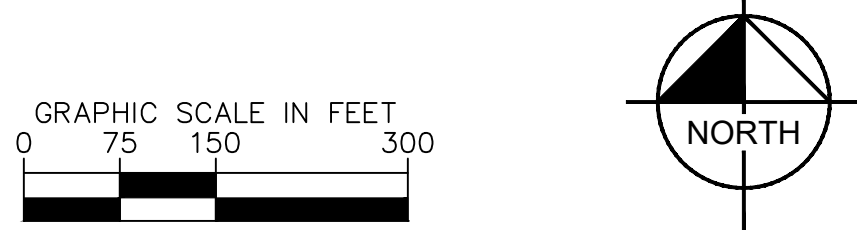


GRADING AND DRAINAGE LEGEND

	PROPERTY LINE
	STORM DRAINAGE 1
	STORM DRAINAGE 2
	STORM DRAINAGE 3
	STORM CONTROL MANAGEMENT POND
	POTENTIAL JURISDICTIONAL WETLANDS
	POTENTIAL JURISDICTIONAL PONDS
	FLOW ARROW
	POTENTIAL RETAINING WALL LOCATION

NOTES

1. FINAL WALL LOCATIONS TO BE DETERMINED DURING DETAILED DESIGN.



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ELLIOTT FARM
PREPARED FOR
TOLL BROS INC.

HOLLY SPRINGS NC

OVERALL GRADING
AND DRAINAGE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT
012826054

DATE
06/07/2023

SCALE AS SHOWN
DESIGNED BY KLV

DRAWN BY
ZDT

CHECKED BY
WJB

Kimley»Horn

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4	REVISED PER TOWN COMMENT	02/28/23	KLW
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2	REVISED PER TOWN COMMENT	09/16/22	ZDT
1	REVISED PER TOWN COMMENT	08/12/22	KLW

Page 73 of 373

Plotted By: Wtl, Katie Sheet Set: ELLIOTT FARM Layout: C5.0 OPEN SPACE & PRESERVATION PLAN June 07, 2023 04:03:07pm K:\RAL-DEVD\12826054-ellottfarm\08_cad_files\plansheets\C5.0 OPEN SPACE & PRESERVATION PLAN.dwg
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OPEN SPACE LEGEND	
	TREE PRESERVATION AREA
	ACTIVE RECREATION AREA
	FLEXIBLE AREA
	6' WALKING TRAIL
	10' MULTI-USE PATH

SITE DATA TABLE	
PARCEL NUMBER:	646469015
PARCEL ACREAGE:	149.25 ACRES
CURRENT ZONING:	RURAL RESIDENTIAL (RR)
PROPOSED ZONING:	NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT (NR-CD)
CURRENT LAND USE:	SINGLE FAMILY RESIDENTIAL
PROPOSED LAND USE:	SINGLE FAMILY RESIDENTIAL (ATTACHED AND DETACHED)
FUTURE LAND USE MAP DESIGNATION:	MIXED RESIDENTIAL NEIGHBORHOOD
MAXIMUM HEIGHT:	35'
NUMBER OF UNITS:	325 MAXIMUM
DWELLING UNITS PER ACRE:	2.19 MAXIMUM
REQUIRED SETBACKS:	REFER TO DESIGN MANUAL
REQUIRED BUFFERYARDS:	5' TYPE 'A' BUFFER
REQUIRED OPEN SPACE:	FLEXIBLE AREA = 5% (7.5 ACRES) RECREATIONAL AREA = 5% (7.5 ACRES) TREE PRESERVATION = 20% (29.9 ACRES) TOTAL = 30% (44.8 ACRES)
PROVIDED OPEN SPACE:	FLEXIBLE AREA = 5.6% (7.5-9 ACRES) RECREATIONAL AREA = 5.6% (7.5-9 ACRES) TREE PRESERVATION = 20-25% (29.9-37 ACRES) TOTAL = 30-39% (44.8-58.2 ACRES)

NOTES	
1. WETLAND AND STREAM IMPACTS ARE ANTICIPATED AND WILL REMAIN UNDER 0.5 ACRES IN ORDER TO QUALIFY FOR NATIONWIDE PERMIT.	
2. OPEN SPACE AREAS ARE CONCEPTUAL AND WILL BE FINALIZED DURING DETAILED DESIGN.	
3. LOCATION AND ROUTING OF WALKING TRAIL IS CONCEPTUAL AND WILL BE FINALIZED DURING DETAILED DESIGN.	

ELLIOTT FARM
PREPARED FOR
TOLL BROS INC.

NC

HOLLY SPRINGS

OPEN SPACE &
PRESERVATION PLAN

NC

HOLLY SPRINGS

KHA PROJECT
012826054

DATE
06/07/2023

SCALE AS SHOWN

DESIGNED BY KIW

DRAWN BY ZDT

CHECKED BY WJB

Kimley»Horn

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#-0102

REVISED PER TOWN COMMENT

REVISED PER TOWN COMMENT

REVISED PER TOWN COMMENT

REVISED PER TOWN COMMENT

REVISED PER TOWN COMMENT

REVISED PER TOWN COMMENT

6

5

4

3

2

1

No.

REVISIONS

DATE

BY

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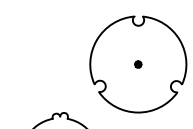
ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

SHEET NUMBER
C5.0

Page 74 of 373

Plotted By: Will Kottle Sheet Set: ELLIOTT FARM Layout: L1.0 LANDSCAPE PLAN Date: 06/07/2023 04:04:06pm K:\REAL\DEV\012826054-elliottfarm\08_cad files\lansheets\L1.0 LANDSCAPE PLAN.dwg This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PINEY GROVE WILBON ROAD PLANTING SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.
	23	ACER BUERGERIANUM	TRIDENT MAPLE	5 GAL
	21	LAGERSTROEMIA INDICA 'BILOXI'	BILOXI CRAPE MYRTLE	5 GAL

NOTES

1. WETLAND AND STREAM IMPACTS ARE ANTICIPATED AND WILL REMAIN UNDER 0.5 ACRES IN ORDER TO QUALIFY FOR NATIONWIDE PERMIT.
2. OPEN SPACE AREAS ARE CONCEPTUAL AND WILL BE FINALIZED DURING DETAILED DESIGN.
3. ALL TREES LOCATED WITHIN A SITE DISTANCE TRIANGLE SHALL BE LIMBED UP AND MAINTAINED 8" MIN ABOVE FINISHED GRADE TO PROVIDE CLEAR SITE LINES.
4. THIS PLAN IS INTENDED FOR LANDSCAPE INSTALLATION REFERENCE ONLY. FOR SITE IMPROVEMENTS, SEE CIVIL SHEETS.
5. UTILITIES ON THIS SHEET ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
6. SEE SHEET L2.0 FOR LANDSCAPE NOTES AND DETAILS.
7. EXISTING VEGETATION SHALL BE USED TO SATISFY THE TYPE A BUFFER REQUIREMENT WHENEVER POSSIBLE.
8. SEE SHEET C5.0 FOR PRELIMINARY OPEN SPACE & TREE PRESERVATION LOCATIONS AND CALCULATIONS.
9. ALL STREET TREES SHALL BE PROVIDED IN ACCORDANCE WITH THE UDO. DEVIATION IN QUANTITY AND LOCATION DUE TO REQUIRED UTILITY SERVICES, LIGHTING, SIGHT TRIANGLES, OR ANY OTHER REQUIRED SITE ELEMENTS WILL BE DETERMINED AT SITE CONSTRUCTION DRAWING LEVEL AND WILL BE COORDINATED WITH PLANNING STAFF IN AN EFFORT TO MEET THE INTENT OF THE UDO.

COOK, DURWARD W COOK, PEGGIE B
5820 DUNCAN COOK RD
FUQUAY VARINA NC 27526-7900

LANDSCAPE REQUIREMENTS & CALCULATIONS						
Town of Holly Springs UDO						
AREA TO BE LANDSCAPED	CODE REQUIREMENT	SITE LOCATION	MEASUREMENT	TOTAL QUANTITY REQUIRED	TOTAL QUANTITY PROVIDED	CODE SECTION
REQUIRED OPEN SPACE	30% OF TOTAL PROJECT SITE	SEE PLANS	382,892 SF	TOTAL = 30% (44.8 ACRES)	44.8 ACRES	4.2
STREET TREES	1 TREE PER 30 LF - 45 LF	Road A	3,350 LF	MAX. - 3,350/30 = 112 TREES MIN. - 3,350/45 = 76 TREES	77 TREES	5.3.4
		Road B	5,662 LF	MAX. - 5,662/30 = 189 TREES MIN. - 5,662/45 = 126 TREES	136 TREES	5.3.4
		Road C	2,654 LF	MAX. - 2,654/30 = 89 TREES MIN. - 2,654/45 = 59 TREES	64 TREES	
		Road D	2,086 LF	MAX. - 2,086/30 = 70 TREES MIN. - 2,086/45 = 46 TREES	53 TREES	
		Road E	7,763 LF	MAX. - 7,763/30 = 259 TREES MIN. - 7,763/45 = 172 TREES	180 TREES	5.3.4
		Road F	1,166 LF	MAX. - 1,166/30 = 39 TREES MIN. - 1,166/45 = 26 TREES	26 TREES	
		Road G	1,656 LF	MAX. - 1,656/30 = 55 TREES MIN. - 1,656/45 = 37 TREES	37 TREES	5.3.4
		PINEY GROVE WILBON RD	1,880 LF	MAX. - 1,880/30 = 62 TREES MIN. - 1,880/45 = 41 TREES	45 TREES	
BUFFER TYPE A	2 DECIDUOUS TREES PER 100 LF 5 SHRUBS PER 100 LF 5' BUFFER WIDTH	SEE PLANS	9,875 LF	(9,875/100) * 2 = 198 TREES (9,875/100) * 5 = 493 SHRUBS	198 TREES 493 SHRUBS	5.3.1
BUFFER TYPE A (MODIFIED)	3 DECIDUOUS TREES PER 100 LF 10 SHRUBS PER 100 LF 5' BUFFER WIDTH	SEE PLANS	1,858 LF	(1,858/100) * 3 = 56 TREES (1,858/100) * 10 = 186 SHRUBS	56 TREES 493 SHRUBS	5.3.1

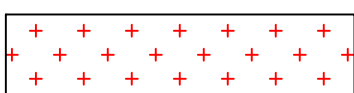
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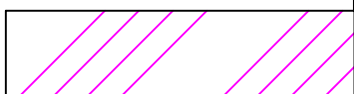
TYPE A BUFFER YARD



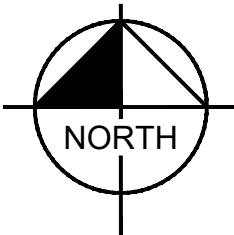
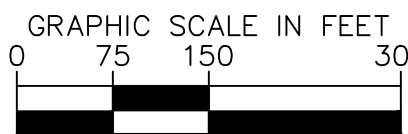
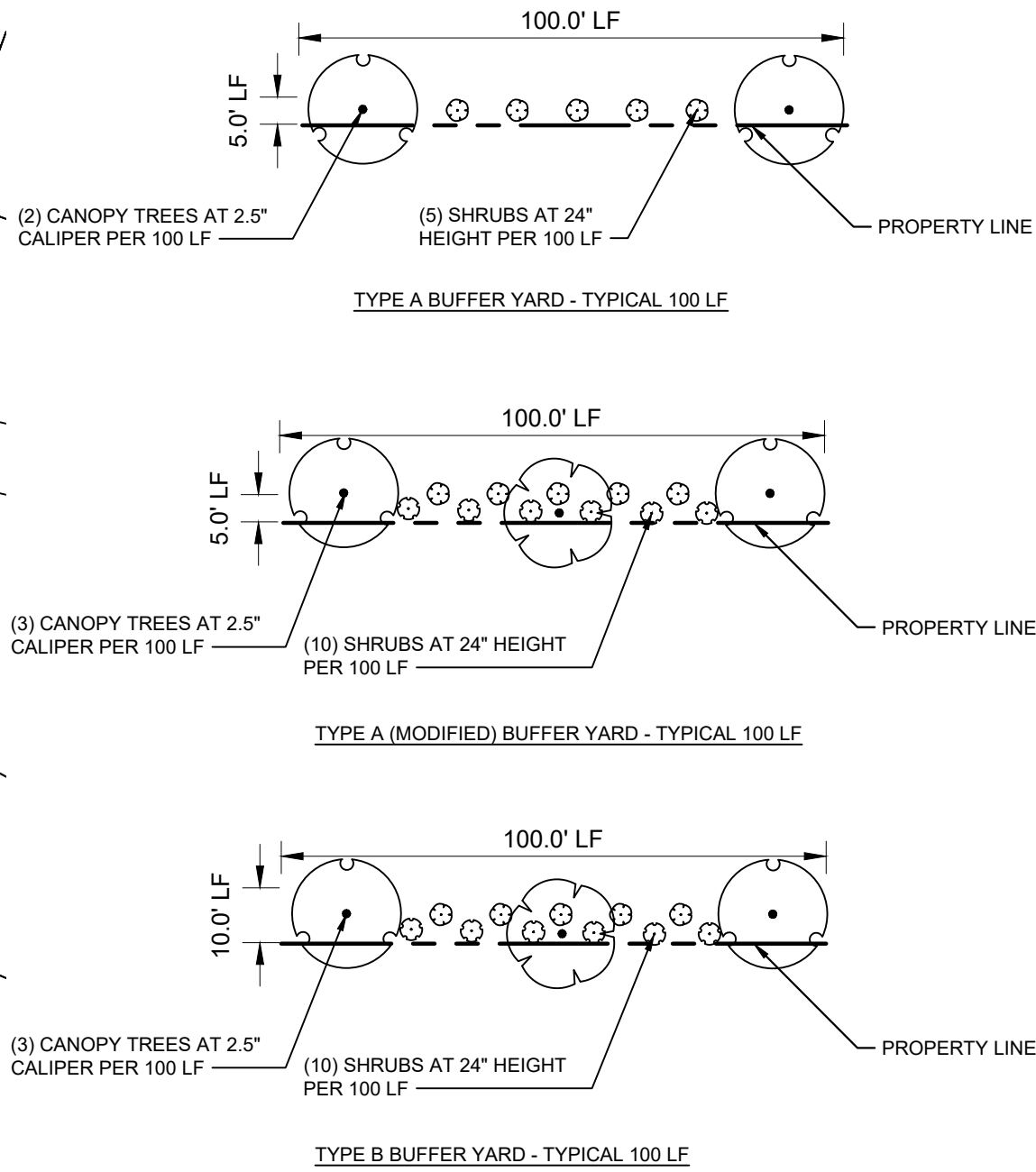
WETLAND



TYPE A (MODIFIED) BUFFER YARD



TYPE B BUFFER YARD



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REVISIONS

No.	DATE	BY
6	06/07/23 KLV	
5	03/24/23 KLV	
4	02/28/23 KLV	
3	11/11/22 KLV	
2	09/16/22 ZDT	
1	08/12/22 KLV	

NOT FOR CONSTRUCTION

PRELIMINARY

KHA PROJECT 012826054

DATE 06/07/2023

SCALE AS SHOWN

DESIGNED BY WAH

DRAWN BY WAH

CHECKED BY MRG

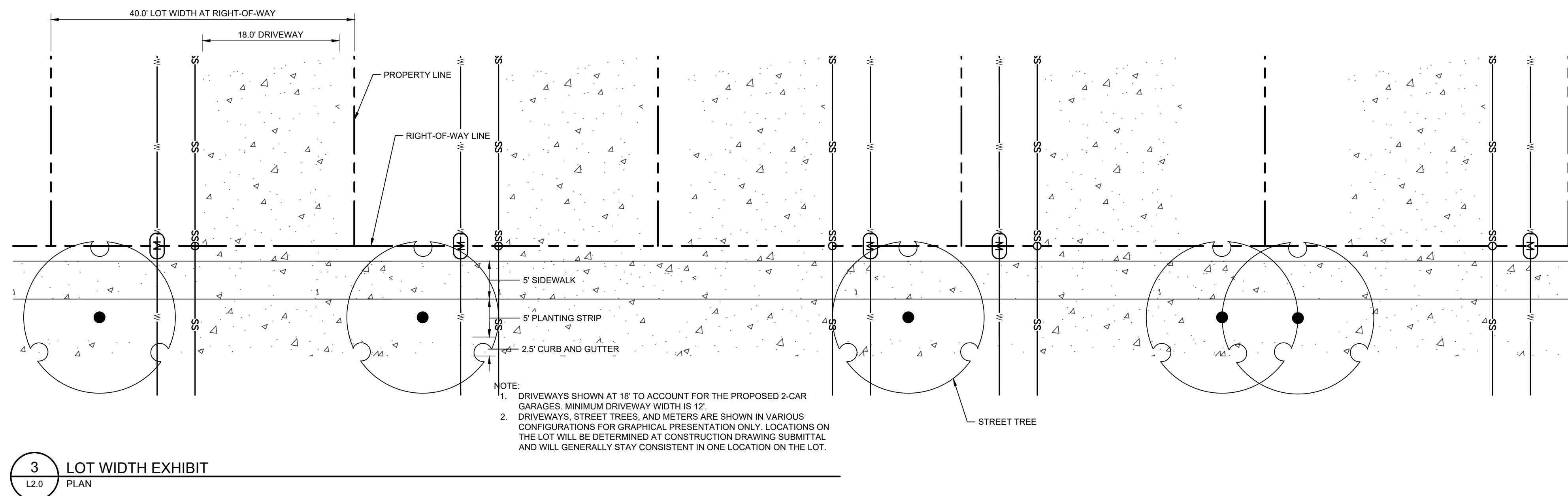
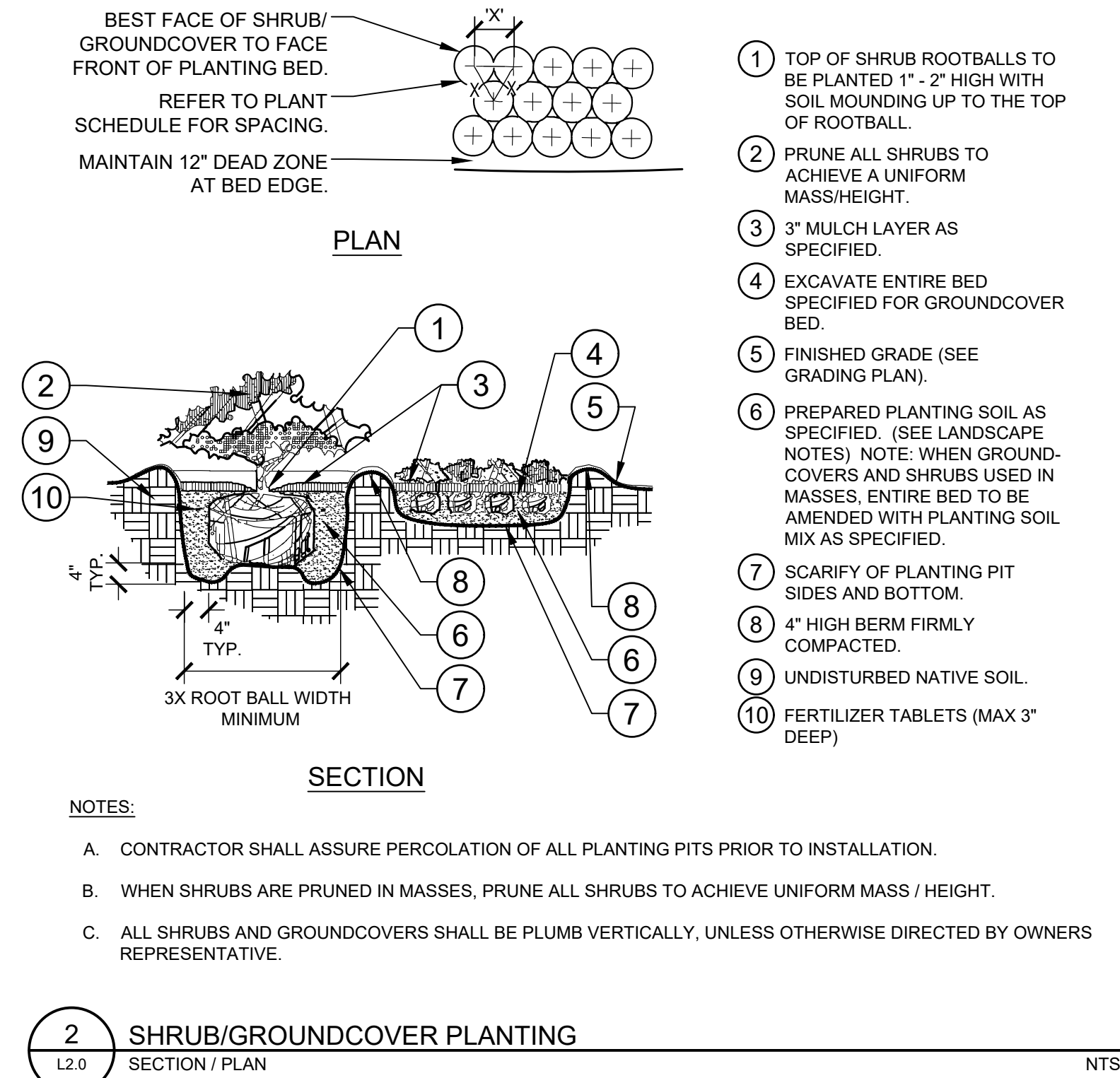
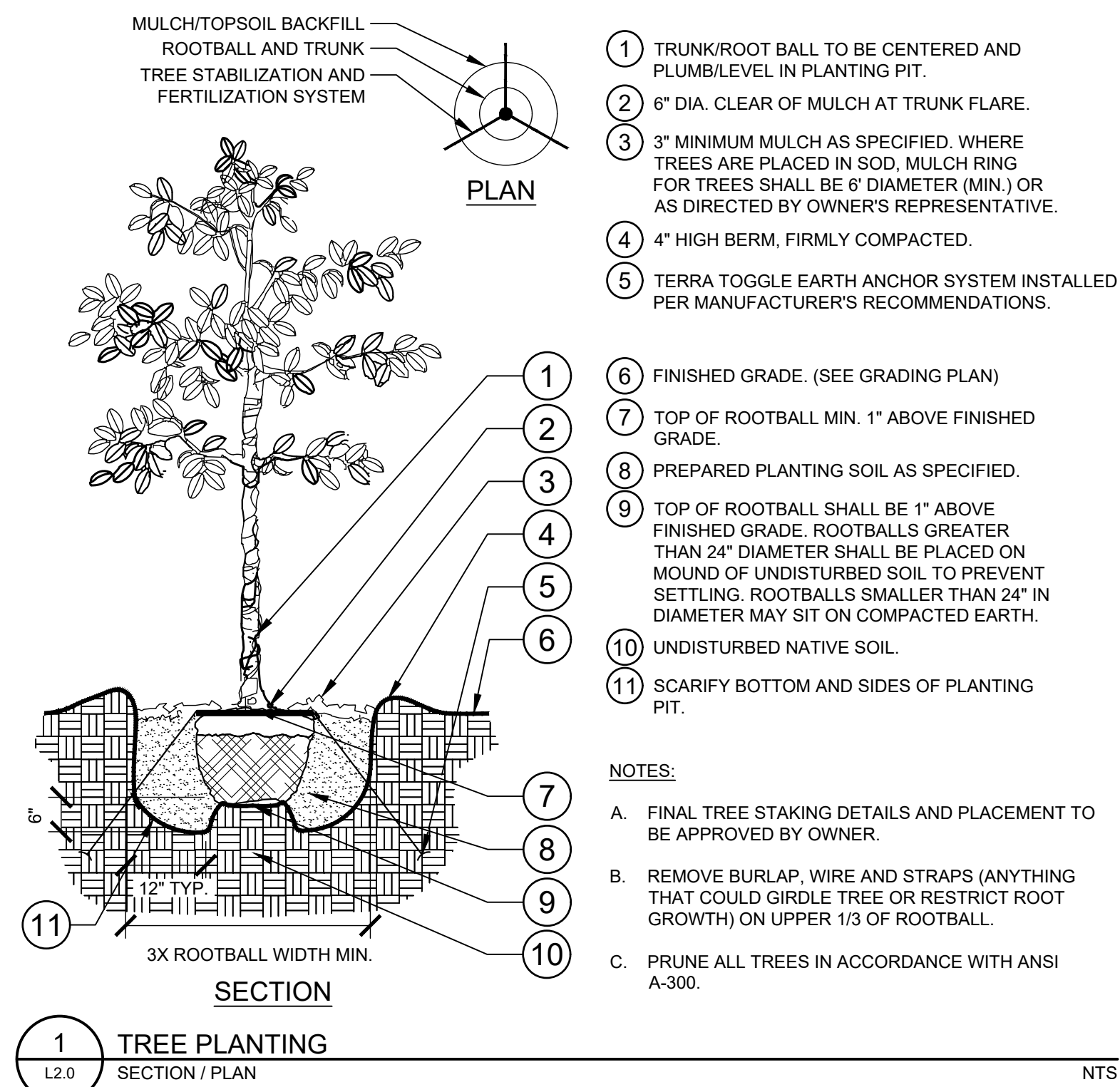
LANDSCAPE PLAN

ELLIOTT FARM

PREPARED FOR TOLL BROS INC.

HOLLY SPRINGS NC

SHEET NUMBER L1.0



EXISTING BOUNDARY AND TOPOGRAPHICAL INFORMATION IS BASED ON PUBLICLY AVAILABLE DATA TAKEN FROM WAKE COUNTY GIS. EXISTING INFORMATION IS BASED UPON INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF DESIGN AND HAS NOT BEEN INDEPENDENTLY VERIFIED BY OWNER OR ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING INFORMATION, DEPICTED OR NOT, PRIOR TO CONSTRUCTION AND REPORT POTENTIAL CONFLICTS TO OWNER AND ENGINEER.

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

GENERAL LANDSCAPE NOTES:

4. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
5. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
6. ALL TREES MUST HAVE A STRAIGHT TRUNK AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
7. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
8. ALL TREES MUST BE GUYYED OR STAKED AS SHOWN IN THE DETAILS.
9. ALL TREES LOCATED WITHIN VEHICLE SIGHT TRIANGLES SHALL BE BRANCHED MIN. 8' (MEASURED FROM ADJACENT PROJECTED CURB LINE ELEVATION) PER ANSI Z60.1 STANDARDS FOR HEIGHT OF BRANCHING - STREET TREES.
10. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED. MULCH TO BE 3 INCHES OF DOUBLE SHREDDED HARDWOOD DESIGNER MULCH IN DARK BROWN OR OWNER PREFERENCE.
11. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION. CONTRACTOR IS ALSO RESPONSIBLE FOR COORDINATING ALL UTILITY ADJUSTMENTS WITH FINAL FINISH GRADE. ALL UTILITIES SHALL SIT FLUSH WITH FINISH GRADES (BOTH PAVED AND LANDSCAPED SURFACES).
12. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK. ANY DISCREPANCIES BETWEEN QUANTITIES ON PLAN AND PLANT LIST SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT LANDSCAPE ARCHITECT AND ANY FIELD ADJUSTMENTS OR QUANTITY ADJUSTMENTS MUST BE AUTHORIZED PRIOR TO PLANTING.
13. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, WEEDING, FERTILIZING, ETC.) OF THE PLANTING AREAS AND LAWN UNTIL SUBSTANTIAL COMPLETION.
14. THE CONTRACTOR SHALL COMPLETELY WARRANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF SUBSTANTIAL COMPLETION. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE WARRANTEE PERIOD.
15. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION. CONTRACTOR SHALL CONTACT THE PROJECT LANDSCAPE ARCHITECT A MINIMUM OF ONE(1) WEEK IN ADVANCE TO SCHEDULE STAKING.
16. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
17. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOOLIATES (PRIOR TO SUBSTANTIAL COMPLETION OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE MEETING ALL PLANT SCHEDULE SPECIFICATIONS.
18. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
19. ALL SHRUB, GROUND COVER AND PERENNIAL PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH DOUBLE SHREDDED HARDWOOD DESIGNER MULCH IN DARK BROWN OR OWNER PREFERENCE TO A DEPTH OF THREE (3) INCHES. ANY EXISTING LANDSCAPE BEDS THAT ARE DISTURBED MUST BE MULCHED TO MATCH EXISTING MULCH FOUND WITHIN LANDSCAPE BED.
20. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.
21. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
22. ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
23. THE TOP OF ALL ROOT BALLS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE, AS BORN TO PREVIOUS GRADE AND GROWING CONDITIONS.
24. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING TREES AND SHRUBS THAT WILL MEET BOTH MINIMUM SIZE AND SPACING FOR TREE AND THE TOWN OF HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE (UDO). FAILURE TO INSTALL PLANT MATERIAL PER THIS PLAN WILL JEOPARDIZE ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTIONS OF PLANT MATERIAL.
26. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES & ORDINANCES REGARDING LANDSCAPING. GENERAL CONTRACTOR IS TO CLEAN THE ENTIRE SITE OF ALL CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.
27. THE CONTRACTOR SHALL INSTALL NON-WOVEN GEOTEXTILE UNDER PLANTING BED MULCH IN ALL LANDSCAPE BEDS TO PREVENT WEED GROWTH.
28. NO PLANT SUBSTITUTIONS ARE PERMITTED WITHOUT APPROVAL OF THE TOWN OF HOLLY SPRINGS AND THE PROJECT LANDSCAPE ARCHITECT.

SHEET NUMBER		ELLIOTT FARM PREPARED FOR TOLL BROS INC.		LANDSCAPE DETAILS		KHA PROJECT 012826054		PRELIMINARY NOT FOR CONSTRUCTION		Kimley»»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 300 S MAIN STREET SUITE 212, HOLLY SPRINGS, NC 27540 PHONE: 919-677-2000 FAX: 919-677-2050 WWW.KIMLEY-HORN.COM		<table><thead><tr><th>No.</th><th>REVISIONS</th><th>DATE</th><th>BY</th></tr></thead><tbody><tr><td>6</td><td>REVISED PER PLANNING BOARD</td><td>06/07/23</td><td>KLW</td></tr><tr><td>5</td><td>REVISED PER TOWN COMMENT</td><td>03/24/23</td><td>KLW</td></tr><tr><td>4</td><td>REVISED PER TOWN COMMENT</td><td>02/28/23</td><td>KLW</td></tr><tr><td>3</td><td>REVISED PER TOWN COMMENT</td><td>11/11/22</td><td>KLW</td></tr><tr><td>2</td><td>REVISED PER TOWN COMMENT</td><td>09/16/22</td><td>ZDT</td></tr><tr><td>1</td><td>REVISED PER TOWN COMMENT</td><td>08/12/22</td><td>KLW</td></tr></tbody></table>		No.	REVISIONS	DATE	BY	6	REVISED PER PLANNING BOARD	06/07/23	KLW	5	REVISED PER TOWN COMMENT	03/24/23	KLW	4	REVISED PER TOWN COMMENT	02/28/23	KLW	3	REVISED PER TOWN COMMENT	11/11/22	KLW	2	REVISED PER TOWN COMMENT	09/16/22	ZDT	1	REVISED PER TOWN COMMENT	08/12/22	KLW
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HOLLY SPRINGS		NC																																							

ELLIOTT FARM

DEVELOPMENT & DESIGN MANUAL

A PLANNED ACTIVE ADULT COMMUNITY IN
HOLLY SPRINGS, NORTH CAROLINA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

PPAB 7658255v4

ELLIOTT FARM

Holly Springs, NC



Toll Brothers
AMERICA'S LUXURY HOME BUILDER

SUBMITTED TO



The Town of Holly Springs
128 S Main Street
Holly Springs, NC 27540

PREPARED FOR



Toll Bros., Inc.,
900 Perimeter Park Drive, Suite B3
Morrisville, NC 27560

PREPARED BY



Parker Poe Adams & Bernstein LLP
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601



Kimley-Horn and Associates, Inc
300 S Main Street, Suite 212
Holly Springs, NC 27540

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**ITEMS NOT DIRECTLY ADDRESSED WITHIN THIS MANUAL WILL DEFER TO THE CURRENT
TOWN OF HOLLY SPRINGS UNIFIED DEVELOPMENT ORDINANCE
IN PLACE AT THE TIME OF DEVELOPMENT PLAN SUBMITTAL**

**SPECIFIC REFERENCES SHALL FOLLOW THE EQUIVALENT ADOPTED ORDINANCE IF THE
REFERENCED SECTION IS NO LONGER APPLICABLE**

1. PROJECT DATA

NAME OF PROJECT

Elliott Farm

PROPERTY OWNERS

Grace Marie Elliott Irrevocable Trust
c/o Grace Marie Elliott
133 Raleigh Street
Holly Springs, NC 27540

Augustus and Karen Elliott
232 Woodrow Avenue
High Point, NC 27262

Melick and Carol Elliott
300 Kite Drive
Fuquay Varina, NC 27526

DEVELOPER

Toll Bros., Inc.
900 Perimeter Park Drive, Suite B3
Morrisville, NC 27560

PREPARED BY

Parker Poe Adams & Bernstein LLP
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601

Kimley-Horn and Associates, Inc
300 S Main Street, Suite 212
Holly Springs, NC 27540

SITE ADDRESS

2836 Piney Grove Wilbon Road
Fuquay Varina, NC 27526

PROPERTY IDENTIFICATION NUMBER

0646469015

TOTAL ACREAGE

148.42 acres

CURRENT LAND USE

Agriculture

CURRENT ZONING

Rural Residential (RR)

FUTURE LAND USE MAP

Mixed Residential Neighborhood

PROPOSED LAND USE

Single Family Residential (age-restricted)

PROPOSED ZONING

Neighborhood Residential Conditional District (NR-CD)

2. LAND USE

The Property may be used for the uses and building types listed immediately below. All other uses are prohibited. The permitted uses are subject to the limitations and standards stated in the Town of Holly Springs Unified Development Ordinance ("UDO"), and any additional standards provided herein.

All accessory uses permitted in the Neighborhood Residential district are permitted and subject to the use specific standards in the UDO, except where modified herein. Accessory uses, buildings, or structures are permitted on a lot without a primary building.

As an active adult community, all residential uses shall be subject to the following requirement: Developer of the community shall record with the applicable Register of Deeds office a Declaration of Covenants, Conditions, and Restrictions ("Declaration") providing that at least eighty percent (80%) of all occupied units shall have as a resident at least one person age 55 or older ("age restriction").

PERMITTED USES	
Residential Uses	Attached Dwelling
	Detached Dwelling
Recreation Uses (N1)	Recreation Facility, Indoor
	Recreation Facility, Outdoor (<50 acres)
PERMITTED BUILDING TYPES	
Building Types	Residential

PERMITTED USES – NOTES	
N1	Recreation uses are permitted in conjunction with residential development to provide recreation and amenities.

3. DIMENSIONAL STANDARDS

The base development standards described below shall apply to the Property. Where a standard is not defined below, the development standards for the **NR District in UDO Section 2.2.1** shall apply.

DIMENSIONAL STANDARDS	
Development Intensity	
Development Density (N1)	
<i>Maximum Gross Density (units/acre) (N2)</i>	2.19
Attached Dwelling and Apartment Allocation	
<i>Minimum units</i>	10%
<i>Maximum units</i>	50%
Lot Configuration	
Minimum Lot Width at the Setback Line (ft)	
<i>Detached Dwellings</i>	26
<i>Attached Dwellings</i>	18
<i>Other Buildings/Uses (N3)</i>	60
Minimum Lot Frontage at the Right-of-Way (ft)	
<i>All Buildings</i>	18
Minimum Frontage at the Right-of-Way for a Driveway (ft)	
<i>Detached Dwellings (N4)</i>	44
<i>Attached Dwellings</i>	40
Building Placement	
Thoroughfare Setback (ft)	25
Primary Building Setbacks (ft)	
<i>Front Setback (minimum)</i>	5
<i>Front Setback (maximum) (N5)</i>	20
<i>Side Setback – corner (minimum)</i>	5
<i>Side Setback – interior (minimum) (N6)</i>	5
<i>Rear Setback (minimum)</i>	20

<i>Rear Setback from Alley Centerline (minimum)</i>	15
Accessory Building Setbacks (ft)	
<i>Accessory Structure(s) < 144 sf</i>	3
<i>Accessory Structures(s) ≥ 144 sf</i>	5
<i>Setback from Alley Right-of-Way ≥ 144 sf (minimum) (N7)</i>	5 or 20+
Minimum Driveway Length (ft) (N8)	25
Building Height (ft)	
<i>Primary Structure(s) (maximum)</i>	35
<i>Accessory Structure(s) (maximum) (N9)</i>	25
<i>Residential Finished Floor Elevation Above Sidewalk Grade (ft)</i>	1.5

DIMENSIONAL STANDARDS – NOTES	
N1	The Total Allowable Units shall be equal to the Gross Site Area X Maximum Units Per Acre. Here: 148.42 acres X 2.19 units per acre = 325 units.
N2	Reference UDO Chapter 8 Building, Site & Subdivision Lot Design Standards.
N3	Not applicable to lots utilized for accessory uses including, but not limited to: private recreation, cluster mailbox units; and game courts.
N4	The UDO Permit review process may consider alternate methods of providing lot access if the provision of an alley or rear lane is not feasible in the following priority order: shared driveway between two or more lots; one single driveway a maximum of 12 feet in width. Additional flexibility is available through the Conditional Zoning District process.
N5	Not applicable to detached dwellings with front-loaded driveways. Exceptions may be granted by the Administrator to accommodate tree preservation area, steep topographic conditions, or similar environmental features.
N6	Attached dwelling units are allowed a 0-ft side setback where the unit shares a common wall with another dwelling unit.
N7	The building may be less than 5 ft or more than 20 ft from the right-of-way to avoid haphazard parking arrangements that may be disruptive to alley access.
N8	Measured from right of way to face of garage.
N9	Accessory structures shall not exceed the height of the primary structure on the lot/property.

4. DESIGN STANDARDS

In addition to the thoughtful and creative site layout, Elliott Farm will provide distinctive architecture with notable quality and craftsmanship. The Residential building type shall meet the applicable Building, Site & Subdivision Lot Design Standards described in **Chapter 8 of the UDO**, except where modified or further restricted by the architectural standards below.

In order to promote a sustainable community, all dwelling units shall be pre-configured with conduit for future connection of a solar energy system, and all garages shall include wiring and an outlet for the future connection of electric vehicle charging equipment.

In addition to the architectural standards below, the following standards shall apply to the detached units:

- 60% of all detached units shall include a front porch with a minimum area of fifty square feet.
- A minimum of ten different floor plans shall be offered for the detached units. Each of these floor plans will offer four different elevations styles. No two adjacent lots shall be constructed with the same exterior elevation style or exterior color scheme. Adjacent lots being defined as those side by side and fronting the same street right-of-way or directly across the same street from one another.

BUILDING DESIGN STANDARDS	DETACHED UNITS	ATTACHED UNITS
Shutters or Window Trim Wrap (Front Façade Only)	R	R
Shutters or Window Trim Wrap (Side Façade with Public Right-of-Way Frontage)	R	R
At Least One (1) Window on Side Elevation (N1)	R	R
Wood/Fiber Cement Siding	P	P
Brick, Cultured or Natural Stone	P (N2)	P
Vinyl Siding – Trim Elements Only (limited to 20% of total façade area)	P	P
Decorative Brackets or Shelf Supports for Cantilever Front Elevation Accent (if applicable)	R	R

Slab on Grade Foundation	P	P
Two-car Garage Minimum	R	R
Decorative Light Fixture at Garage Doors	R	R
Glass/Windows on Garage Doors	R	R
Homeowner's Association	R	R
Roof Eaves – 8" Minimum (Front, Rear, and Side Facades)	R	R
Maximum Building Height	35'	35'
R = required P = permitted		

BUILDING DESIGN STANDARDS – NOTES	
N1	For all units located on a corner lot, all facades fronting a right-of-way shall include a minimum of three (3) windows.
N2	Brick or stone located on a portion of the front exterior elevation shall be required on 75% of all detached units.

5. OPEN SPACE AND CONSERVATION

This Rezoning will allow the existing natural features on the Property to be largely preserved and featured as amenities for the resident. Development of the Property will either meet or exceed the Open Space and Conservation standards defined in UDO Section 14, and described below.

On-Site Private Open Space. The Town requires new development projects to provide On-Site Private Open Space to serve their tenants, residents, and/or patrons. On-Site Open Space may include a combination three components: Tree Preservation, Active Recreation, and Urban Civic Space. The Property shall meet or exceed the requirements below.

ON-SITE PRIVATE OPEN SPACE	
Total Area Required (minimum)	30% (37.31 acres)
Open Space Components	
Tree Preservation Area Required (minimum)	20% (29.8 acres)
Active Recreation Area Required (minimum)	5% (7.5 acres)
Urban Civic Space Required	N/A
Flexible Space Permitted	5% (7.5 acres)

Public Park Space. The Town finds that new residential projects shall provide land and/or a cash payment to off-set their impact on the public parks system and to maintain the Town's adopted level of service for parks. New projects that contain residential dwelling units (including all subdivisions) shall dedicate public park land and/or provide a payment in lieu (subject to the limitations of Section 4.7) to the Town for the creation and development of public parks and recreation serving its residents. This Rezoning shall include a park dedication fee according to the standards of UDO Section 4.7.2.

Conservation Areas. The Town finds that conservation buffers and use restrictions are warranted along riparian corridors, designated greenways, and other critical environmental features to ensure their perpetual ecological and habitat functions. The conservation buffer standards are intended to protect natural resources (including riparian corridors and wetlands), specific watersheds, and areas along major roadway corridors and are intended to mostly remain in their natural state; where applicable, the buffers shall be enhanced with native trees and vegetation. This Rezoning shall comply with the Conservation Area requirements of UDO Section 4.8.

Landscaping and Perimeter Buffers. Common open space and amenity areas will be designed and landscaped with native and locally adapted plants, including pollinator species where appropriate. A five ft Type A buffer yard is provided at the perimeter of the Property, although a large portion of the perimeter buffer will be provided as Tree Preservation Area. A Type 'A' Modified buffer has been provided along Piney Grove-Wilbon. The density of plantings within this buffer has been increased, as shown in the typical detail on the Landscape Plan.

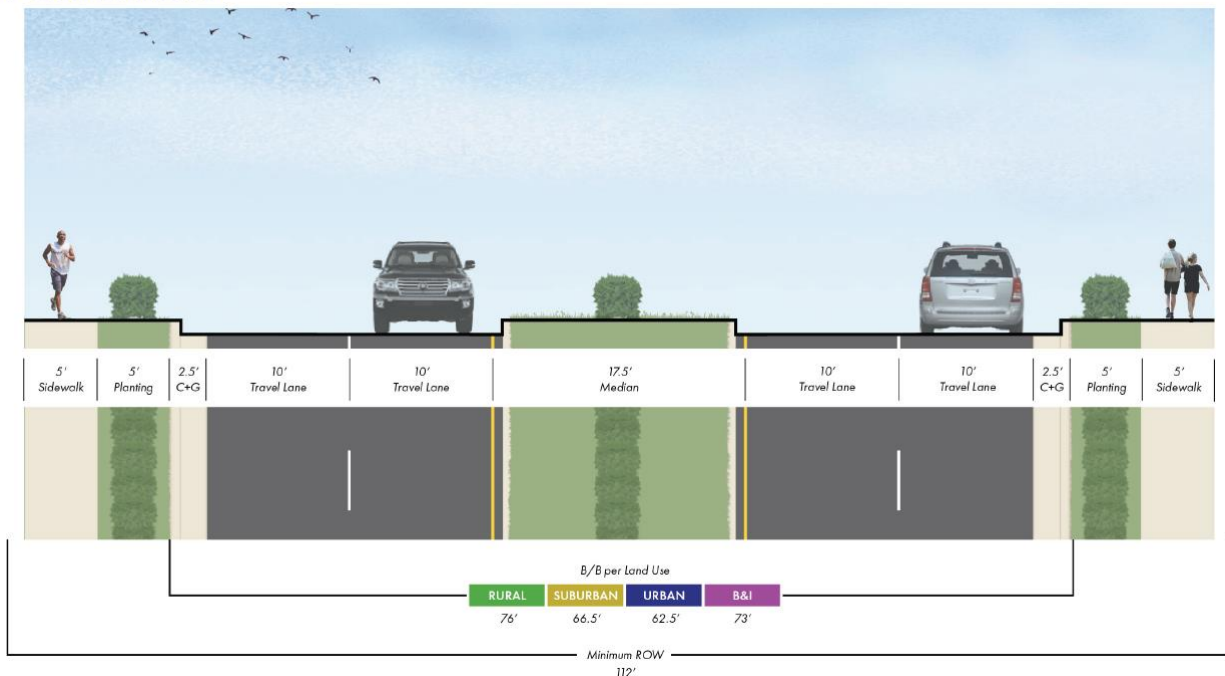
6. INFRASTRUCTURE

Transportation. Based on the Traffic Impact Analysis prepared for this Rezoning (see Elliott Farm TIA prepared by Kimley-Horn), the following improvements are recommended. These improvements, pending final coordination and subject to NCDOT and Town approval, shall be performed as part of this development.

1. Roadway Thoroughfare Widening:

- a. The project should accommodate ½ of the required roadway sections along site frontage along Piney Grove-Wilbon Road. Piney Grove-Wilbon Road is designated as a Thoroughfare (T-4A) in the Comprehensive Plan's Cross Section Map, and ½ of the required roadway shall be constructed along the site's frontage according to UDO requirements.

T-4A Minimum



2. Piney Grove-Wilbon Road at Fleming Road/North Site Driveway:

- a. Provide a northbound left-turn lane on Piney Grove-Wilbon Road with 50 feet of storage and appropriate tapers;
- b. Provide a southbound right-turn lane on Piney Grove-Wilbon Road with 50 feet of storage and appropriate tapers (this lane is assumed to be constructed as part of required frontage widening); and
- c. Construct the North Site Driveway with one ingress lane and one egress lane.

3. Piney Grove-Wilbon Road at South Site Driveway:

- a. Provide a northbound left-turn lane on Piney Grove-Wilbon Road with 50 feet of storage and appropriate tapers;

- b. Provide a southbound right-turn lane on Piney Grove-Wilbon Road with 50 feet of storage and appropriate tapers (this lane is assumed to be constructed as part of required frontage widening); and
- c. Construct the South Site Driveway with one ingress lane and one egress lane.

Internal Street Network. This Rezoning shall provide an internal street network that provides sufficient access and circulation for the amount of traffic expected to be generated. Internal roads shall include a variety of cross sections constructed according to the Town's Transportation Plan requirements.

Stub streets have been provided to the vacant parcel to the north where practical. A street has not been extended to the west or south because it is not practical due to environmental features, and is not a priority according to UDO Section 7.3.F.2. A stub street to the adjacent parcel to the northwest has not been provided due to the environmental features that would need to be disturbed to make this connection.

Street Trees. Street trees shall be planted along all streets in accordance with UDO Section 5.3.5.



Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR ZONE MAP CHANGE

Elliott Farm 22-REZ-07

PETITIONER(S):

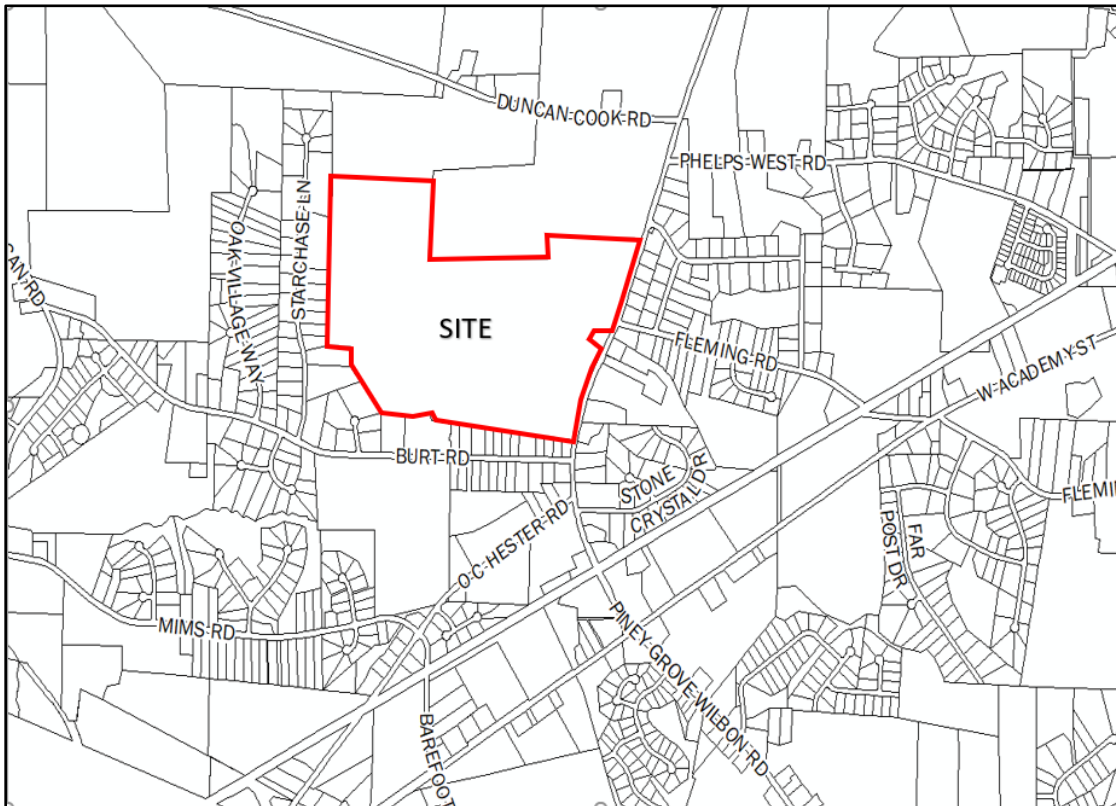
Mark Frederick
Parker, Poe, Adams & Bernstein,
LLP
301 Fayetteville St., Suite 1200
Raleigh, NC 27601

DEVELOPER(S):

Toll Brothers, Inc.
Jeff Westmoreland
900 Perimeter Park Dr., Suite B3
Morrisville, NC 27650

OWNER(S):

Augustus G Elliott III Grace-
Marie Elliott Gilchrist
Irrevocable Trust
Melick B Elliott
300 Kite Dr.
Fuquay-Varina, NC 27526

LOCATION:

☐ Within Corporate Limits of Holly Springs ☒ Within Holly Springs ETJ ☐ Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: May 23, 2023

Public Hearing and Town Council Action: June 20, 2023

STAFF CONTACTS: Cheryl Caines, Senior Planner
Catherine Jacobs, Engineering Manager

ATTACHMENTS: Petition for Zone Map Change, Statement of Zoning Compatibility, Schematic Master Plan, Design Goals Narrative, Development & Design Manual

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Augustus G Elliott III Grace-Marie Elliott Gilchrist Irrevocable Trust Melick B Elliott	0646469015	RR Rural Residential	149.3 acres ±
TOTAL			149.3 acres ±

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	RR Rural Residential	Agriculture
North	RR Rural Residential RA Residential Agriculture (Fuquay-Varina Zoning)	Agriculture
South	R-30 (Wake County Zoning)	Detached single family dwellings
East	RA Residential Agriculture (Fuquay-Varina Zoning)	Detached single family dwellings
West	R-30 (Wake County Zoning)	Detached single family dwellings

PROPERTY HISTORY

Rezoning History

Rezoning Number: 15-REZ-07

Original Zoning: Wake County

Proposed Zoning: R-30 Residential (Reassigned to RR with new UDO)

Approved by Town Council on: June 7, 2016/Effective June 17, 2016

ZONE MAP CHANGE REQUEST		
	CURRENT	PROPOSED
Zoning District	RR Rural Residential	NR-CD Neighborhood Residential Conditional Zoning District
Future Land-Use Designation	Mixed Residential Neighborhood	Mixed Residential Neighborhood

STAFF ANALYSIS

PROJECT OVERVIEW

The Town has received a request to rezone 149.3 acres ± located at 2836 Piney Grove Wilbon Road from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District.

Zone Map Change Request:

The NR Neighborhood Residential zoning district encourages the development of medium density detached and attached dwellings on different lot sizes that vary enough to provide a range of home choices in the same neighborhood. These districts are expected to be compact in form and utilize a connected street and open space network and a variety of lot and house sizes within the block. For those neighborhoods in walking and biking distance to Commercial & Mixed-Use Districts, this district is expected to orient its highest densities towards those areas.

Conditional Zoning District (CD) information:

Conditional Zoning Districts (CD) are intended to provide flexibility within the planning and development

process, while creating additional controls to ensure quality development. The proposed Conditional Zoning District (CD) proposes the following modifications to the base district standards of the UDO.

Development Standards (UDO Section 2):

	UDO Standard	Proposed Standard
Maximum Gross Density - by-right - with Conditional Zoning District	5 units/acre 8 units/ acre	2.19 units/acre (325 units)
Minimum Lot Frontage at the ROW for a Driveway - Detached Dwellings - Attached Dwellings	60 feet 60 feet	44 feet 40 feet

Permitted Uses (UDO Section 3):

Residential Uses	UDO Standard	Proposed Standard
Attached Dwelling	Permitted	Permitted
Detached Dwelling	Permitted	Permitted
Recreation Facility, Indoor	Permitted Special Standards	Permitted in conjunction with residential development to provide recreation and amenities.
Recreation Facility, Outdoor		

Building, Site & Subdivision Design (UDO Section 8):

	UDO Standard	Proposed Standard
Solar Energy System	Allowance, but no requirement	All dwelling units shall be pre-configured with conduit for future connection of a solar energy system
Elevation Variety	No design standards	- Minimum of ten different floor plans - Each floor plan will offer four different elevations - No two adjacent lots shall be constructed with the same exterior elevation style or color scheme
Building Façade Design Standards	No design standards	60% of all detached units shall include a front porch with a minimum area of fifty square feet - See Building Design Standards Table below

BUILDING DESIGN STANDARDS		DETACHED UNITS	ATTACHED UNITS
Shutters or Window Trim Wrap (Front Façade Only)		R	R
Shutters or Window Trim Wrap (Side Façade with Public Right-of-Way Frontage)		R	R
At Least One (1) Window on Side Elevation (N1)		R	R
Wood/Fiber Cement Siding		P	P
Brick, Cultured or Natural Stone		P (N2)	P
Vinyl Siding – Trim Elements Only (limited to 20% of total façade area)		P	P
Decorative Brackets or Shelf Supports for Cantilever Front Elevation Accent (if applicable)		R	R
Slab on Grade Foundation		P	P
Two-car Garage Minimum		R	R
Decorative Light Fixture at Garage Doors		R	R
Glass/Windows on Garage Doors		R	R
Homeowner's Association		R	R
Roof Eaves – 8" Minimum (Front, Rear, and Side Facades)		R	R
Maximum Building Height		35'	35'
R = required P = permitted			

BUILDING DESIGN STANDARDS – NOTES	
N1	For all units located on a corner lot, all facades fronting a right-of-way shall include a minimum of three (3) windows.
N2	Brick or stone located on a portion of the front exterior elevation shall be required on 75% of all detached units.

Landscaping (UDO Section 5):

	UDO Standard	Proposed Standard
Perimeter Buffer	5 ft. Type A	5' Type A modified along Piney Grove-Wilbon Rd. with additional plantings

PLANNING & ZONING**Vision Holly Springs Section 1: Land Use & Character Plan****Growth Strategy Map:**

The property is designated as Places to Enhance. These places celebrate existing and future residential neighborhoods, and the small activity centers that serve them, as the building blocks for a strong community. They generally include Conservation Neighborhoods, Residential Neighborhoods (single-family detached), or Mixed Residential Neighborhoods with two or more home types (single dwelling attached and detached, multi-dwelling) in the same development. Infill development should be sensitive to the uses and densities along the perimeter of adjacent neighborhoods.

Future Land Use:

The subject property is designated as Mixed Residential Neighborhood on the Future Land Use map. This character area includes several housing types that provide a range of home choices (densities) in the same neighborhood. Small blocks and a grid network support a well-connected, cohesive community. Key characteristics include:

- Streets should provide connections to adjacent neighborhoods and development.
- New residential uses have off-street parking at the side or rear of the lot enhancing the streetscape and walkability. Smaller lots may be served by rear alleys.
- Development should be sensitive to existing natural resources.
- Very walkable, with sidewalks, bike facilities, paths and trails providing pedestrian connectivity.
- Front and side setbacks are variable, with larger setbacks near the edges of the neighborhood and smaller setbacks near the center.

Important Themes for Transforming Holly Springs:

Eight important themes for Holly Springs are highlighted as high-priority principles for transforming the Town. The following theme(s) should be considered with this request:

- Establish Mixed-use Activity Centers Throughout Holly Springs
- Transitions
- Increase Home & Neighborhood Choices in Holly Springs
- Increase Diversity & Affordability of Housing in Holly Springs
- More Transportation-Land Use Coordination in the Community

Specific Recommendations:

Several recommendations provide guidelines, targets, and priorities for shaping future growth and development in the community. The following recommendations should be considered with this request:

- FLU-1: Encourage Use of the Land Use & Character Plan in Everyday Decision-Making
- FLU-8: Protect Housing Affordability
- SI-4: Improve the Land Use - Transportation Connection

- SI-13: Continue to Install all Utilities Underground in New Development, and Continue to Move Existing Overhead Utilities Underground
- CC-2: Provide Attention to Building Transitions
- CC-8: Increase Walkability

Unified Development Ordinance

Conditional Zoning District (CD) (UDO 2.4.3 A)

CD Design Goals. CD proposals shall demonstrate that the project and development therein will incorporate and/or achieve the following design goals:

1. The incorporation of existing natural features such as wooded areas and slopes into the design of new development in such a manner as to preserve the site's natural character;
2. The preservation of significant view corridors; development of out-lying areas of the Town and its Extraterritorial Jurisdiction in a manner which retains elements of traditional historical land use patterns;
3. Development of pedestrian oriented communities; development of traditional style neighborhoods;
4. Development of communities that are visually and functionally connected to one another;
5. Protection of significant watershed areas in order to preserve water quality;
6. Creativity and imagination in the process of development;
7. Unique architecture or sustainable design;
8. Efficient, aesthetic and desirable use of open space;
9. Variety in housing types and physical development patterns; and,
10. Special considerations for property with a unique history or outstanding physical features.

PARKS & RECREATION

Greenways (UDO Section 7.6):

The Town's UDO requires all land proposed for development where a Greenway or Sidepath is indicated in the Comprehensive Plan to construct the Greenway or Sidepath in compliance with Town standards. The Town's Active Transportation Plan, in Section 2 of the Town Comprehensive Plan, shows a 10' Sidepath requirement for the Piney Grove Wilbon Rd frontages of this proposed development. The applicant has shown that they plan to be fully compliant with this requirement and are showing the Sidepath in their Zoning Exhibits.

Public Park Space (UDO Section 4.7):

The Town's UDO requires Development projects and subdivision activities that would result in additional residential dwelling units shall provide Public Park Space or pay a fee-in-lieu of Public Park Space dedication. The applicant will not be dedicating any Public Park Space and will be required to pay a fee-in-lieu prior to issuance of a building permit for the residential portions of the development.

CIVIL IMPROVEMENTS

Potable Water:

With this development, a regional connection will be made to the existing 30" watermain located in Piney Grove Wilbon Road with a new stub proposed to the west for future connection. The proposed connection point is north of the property at Duncan Cook Road. From this connection, the proposed development will be served by a new parallel watermain proposed along Piney Grove Wilbon. The new parallel watermain will be extended across the property's frontage as well as throughout the development.

Sanitary Sewer:

With this development, a new pump station is proposed in the northwest corner of the site to serve the property. Approximately 21,150 LF of forcemain is proposed from the new pump station and along Piney Grove Wilbon to ultimately discharge into the Basal Creek Pump Station. This development will trigger and be required to complete the Phase 3 upgrades for the Basal Creek Pump Station per the study completed in 2019 by the Lowe's development.

- A Sanitary Sewer Study and Pump Station Capacity Analysis was required and approved with this project.

Transportation:**Traffic Impact Analysis:**

A Traffic Impact Analysis (TIA) was completed with this project as required by the NCDOT and the Town. Review comments were provided by the Town and NCDOT's Congestion Management. Improvements from the TIA are listed below.

- Town's UDO requires R/W dedication and thoroughfare widening across the property street frontage to meet ½ of the ultimate street cross section, including a 10' sidepath, in accordance with the CTP.
- Improvements required at the northern site driveway/Fleming Road:
 - An exclusive northbound left-turn lane on Piney Grove Wilbon Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
 - An exclusive southbound left-turn lane on Piney Grove Wilbon Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
 - An exclusive southbound right-turn lane on Piney Grove Wilbon Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
 - The northern site driveway is to be constructed with one ingress and one egress lane.
 - The northern site driveway is to be a full access intersection.
- Improvements required at the southern site driveway:
 - An exclusive northbound left-turn lane on Piney Grove Wilbon Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
 - An exclusive southbound right-turn lane on Piney Grove Wilbon Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
 - The southern site driveway is to be constructed with one ingress and one egress lane.
 - The southern site driveway is to be right-in/ right-out/ left-over intersection.

ZONE MAP CHANGE ANALYSIS

The site is designated Mixed Residential Neighborhood District on the Future Land Use Map which is characterized by neighborhoods that include several housing types (attached and detached single-family dwellings and multi-family units. This provides residents housing options within their same community as needs change. Smaller blocks and a grid network support a well-connected community. A comprehensive and connected network of open space provides gathering space and preserves tree stands. Neighborhoods are organized around a central gathering space with smaller pocket parks distributed throughout the neighborhood. Density is highest around the central gathering place or park. Lots transition from smaller to larger transitioning to single family detached.

The site has an existing single-family home and outbuildings and has historically been used for agriculture. Existing tree areas are found on the site perimeter and near on-site ponds, wetlands, and creeks. Preservation of many of these ponds and natural areas are proposed to be incorporated into the

development. The applicant notes the conceptual layout integrates existing natural features and provides walking trails and gathering spaces as part of a creative and thoughtful design.

The proposed development is mostly per the base standards of the UDO with the exception of narrower lots with front driveways, design standards for single- and two-family dwellings, and modified buffer along Piney Grove Wilbon Road. The majority of housing type is single-family detached homes, but some duplexes are proposed in PODs A & B. These are located along the eastern half of the site with only single family in the western half. No further commitment was proposed beyond this for varying housing types or development patterns. Building architectural design features are proposed for the front and street side of all dwellings. A variety of facades will be incorporated and adjacent buildings cannot be similar in style or color scheme. Each home will also be equipped with an outlet for future connection of electric vehicle (EV) charging equipment and conduit for a solar energy system.

Street stubs are shown for properties to the north but not to the east and south. The applicant notes natural features and existing development patterns as reasons for not providing connections. Full street connection may or may not be possible, but pedestrian only connections were also not proposed. The design includes an internal pedestrian system through sidewalks along proposed streets and walking trails in the central and northern portions of the site, but no trails are proposed in the southwest portion of the site. All lots will have driveway access onto the adjacent internal streets, and some of the lots are narrower than required by the UDO. Walkability will be diminished by the number of driveways.

A large community open space with pool, outdoor courts, and club house is shown in the northeast corner of the site. Other small open spaces with more passive activities such as (reading nooks, birdwatching, community garden, shade structure) are proposed in other parts of the development. A minimum of 30% open space is required (20% tree preservation, 5% active recreation, and 5% flexible space). The flexible space is a mix of tree preservation and stormwater facilities. The active space is generally centralized away from the majority of the residents and the active recreation is the minimum required by the UDO.

The Conditional District Rezoning is intended to achieve an innovative, higher quality, and sustainable neighborhood by allowing flexibility in development standards and design requirements. The proposed Neighborhood Residential Conditional District Zoning is consistent and implements some of the characteristics of the Mixed Residential Neighborhood, such as providing multiple housing types and lot sizes, but not others. Areas of inconsistency include parking at the side or rear of the lot to enhance streetscape and walkability, walkable transportation networks, and avoiding front-facing garages or having greater setback of such garages.

One of the modified standards is to allow narrow lots with front driveway access, which does not enhance streetscape/walkability and is not aligned with the Land Use & Character Plan vision for Mixed Residential Neighborhoods. This provides some variety in lot size, but, since no alleys are proposed, each unit will have a driveway on the street frontage which will increase the number of driveways along local and collector streets – potentially impacting walkability and streetscape. It is not clear how the flexibility to allow narrower lots with driveways has created a more creative or unique design that meets the characteristics of the Mixed Residential Neighborhood.

STAFF RECOMMENDED PLANNING BOARD DISCUSSION ITEMS

Staff Recommends that the Planning Board discuss the following items:

1. The Conditional District Rezoning is intended to achieve an innovative, higher quality, and sustainable neighborhood. The proposed standards for development and design guidelines are mostly per the base standards of the UDO. Does the Development and Design Manual guidelines ensure a unique or innovative design related to
 - pedestrian oriented communities

- open space design
 - lot layout and development patterns
 - building design
2. The Comprehensive Plan notes characteristics of a Mixed Residential Neighborhood including many related to walkability, parking location, street grids, connectivity, sensitivity to natural resources, and development patterns. Does the overall proposal align with the characteristics of a Mixed Residential Neighborhood?

PLANNING BOARD RECOMMENDATION

ACTION #1:

PLAN CONSISTENCY STATEMENT:

The requested zone map change from RR Rural Residential to NR Neighborhood Residential Conditional Zoning District is consistent with Vision Holly Springs Comprehensive Plan because the Future Land Use Plan Map designates this property as Mixed Residential Neighborhood. The proposed Conditional Zoning District (CD) would provide a mix of housing options within a walkable, connected neighborhood that includes a central gathering space and pocket parks dispersed throughout the community.

ACTION #2:

ZONE MAP CHANGE PETITION MOTION:

Motion that the Planning Board recommend the Town Council approve / deny Zone Map Change Petition #22-REZ-07 to change the zoning of 149.3 acres of Wake County PINs #0646469015 from RR: Rural Residential to NR CD: Neighborhood Residential Conditional District as submitted by Parker Poe Adams & Bernstein LLP.



Ordinance No. RZ23-05

Date Submitted: June 20, 2023

Date Adopted: June 20, 2023

**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

WHEREAS, the Town of Holly Springs Town Council has maintained and updated Vision Holly Springs: Town of Holly Springs Comprehensive Plan by adopting Section 1: Land Use & Character Plan in 2019; Section 2: Comprehensive Transportation Plan in 2022, and Section 3: Parks, Recreation and Greenways Master Plan in 2021; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 149.3 acres of Wake County PIN 0646469015 from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District; and

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcels on the *Future Land Use Map* as Mixed Residential Neighborhood; and

WHEREAS, the requested zoning district proposes land uses that are consistent with the adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan*, and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on May 23, 2023 and recommended approval by a vote of 9-0; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on June 20, 2023 to consider the proposed changes to the Official zoning map; 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 is consistent with Vision Holly Springs: Town of Holly Springs Comprehensive Plan since the proposed Zoning Map Amendment

from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District is consistent with the Future Land Use Plan Map designation of this property as Mixed Residential Neighborhood and the proposed NR-CD Neighborhood Residential Conditional Zoning District (CD) would create a mix of residential housing types within a walkable community with connected active and passive open spaces, and

WHEREAS, the Town of Holly Springs Town Council finds the proposed amendment to the Official Zoning Map is reasonable and in the public interest by introducing a variety of housing types which will increase home & neighborhood choices in Holly Springs; and

THEREFORE, 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 1.7 Official Zoning Map** with the following rezoning request: #22-REZ-07 to change the zoning of PIN# 0646469015 from RR Rural Residential to NR-CD Neighborhood Residential Conditional Zoning District.

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, or application of this Ordinance to any one parcel or group of parcels is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portion of this Ordinance or application of this Ordinance to other parcels 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 June 20, 2023 in accordance with the laws of the State of North Carolina.

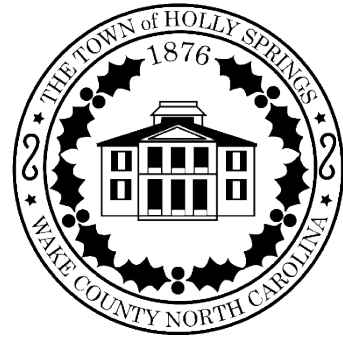
Adopted this, the 20th day of June, 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Holly Springs Planning Board

Planning Board Meeting Agenda Cover Sheet

Agenda Item#: 11.

Public Hearings

Title: Duke Ops & Training Center Development Plan 22-DP-09 - Quasi-Judicial Public Hearing

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

Staff Resource: Cheryl Caines, Development Services, Catherine Jacobs, Development Services

Action(s):

1. Open Quasi-Judicial Public Hearing and continue to July 18, 2023.

Explanation:

- The Quasi-Judicial public hearing is being continued to allow additional time for the sanitary sewer study and sanitary sewer design to be re-evaluated to ensure all properties can be served by sanitary sewer.
- A new Unified Development Ordinance (2022 UDO) was effective March 1, 2022. Over the next 12-24 months, there will be a crossover period where some projects are able to utilize the old UDO (2002 UDO) due to state statutes. This section of the cover sheet will be utilized to specify the UDO version (2002 or 2022) and the approval type that the Council is considering for each respective case.
 - Applicable Ordinance: 2022 UDO
 - Process: Quasi-Judicial, Development Plan
- A Development Plan has been submitted for the Duke Energy Progress Operations and Training Center in the HI-CD Heavy Industrial Conditional Zoning District.
- The site is located on 87.07 acres at 101 Cinder Station Road.
- The proposed plan includes two separate buildings for each the Operations and the Training center. Additional structures onsite include a climbing barn and storage yard.
- A connection will be made to the existing watermain in Woods Creek Road. The watermain will be extended with the development of this project down the length of the proposed Cinder Station Road.
- A connection will be made to the existing reclaimed watermain in Woods Creek Road. The reclaimed watermain will be extended with the development of this project down the length of the proposed Cinder Station Road.
- A connection will be made to an existing sanitary sewer stub from the Carolina Springs Development. The proposed gravity sewer main servicing this development will run parallel to Woods Creek Road approximately 170' before ultimately crossing under the road to tie into the existing sanitary sewer draining to the Carolina Springs Pump Station.
- With this development, the existing Woodfield Deadend Road Extension is to be abandoned and removed. A new roadway outlined on the Comprehensive Transportation Plan is proposed to set up for future connection.

- The Town's UDO requires R/W dedication and thoroughfare widening across the project street frontage of Woods Creek Rd to meet ½ of the ultimate street cross section, including a 10' sidepath, in accordance with the CTP.
- The Town's CTP requires R/W dedication and the construction of a roadway across the property to provide future connectivity.

Planning Board Recommendation

The Planning Board discussed the following issues and concerns on May 23, 2023:

- The estimated number of workers at the facility (95 daily with 120 during training).
- Clarified that this site is not be open to the general public.
- Ensured EV parking is provided.

Planning Board Recommendation:

The Planning Board recommended approval (9-0).

Background:

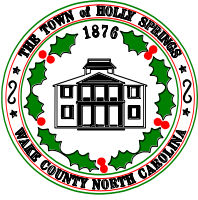
- The applicant entered into a Development Agreement with the Town during the Rezoning phase for the following terms:
 - Cost share of infrastructure related to development of Fire Station #3 and Duke Energy Operations & Training Center (up to \$585,000).
 - Duke agrees to accept excess cut material (approximately 27,000 cubic yards) meeting Duke's requirements from the Town at no cost to the Town.
 - Duke will not be required to dedicate right-of-way, construct, or pay a fee in lieu of constructing the remainder of Cinder Station Road Extension to the property line.
- The property was rezoned from RR Rural Residential to HI-CD Heavy Industrial Conditional Zoning District on March 21, 2023
- The site was annexed into Town limits and assigned to the RR Rural Residential Zoning District on January 17, 2023

Funding Source(s):

N/A

Attachment(s):

1. 22DP09_DukeOperationsCenter_PBStaffRpt
2. 22DP09_DukeApplication
3. 22DP09_DukePlans
4. 22DP09_DukeOps_Proposed Motions and Conditions



Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR DEVELOPMENT PLAN APPROVAL Duke Energy Operations Center 22-DP-09

APPLICANT(S):

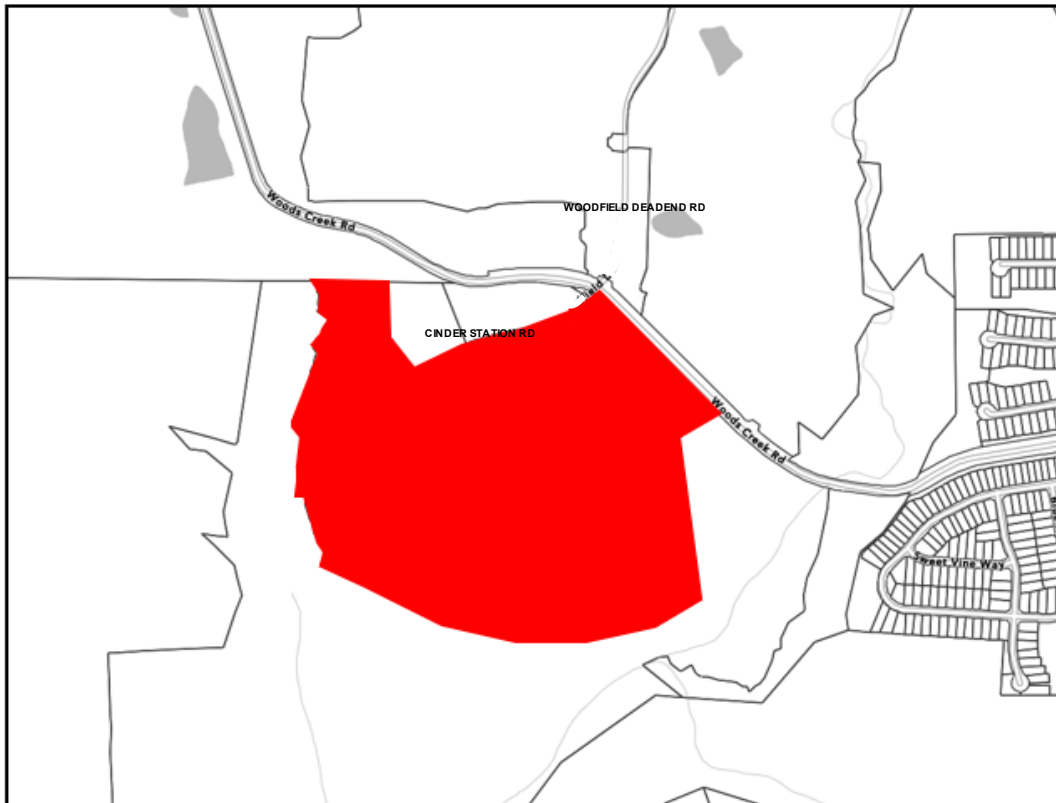
Laura Holloman
McAdams
One Glenwood Ave, Ste. 201
Raleigh, NC 27603

DEVELOPER(S):

Duke Energy Progress, Inc
Tax Dept – DEC41B
550 S Tryon St
Charlotte, NC 28202

OWNER(S):

Duke Energy Progress, Inc
Tax Dept – DEC41B
550 S Tryon St
Charlotte, NC 28202

LOCATION:

☒ Within Corporate Limits of Holly Springs ☐ Within Holly Springs ETJ ☐ Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: May 23, 2023
Town Council: June 20, 2023

STAFF CONTACTS: Cheryl Caines, Senior Planner
Catherine Jacobs, Engineering Manager

ATTACHMENTS: Petition and Development Plans

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Duke Energy Progress Inc	0730511581	HI-CD Heavy Industrial Conditional Zoning District	87.07 acres ±
TOTAL			87.07 acres ±

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	HI-CD Heavy Industrial Conditional Zoning District	Vacant
North	Right-of-Way; Carolina Springs PUD; RR – Rural Residential	Woods Creek Rd (SR 1154); Woods Creek Elementary School (Future); Fire Station #3
South	R-80 (Wake County)	Vacant
East	R-80 (Wake County)	Vacant
West	R-80 (Wake County)	Vacant

PROPERTY HISTORY

Annexation History

Annexation Number: A22-07

Approved by Town Council on: January 17, 2023

Rezoning History

Rezoning Number: A22-07

Original Zoning: R-80 (Wake County)

Proposed Zoning: RR Rural Residential
(Assigned at Annexation)

Approved by Town Council on: January 17, 2023

Rezoning Number: 22-REZ-08

Original Zoning: RR Rural Residential

Proposed Zoning: HI-CD - Heavy Industrial –
Conditional Zoning District

Approved by Town Council on: March 21, 2023

Historic Use of the Property

The property is identified in the 2016 survey of Holly Springs as having a potential historic structure. According to the survey, the potential historic resource is identified as Shearon Harris Project Houses. The applicant submitted a letter from North Carolina Department of Natural and Cultural Resources State Historic Preservation Office which indicated a cemetery may be present on the site. There are no existing structures. An existing Cemetery will be relocated.

DEVELOPMENT AGREEMENT SUMMARY

The applicant entered into a Development Agreement with the Town during the Rezoning phase for the following terms:

- Cost share of infrastructure related to development of Fire Station #3 and Duke Energy Operations & Training Center (up to \$585,000).
- Duke agrees to accept excess cut material (approximately 27,000 cubic yards) meeting Duke's requirements from the Town at no cost to the Town.
- Duke will not be required to dedicate right-of-way, construct, or pay a fee in lieu of constructing the remainder of Cinder Station Road Extension to the property line.

PROJECT OVERVIEW

A Development Plan has been submitted for the Duke Energy Progress Operations and Training Center in the HI-CD Heavy Industrial Conditional Zoning District located on 87.07 acres at 101 Cinder Station Road. The proposed plan includes two separate buildings for each the Operations and the Training center. Additional structures onsite include a climbing barn and storage yard.

STAFF ANALYSIS

Vision Holly Springs Comprehensive Plan

Section 1: Land Use & Character Plan

Growth Strategy Map:

The property is designated as Places to Transform. These areas will evolve over time in terms of land use mix, density and intensity, home choices, and transportation options. These are the areas where the Town should emphasize public and private investment — increasing allowable densities and intensities, adding infrastructure capacity, improving access from nearby neighborhoods, investing in the public realm, and encouraging private investment — to diversify the Town's development strategy and support continued growth and economic prosperity in the future.

Future Land Use:

The Future Land Use Plan has this property designated as Innovation Village. An Innovation Village abandons the idea of a conventional business or industrial park and imagines a mixed-use village that concentrates employment uses in a discernible center surrounded by one or more neighborhoods that support a variety of home densities and choices — including live-work units in the employment center. The design, scale, character, and intensity of development in the Innovation Village emphasizes technology, creativity, and innovation, and may support a corporate headquarters, research and development campus, manufacturing center, or other center of excellence and the nearby retail businesses and housing options needed for its employees.

Key characteristics include:

- Grid street patterns with high connectivity
- Sidewalks and bike facilities provide links to adjacent residential areas and a variety of commuting options
- Connected public open spaces throughout a walkable, activated environment
- Sensitivity to existing natural resources, large tree stands and drainage ways
- Building types vary and may include residential townhomes, live/work units and apartments or condominiums, in addition to mixed use commercial, retail, and office uses. Buildings should incorporate innovative design techniques and materials
- Most buildings should be 3-4 stories, though slightly taller buildings may be appropriate in the core, and shorter buildings along the edges

Important Themes for Transforming Holly Springs:

Seven important themes for Holly Springs are highlighted as high-priority principles for transforming the Town. The following theme(s) should be considered with this request in determining consistency with the Future Land Use designation of Innovation Village:

- Establish Mixed-Use Activity Centers Throughout Holly Springs – creating new activity centers in Town through mixed-use, walkable development
- Transitions – limiting intense or obtrusive operations of industrial development in proximity to adjacent neighborhoods

- More Transportation-Land Use Coordination in the Community – improve overall efficiency of the transportation system and promote livability

Specific Recommendations:

Several recommendations provide guidelines, targets, and priorities for shaping future growth and development in the community. The following recommendations should be considered with this request:

- Create an Interconnected Network of Green Space
- Build a Green Infrastructure Framework
- Promote Compact Mixed-Use Development in Appropriate Character Areas
- Improve Multi-Modal Connectivity Throughout the Town
- Increase Walkability
- Build a Community Attractive to Today's Businesses and Their Employees
- Coordinate with Large Land Owners in the Town's Western Planning Area
- Capitalize on Strategic Partnerships
- Build 'Smart Streets' in Proposed Innovation Villages on the Future Land Use Map

Development Standards (UDO and Conditional Zoning District)

Setbacks:

Required

Front: Minimum: 30'/Maximum: N/A
 Side Interior: 5'
 Side Corner: 30'
 Rear: 5'
 Adjacent to Residential/Commercial/Mixed-Use: 20'

Proposed setbacks satisfy the minimum requirements.

Building Height:

Maximum: 50'
 Proposed: 27' for Operations Center
 27' for Training Center
 47' for Climbing Barn
 50' for Training Pole

Gross Floor Area:

Maximum: No Maximum Floor Area

Proposed: Operations Center: 23,748 sf Office/ 18,175 sf Infrastructure
 Training Center: 18,329 sf
 Climbing Barn: 2,961 sf

Parking & Loading:

Required Off-Street Parking

Office Use minimum 2 spaces/1,000 sq ft; maximum 4 spaces/1,000 sq ft
 Infrastructure Use no minimum or maximum
 Total: 84 minimum/167 maximum (Operations Center: 48 minimum / 94 maximum;
 Training Center: 36 minimum / 73 maximum)

Proposed: 146 Total Spaces Proposed (including 1 Van ADA, 5 ADA, 8 EV, 21 EV Ready)

Outdoor Operations:

All Outdoor Storage shall be completely within an enclosed building or within a defined storage area in compliance with the following:

- Enclosed within a chain link, lattice, ornamental fence, solid walled, or similar type fenced area, including entry/exit gates made of materials compatible with the fence
- The height above grade of said fence shall be at least 6 feet and shall not exceed 20 feet
- Materials or products stored within the fenced storage area shall not exceed the height of the fence
- The fenced storage area shall be surrounded by landscaping installed in compliance with the requirements for a Type C Buffer.

Amount of Outdoor Storage and Operations

Maximum Allowed: 50% of total lot

Proposed: 14.13 acres (615,502.8 sf), which is approximately 16% of the site.

The proposed outdoor storage and operations area will be fenced. Black, vinyl coated security fencing is proposed in areas visible by site visitors with non-coated, chain link security fencing in other areas. All fencing is 7 feet high with 1 foot barbed wire extension for security. A 20-foot, Type C landscape buffer is provided along the site perimeter. Some areas include additional preserved trees.

Landscape Requirements:

Perimeter Buffers: 20 ft., Type C; additional landscape screening along the greenway

Foundation:

Required: One overstory tree for every 5,000 square feet of landscaped area outside the structure, parking area, or loading area, or one small tree, deciduous or evergreen, for every 3,000 square feet outside the structure, parking area, or loading area, or a proportional combination.

Proposed: 13 trees, 126 shrubs (Operations); 11 trees, 108 shrubs (Training)

Interior Parking Lot:

Required: 1 landscape island with one tree and 4 shrubs for every 10 parking spaces (146 spaces)

Proposed: 32 trees, 30 landscape islands total

Street Trees: A variety of street trees are proposed including Trident Maple, Green Vase Zelkova, American Hornbeam, and Freeman's Maple.

Open Space Requirements

Required: A minimum of 3% open space (2% active recreation area; 1% flexible space) or 2.61 acres. No minimum tree preservation area is required.

Proposed: 2.51 acres of active recreation area with a mulched pedestrian pathway is proposed along with 33.47 acres tree preservation area.

General Regulations

Accessory Structures not subject to materiality, horizontal variation, vertical variation, roof expression, façade activation, transparency, human scale elements and public realm standards per Conditional Zoning District.

Fences: 7' Black Security Fence, with 1' Barbed Wire Extension around site. The proposed fencing is exempt from material requirements if as it is not visible from the Right-of-Way or any adjacent Residential Use Districts.

Trash Containers: All proposed dumpsters are located outside the front yard and setbacks and screened with enclosures.

Architectural and Site Design Requirements

Façade Key Elements per Conditional Zoning District

Vehicle Facing Areas (service areas or those only visible by users)

- Concrete base provided at a height of 2' around columns
- No minimum fenestration percentage
- Attractive use of durable, easy to maintain materials (formed panels, concrete)

Pedestrian Facing Areas (parking lots, streets, entry points)

- Awning over main and employee entrances will extend depth of door swing (3')
- Minimum fenestration 10%
- Building elevations to focus glazing in internal work spaces

Proposed Facades: Proposed elevations demonstrate compliance with these requirements.

Building Materials, Colors, and Textures

Materials per Conditional Zoning District

Type I Materials

- Glazing
- Brick
- Formed Metal (vehicle facing facades)
- MCM and Striated MCM - Metal Composite Material (pedestrian and vehicle facing facades)

Type II Materials:

- Formed Metal (Pedestrian Facing)

Proposed Materials include brick, windows, and metal panels/coping on pedestrian facing facades. Vehicle facing facades include formed metal and windows. Materials provide a variety of textures and colors.

Bulk & Massing:

Horizontal Variation: a discernable base, middle, and top are proposed through the use of different materials and colors.

Vertical Variation: discernable building bays are proposed through material changes and façade articulation. An alternate building bay width of 75' versus 50' is allowed by UDO because 1 additional human scale element along the façade is proposed beyond the minimum 2 elements.

Roof Expression:

Variation in roofline is proposed. An alternate maximum for continuous roofline of 100' is allowed by UDO because 1 additional human scale element along the façade is proposed beyond the minimum 2 elements.

Façade Activation:

Blank walls may not exceed 20 feet in any direction. Two continuous or repeating details (human scale elements) shall be incorporated within the first 15 feet of the building façade. The proposed design includes four human scale elements to allow for alternate Vertical Variation and Roof Expression. These elements include vertical reveals, horizontal reveals, punched openings/windows, and awnings over entries.

Glazing (windows and glass doors) is proposed with the majority on the pedestrian facing facades. The minimum requirement is 10% on the ground floor and 0% on upper levels. A minimum of 17% is proposed for the ground floor.

Lighting: Will be provided with Civil Construction Drawings.

Pedestrian Circulation and Vehicular Area Design (UDO Section 8)

Per the Conditional Zoning District, the project shall not be subject to UDO Section 8.4.B.3 related to street, sidewalk, sidepath, and greenway systems that maximize connectivity internally and to adjacent streets and greenways. Access drives and a sidewalk connecting to Cinder Station Road are proposed. An internal pedestrian system connecting parking areas to building entries is also proposed.

PARKS & RECREATION**Greenways (UDO Section 7.6):**

The Town's UDO requires all land proposed for development where a Greenway or Sidepath is indicated in the Comprehensive Plan to construct the Greenway or Sidepath in compliance with Town standards. The Town's Active Transportation Plan, in Section 2 of the Town Comprehensive Plan, shows a 10' Sidepath requirement for the Woods Creek Rd frontage of this proposed development as well as a 10' Greenway connecting to Woods Creek Rd from the south.

The applicant has shown a 10' Sidepath extending across the project frontage on Woods Creek Rd, and had extended the Sidepath to meet an already planned 10' Greenway being constructed as part of the Carolina Springs development.

CIVIL IMPROVEMENTS**Potable Water:**

With this development, connection will be made to the existing watermain in Woods Creek Road. The watermain will be extended with the development of this project down the length of the proposed Cinder Station Road.

Reclaimed Water:

With this development, connection will be made to the existing reclaimed watermain in Woods Creek Road. The reclaimed watermain will be extended with the development of this project down the length of the proposed Cinder Station Road.

Sanitary Sewer:

With this development, connection will be made to an existing sanitary sewer stub from the Carolina Springs Development. The proposed gravity sewer main servicing this development will run parallel to Woods Creek Road approximately 170' before ultimately crossing under the road to tie into the existing sanitary sewer draining to the Carolina Springs Pump Station.

- A Sanitary Sewer Study and Pump Station Capacity Analysis was required and approved with this project.

Transportation:

With this development, the existing Woodfield Deadend Road Extension is to be abandoned and removed. A new roadway outlined on the Comprehensive Transportation Plan is proposed to set up for future connection.

Traffic Impact Analysis:

A Traffic Impact Analysis (TIA) was completed with this project as required by the NCDOT and the Town. Review comments were provided by the Town and NCDOT's Congestion Management. Improvements from the TIA are listed below.

- Town's UDO requires R/W dedication and thoroughfare widening across the project street frontage to meet ½ of the ultimate street cross section, including a 10' sidepath, in accordance with the CTP.
- The Town's CTP requires R/W dedication and the construction of a roadway across the property to provide future connectivity.
- An exclusive westbound left-turn lane on Woods Creek Road is required by the TIA. The developer is designing and constructing these improvements at their own expense.
- The northbound approach of the proposed Cinder Station Road will include an exclusive left turn lane and a shared right-turn/ through lane as required by the TIA.

Pedestrian connectivity to adjacent sites is not planned for except a 10' sidepath across the site frontage.

PLANNING BOARD RECOMMENDATION TO THE TOWN COUNCIL

Motion to recommend the Town Council approve / deny Development Plan #22-DP-09 for Duke Operations and Training Center as submitted by McAdams, dated Revised 4/7/2023 with the following conditions:

1. All previous conditions of approval for Duke Operations Campus Conditional District Rezoning apply to this plan except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the Town's current annual budget or any unexpired development agreement.
2. The following must be submitted with the first Construction Drawing submittal:
 - a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Chapter 8 shall be submitted to and approved by Development Services.
3. Prior to Construction Drawing Approval, the following items must be addressed:
 - a. Street Tree locations shall be shown with approved lighting fixture locations shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.
 - b. Show placement and height of the poles within the Pole Training Area.
 - c. Provide a decorative crosswalk detail that meets UDO 8.4.B.3.b.
 - d. Provide an updated landscape plan showing the perimeter buffer between the Duke and Fire station properties.
 - e. Show detailed design of Active Recreation Area.
4. Invoiced fees from Special Study third party review must be paid prior to first Construction Drawing Submittal, and no later than prior to Construction Drawing Approval.
5. ALL recommendations from the Traffic Study and as a result of Town and NCDOT review associated with this project, must be incorporated into the plans no later than with your next submittal to avoid delays in your development review. This must be finalized prior to this project being scheduled for Planning Board and Town Council.
6. The Build-out analysis in the Traffic Impact Analysis (TIA) associated with this development, included a mix of background improvements and recommended development mitigations. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct all of the background improvements

- included in the TIA unless additional analysis can be provided to demonstrate the background mitigations are not warranted by the subject development.
7. Thoroughfares, collectors and boulevards will require a calculated pavement design with 1st construction drawing submittal. This may result in a pavement cross section bigger than the specified minimum.
 8. Off-site right-of-way dedication will be required in the form of a recorded plat prior to receiving construction drawing approval.
 9. A Deed of Easement is required to be executed for public vehicular & public pedestrian access between the property owners at the time of plat.
 10. In accordance with Engineering Design & Construction standards (ED&CS) Section 7.07, the pump station site lot shall be platted and deeded to the Town of Holly Springs through fee simple conveyance prior to pump station final acceptance. A deed of easement is not sufficient and is not allowed. Show lot lines on the associated subdivision plan and preliminary pump station site plan.
 11. All Special Studies must be finalized prior to being scheduled for Planning Board.
 12. Preliminary Pump Station Site Plan is required to be on the same Town Council Meeting agenda as this plan.
 13. Offsite Sewer Infrastructure Incomplete: If any off site sewer facilities are needed to serve this project and are not completed and accepted by the Town at the time of approval of this preliminary subdivision plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site sewer facilities, and will not guarantee completion of such facilities by any other party. This will become a condition of plan approval.
 14. If any off site water facilities are needed to serve this project and are not completed and accepted by the Town at the time of the approval of this plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site water facilities, and will not guarantee completion of such facilities by any other party. No plats or building permits will be issued by the Town until all necessary on and off-site water infrastructure is completed. This will become a condition of approval.
 15. A verification letter that confirms no changes occurred to the gravity sewer network; including final sizing for lines that are stubbed upstream, will be required with first construction drawing submittal. If changes have been made to the gravity sewer network between Town Council Approval and first Construction Drawing Submittal, a Final Gravity Sewer Line Sizing Report will be required with first construction drawing submittal for all lines that are stubbed to adjacent upstream properties. Include calculations to document line sizes, adequacy of proposed sanitary sewer lines to serve all future upstream development. This will become a condition of approval.
 16. Fiber utility connection/extension is required with this project associated with traffic signal/pump station installation and construction. Please continue to coordinate with Staff through approval of this project
 17. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.
 18. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.
 19. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
 20. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
 21. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction

cost of the SCM is required at the end of the performance monitoring period for the project. (site)

- 22. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater SCM prior to plat recordation and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project. (Residential)**
- 23. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project.**
- 24. There are existing downstream drainage complaints in this area. Accordingly, a flood study will be required to meet the Town's policy for Hydrologic Basin Models. (Town Policy - P-018)**

DEVELOPMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:

www.hollyspringsnc.us/2170/Development-Services



Petition Type:

- ☐ **Major Subdivision** (check all that apply)
- ☐ Residential ☐ Non-residential
- ☐ New ☐ Major Amendment* ☐ Minor Amendment*

- ☒ **Development Plan** (check all that apply)
- ☐ Residential ☒ Non-residential
- ☒ New ☐ Major Amendment* ☐ Minor Amendment*

- ☐ **Special Use Permit**
- ☐ New

* Specify purpose of amendment on Certificate of Plan Revisions

For DS Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☐ Final

Project Information:

Project Name: Duke Energy Operations & Training Facility

If this project is part of a previously approved plan, please specify:

PUD/Master Plan/Subdivision N/A Shopping Center/Lot# N/A

Project Location: Intersection of Woodcreek Road and Woodfield Dead End Road

Use street address. If none, use the closest intersection

☐ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending Annexation

PIN: 0629626959 (portion of) Real Estate ID: 0110325 (portion of)

Project Acreage (rounded to nearest tenth): 95.59 Partial Parcel: ☐ No ☒ Yes (additional fee)

Current Zoning: R-30 Proposed Use (see UDO Table 3.2.A): Office; Infrastructure/Utilities (Major)

Open Space [See UDO Section 7.06(F)(4)]: ☐ Dedication ☐ Fee-in-lieu ☐ Combination ☒ N/A

Waivers Requested: ☒ No ☐ Yes- Specify UDO Section Number(s): _____

If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet

Sketch Plan Review (Pre-Submittal) Meeting Date: 8/18/22

If the Sketch Plan Review (Pre-Submittal) Meeting Date is not within 8 weeks of the submittal date, another Sketch Plan Review (Pre-Submittal) 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 Project Planner

Name Laura Holloman Company The McAdams Company

Mailing Address One Glenwood Ave, Suite 201

City Raleigh State NC Zip 27603

Telephone # (919) 610-7377 E-Mail holloman@mcadamsco.com

How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail

How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Design Professional if different than Applicant/Contact

Name Patrick Covil Company The McAdams Company

Mailing Address 2905 Meridian Parkway

City Durham State NC Zip 27713

Telephone # (919) 361-5000 E-Mail covil@mcadamsco.com

How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail

How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Developer

Name Lisa Echols Company Duke Energy
Mailing Address 299 1st Avenue North
City St. Petersburg State FL Zip 33701
Telephone # (813) 760-1008 E-Mail lisa.echols@duke-energy.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

Architect

Name Alyssa Dohler Company HH Architecture
Mailing Address 1100 Dresser Court
City Raleigh State NC Zip 27609
Telephone # (919) 828-2301 E-Mail adohler@hh-arch.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name Jack Ritchie Company The McAdams Company
Mailing Address One Glenwood Avenue, Suite 201
City Raleigh State NC Zip 27603
Telephone # (919) 361-5000 E-Mail ritchie@mcadamsco.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Other: _____ (any other contact that should receive comments and correspondence for this project)

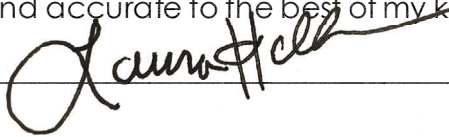
Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # () _____ Alternate Telephone # () _____
Fax # () _____ E-Mail _____
How would you like to receive staff review comments? ☐ Fax ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☐ E-Mail ☐ US Mail- Certified

Property Owner - Required

Name Marty Clayton Company Duke Energy Progress Inc
Mailing Address Tax Dept - DEC41B 550 S Tryon St
City Charlotte State NC Zip 28202
Telephone # (919) 546-3311 E-Mail marty.clayton@duke-energy.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Certificate of Submittal Completion

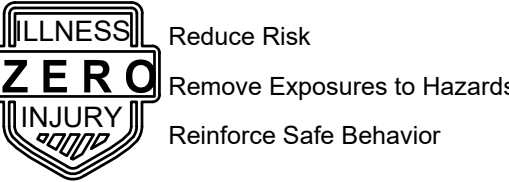
I, Laura Holloman, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.

Signature:  Date: 8/26/22



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



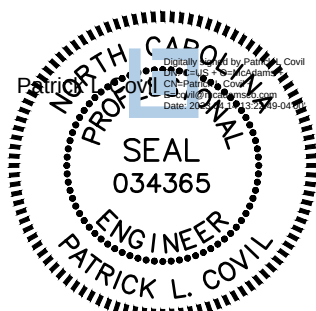
1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com



The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com



HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

REVISION	DATE	BY	DESCRIPTION
1	4/10/23	SNP	REDUCTION OF CLEARING ACTIVITIES

PROJECT NO. 22-008

DRAWING NUMBER

CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: C0001.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
COVER
SHEET

SHEET NO.

C0.00

DUKE ENERGY PROGRESS HOLLY SPRINGS OPERATIONS CENTER AND TRAINING FACILITY

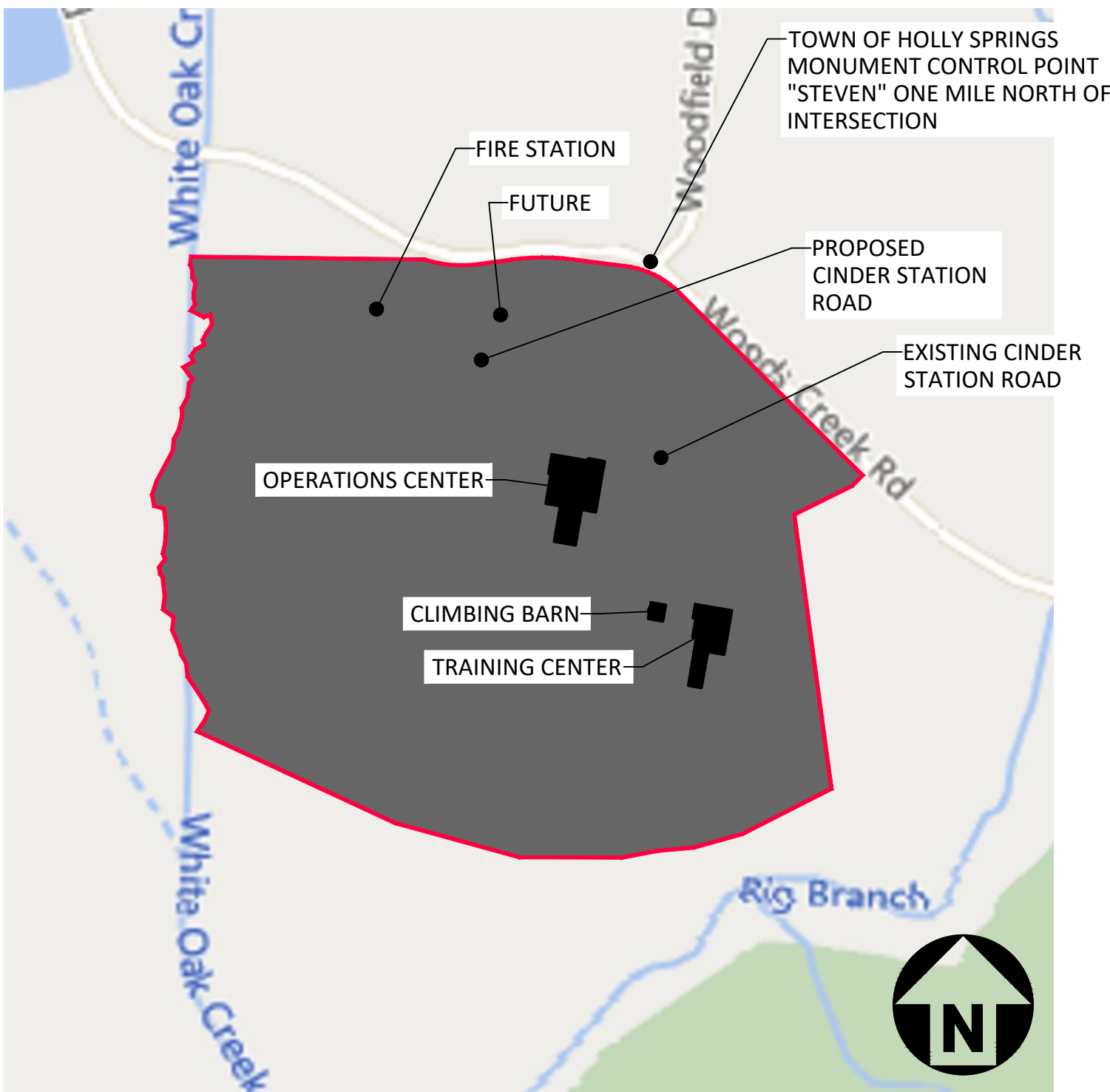
WOODS CREEK ROAD (S.R. 1154) AND CINDER STATION ROAD (S.R. 1155)
HOLLY SPRINGS, NORTH CAROLINA 27539
LAT: 35.677736 LONG: -78.881189

DEVELOPMENT PLAN

PROJECT NUMBER: DKE-22004

DATE: FEBRUARY 3rd, 2023

OWNER REPRESENTATIVE:
CONTACT: MARK B. FRANKLIN
410 S. WILMINGTON STREET, RALEIGH, NC. 27602
EMAIL: MARKB.FRANKLIN.JLL-AM.COM
PHONE: (919)-828-2301



VICINITY MAP

SCALE: 1" = 500'



SHEET INDEX

C0.00	COVER SHEET
C1.00	EXISTING CONDITIONS
C1.01	CLEARING AND DEMOLITION PLAN
C2.00	OVERALL SITE PLAN
C2.01	SITE PLAN 'A'
C2.02	SITE PLAN 'B'
C2.03	SITE PLAN 'C'
C3.00	OVERALL GRADING AND STORM DRAINAGE PLAN
C3.01	GRADING AND STORM DRAINAGE PLAN 'A'
C3.02	GRADING AND STORM DRAINAGE PLAN 'B'
C4.00	OVERALL UTILITY PLAN
C4.01	UTILITY PLAN 'A'
C4.02	UTILITY PLAN 'B'
C4.03	UTILITY PLAN 'C'
C4.04	UTILITY PLAN 'D'
C7.00	OVERALL SIGHT PLAN
C7.01	SIGHT PLAN AND PROFILE - WEST FENCE AND OPERATIONS BUILDING
C7.02	SIGHT PLAN AND PROFILE - CLIMBING BARN
C7.03	SIGHT PLAN AND PROFILE - TRAINING CENTER 1
C7.04	SIGHT PLAN AND PROFILE - TRAINING CENTER 2
C8.00	SITE DETAILS
C8.01	SITE DETAILS
C8.02	SITE DETAILS
C8.03	WATER DETAILS
C8.04	WATER DETAILS
C8.05	RECLAIM WATER DETAILS
C8.06	STORM DRAINAGE DETAILS
C8.07	STORM DRAINAGE DETAILS
C8.08	STORM DRAINAGE DETAILS
C8.09	SANITARY SEWER DETAILS
C8.10	SANITARY SEWER DETAILS
C8.11	SIGNAGE AND FENCE DETAILS
C9.00	STORMWATER CONTROL MEASURE PLAN VIEW
C9.01	STORMWATER CONTROL MEASURE DETAILS
C9.02	STORMWATER CONTROL MEASURE DETAILS
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E1.00	LIGHTING PLAN
A200	ZONING ELEVATIONS
A201	ZONING ELEVATIONS-TRAINING
A202	ZONING ELEVATIONS-ACCESSORY

ONSITE IMPROVEMENTS

SEE HOLLY SPRINGS DUKE OPS ONSITE IMPROVEMENTS PLAN SET

OFFSITE IMPROVEMENTS

SEE HOLLY SPRINGS DUKE OFFSITE IMPROVEMENTS PLAN SET

PROPOSED SANITARY SEWER FLOW

THE NUMBER OF EMPLOYEES / TRAINEES AT THE PROPOSED OPERATIONS CENTER, TRAINING CENTER/CLIMBING BARN IS ESTIMATED AS FOLLOWS:

- OPERATIONS CENTER = 85 EMPLOYEES
- TRAINING CENTER/CLIMBING BARN = 5 EMPLOYEES
- MAX. # OF TRAINEES = 120 (4 ROOMS @ 30 SEATS EACH)
- TOTAL = 210 EMPLOYEES & TRAINEES

PER 15A NCAC 02T .0114, DAILY FLOW FOR GENERAL BUSINESS AND OFFICE FACILITIES CALLS FOR 25 GAL/EMPLOYEE/SHIFT. USING THIS FIGURE, SEWER FLOW FOR THE NEW OPERATIONS CENTER IS CALCULATED AS FOLLOWS:

210 EMPLOYEES X 25 GAL/EMPLOYEE/SHIFT X 1 SHIFT = 5,250 GAL/DAY
AVERAGE DAILY FLOW

WITH AN AVERAGE DAILY FLOW OF 5,250 GPD FROM THE PROPOSED DUKE OPERATIONS CENTER AND AN ASSUMED 400 GPD FROM THE PROPOSED FIRE STATION (TO BE VERIFIED BY THE FIRE STATION DESIGNER AT THE TIME OF DEVELOPMENT PLAN), THE NEEDED CAPACITY OF THE DOWNSTREAM PUMP STATION AT PEAK HOUR IS CALCULATED AS FOLLOWS:

(5,250 GAL/DAY + 400 GAL/DAY) X 2.5 = 14,125 GAL/DAY OR 9.8 GAL/MIN

THE TOWN OF HOLLY SPRINGS HAS INSTALLED A LOCAL GEODETIC MONUMENTATION GRID, TIED TO NAD83, WITHIN AND SURROUNDING THE TOWN LIMITS. ALL SURVEYED INFORMATION (WHEN ANY PORTION OF THE PROJECT IN DESIGN IS WITHIN 2000 FEET OF THE TOWN'S GEODETIC MONUMENT) SHALL REFERENCE THE NEAREST MONUMENT AND SHALL BE CLEARLY NOTED ON THE FIRST SHEET OF BOTH CONSTRUCTION PLANS AND AS BUILTS SUBMITTED TO THE TOWN.

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

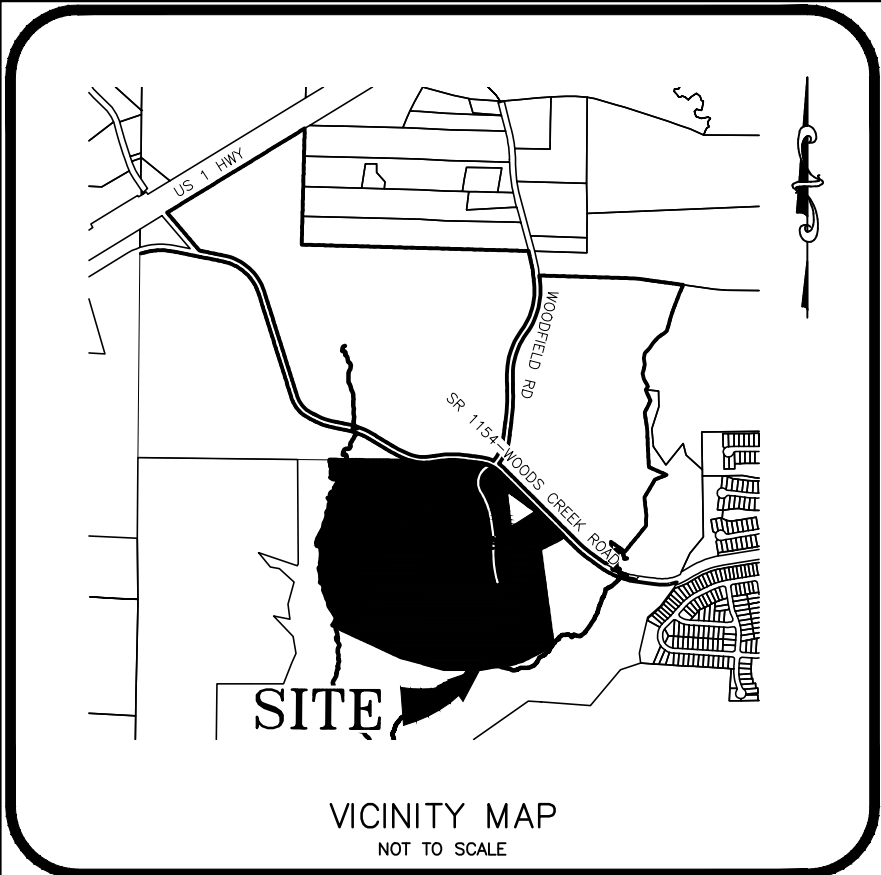
CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROPERTY MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

I CERTIFY THAT THESE PLANS WERE PREPARED AND THAT THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING PLANS, THE LATEST EDITION OF THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS OF THE TOWN OF HOLLY SPRINGS AND OTHER APPLICABLE TOWN ORDINANCES AND POLICIES. THE ENGINEER WHOSE SEAL AND SIGNATURE APPEAR BELOW CERTIFIES THAT THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS HAVE BEEN THOROUGHLY REVIEWED FOR APPLICABILITY TO THIS PARTICULAR PROJECT. ANY PROPOSED EXCEPTIONS OR DEVIATIONS FROM THE STANDARDS ARE LISTED SPECIFICALLY ON THE CERTIFICATION OF PLAN SUBMITTAL FORM. FURTHERMORE, THESE PLANS WERE PREPARED IN CONFORMANCE WITH THE APPROVED PRELIMINARY PLAN FOR THIS PROJECT.

MIGRATORY BIRD HOTLINE	
STATE AND FEDERAL LAWS PROTECT ALL SPECIES OF NATIVE BIRDS FOUND THROUGHOUT THE DUKE ENERGY SERVICE AREA. INTERACTIONS OF BIRDS WITH GENERATING FACILITIES, TRANSMISSION AND DISTRIBUTIONS, SUBSTATIONS OTHER STRUCTURES AND EQUIPMENT, AND OPERATIONS ARE POTENTIALLY HARMFUL OR FATAL TO BIRDS. DUKE ENERGY OPERATES THESE 24-HOUR MIGRATORY BIRD HOTLINES TO ASSIST EMPLOYEES AND CONTRACTORS WITH RELATED INCIDENTS THAT OCCUR DURING WORK ACTIVITIES.	
CAROLINAS: 800.573.3853 FLORIDA: 727.386.3084 MIDWEST: 317.430.4497	

SPILL REPORTING HOTLINE	
IN ORDER TO ENSURE THE PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT, FEDERAL AND STATE LAWS REQUIRE THAT CERTAIN TYPES OF SPILLS AND UNPERMITTED RELEASES BE REPORTED TO THE PROPER REGULATORY AGENCIES AS SOON AS POSSIBLE FOLLOWING IDENTIFICATION. IMMEDIATELY NOTIFY YOUR SUPERVISOR AND THE FIELD ENVIRONMENTAL/EHS PROFESSIONAL WHEN A SPILL OR UNPERMITTED RELEASE IS DISCOVERED. IF YOU ARE UNABLE TO REACH THE FIELD ENVIRONMENTAL/EHS PROFESSIONAL, CONTACT ONE OF THE DUKE ENERGY SPILL REPORTING HOTLINES AT:	
CAROLINAS & MIDWEST: 800.527.3853 FLORIDA: 866.769.1266	

W:\Data\Energy\Projects\DOT\22-008\22004-04-Production\Engineering\Development - Plan\Current Drawings\CD001.dwg, 4/14/2023, 1:00:11 PM, Kirk, Shearer

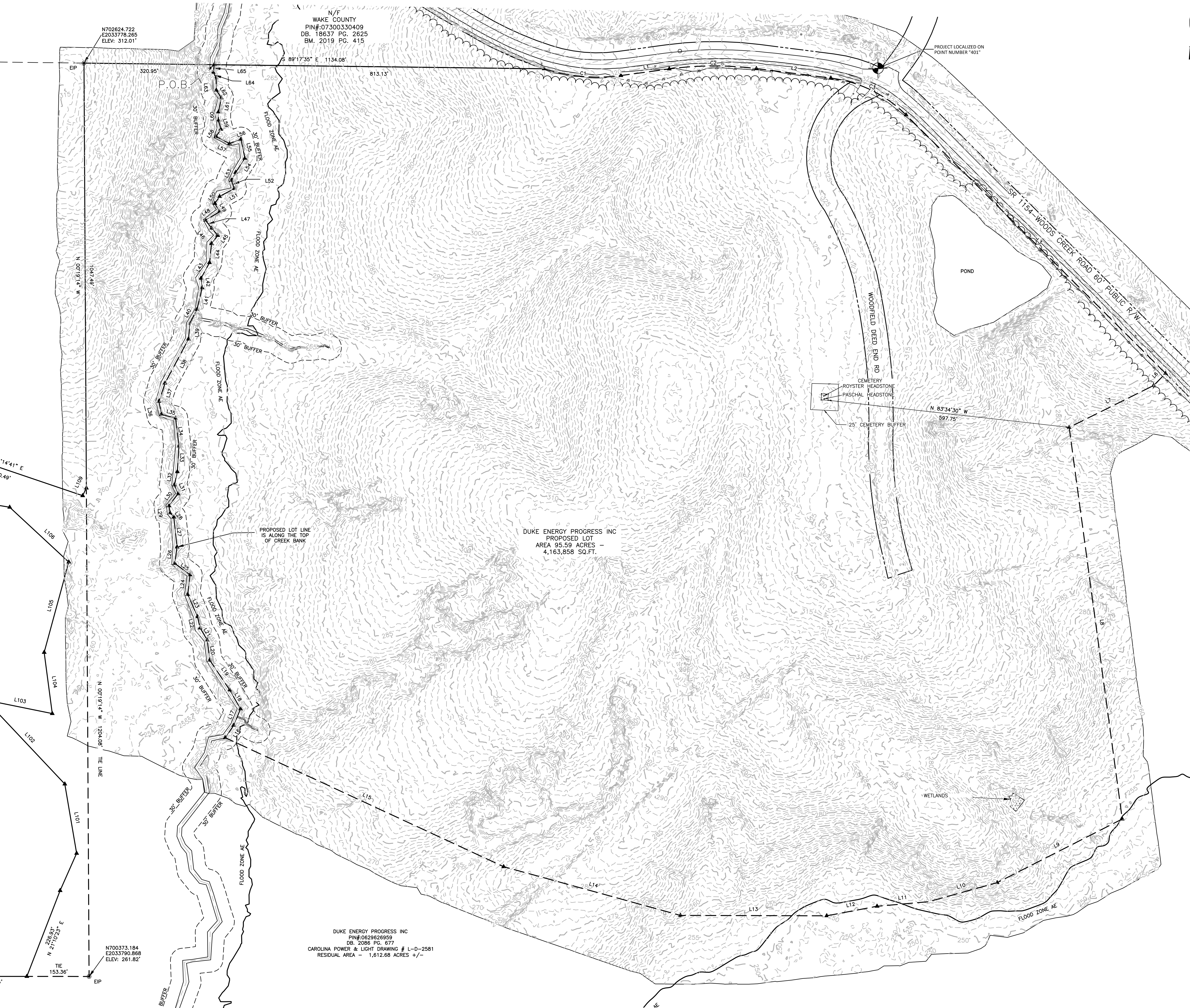


N/F
WILLIAM DOUGLAS POE
& DARYL POE
PIN#:07300217472
DB. 9235 PG. 530
CAROLINA POWER & LIGHT
DRAWING # L-D-2582

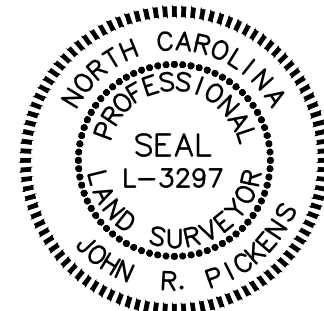
LINE	BEARING	DISTANCE
L1	N 82°13'53" E	120.38
L2	S 82°43'41" E	184.98
L3	N 45°06'16" W	902.75
L4	N 45°06'16" W	178.28
L5	N 54°12'58" W	165.88
L6	S 44°29'22" W	41.92
L7	S 63°37'04" W	232.45
L8	S 07°42'49" E	974.53
L9	S 63°01'58" W	345.75
L10	S 74°28'10" W	175.50
L11	S 84°55'26" W	127.33
L12	S 7°10'58" W	125.21
L13	N 89°50'58" W	360.37
L14	N 74°35'17" W	452.19
L15	N 65°01'43" W	755.04
L16	N 34°26'18" E	36.67
L17	N 22°31'09" E	43.97
L18	N 29°41'26" W	53.75
L19	N 33°50'27" W	88.34
L20	N 07°00'23" W	50.15
L21	N 32°44'53" W	34.50
L22	N 12°47'53" W	28.66
L23	N 23°48'27" W	59.94
L24	N 06°45'17" E	46.63
L25	N 53°03'54" W	47.08
L26	N 08°01'19" E	40.63
L27	N 06°08'56" W	74.00
L28	N 40°38'51" W	13.81
L29	N 09°54'00" W	17.92
L30	N 37°20'10" E	30.88
L31	N 22°20'09" W	23.75
L32	N 12°43'50" E	33.67
L33	N 03°24'38" E	63.24
L34	N 06°48'43" W	69.23
L35	N 75°04'17" W	36.20
L36	N 102°17'25" W	32.70
L37	N 18°28'45" E	47.42
L38	N 27°59'20" E	122.90
L39	N 04°55'56" E	39.92
L40	N 27°53'20" E	37.67
L41	N 13°11'30" E	54.59
L42	N 08°01'19" W	23.83
L43	N 28°27'59" E	43.73
L44	N 09°49'35" E	47.39
L45	N 37°31'06" E	25.12
L46	N 39°54'49" W	23.14
L47	N 36°56'02" W	25.18
L48	N 59°14'41" E	40.04
L49	N 28°47'45" W	23.56
L50	N 34°17'18" E	20.73
L51	N 61°54'17" E	40.86
L52	N 18°56'11" W	21.51
L53	N 28°08'08" E	22.35
L54	N 33°09'52" E	41.52
L55	N 11°44'21" W	47.81
L56	S 69°23'51" W	30.12
L57	N 62°24'57" W	37.42
L58	N 33°22'45" E	21.62
L59	N 15°49'37" W	22.14
L60	N 00°18'46" E	21.32
L61	N 11°18'57" E	35.23
L62	N 32°55'31" W	22.57
L63	N 01°02'06" W	30.45
L64	N 26°40'25" W	15.58
L65	N 07°20'17" E	18.65
L66	S 18°00'44" W	17.70
L67	S 05°49'08" W	92.10
L68	S 11°26'11" W	263.70
L69	S 2°35'05" W	152.78
L70	S 10°16'15" W	102.67
L71	S 04°08'32" E	86.72
L72	S 53°41'40" W	118.70
L73	S 24°10'51" W	105.90
L74	S 05°44'50" W	57.51
L75	S 6°10'54" W	37.58
L76	S 07°56'10" W	61.65
L77	S 25°05'13" W	107.54
L78	S 42°02'53" W	45.40
L79	S 56°35'42" W	33.87
L80	S 43°02'26" W	45.51
L81	N 24°48'29" W	38.72
L82	N 86°00'49" W	26.16
L83	N 57°47'41" W	39.61
L84	N 77°23'41" W	49.63
L85	N 86°18'32" W	55.19
L86	N 73°55'34" W	64.55
L87	S 89°40'58" W	42.42
L88	N 55°48'38" W	37.04
L89	N 26°27'06" W	56.47
L90	S 60°31'05" W	75.53
L91	N 51°28'38" W	72.13
L92	N 23°46'10" W	43.33
L93	S 85°45'16" W	52.21
L94	S 65°30'07" W	107.32
L95	S 51°32'09" E	305.13
L96	N 85°49'27" W	158.18
L97	S 24°32'44" W	30.59
L98	S 12°03'32" W	73.60
L99	S 05°41'28" E	101.22
L100	S 71°35'28" W	210.42
L101	N 09°41'37" W	173.21
L102	N 43°17'51" W	284.36
L103	S 78°33'11" E	167.40
L104	N 07°30'16" W	152.06
L105	N 15°14'08" E	230.84
L106	N 47°10'30" W	198.72
L107	N 80°31'32" W	92.95
L108	N 38°53'19" W	198.60
L109	N 25°46'59" E	20.84

GENERAL NOTES

- THIS IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND, THIS IS A EXISTING CONDITIONS SURVEY.
- BEARINGS FOR THIS SURVEY ARE BASED ON NORTH CAROLINA GRID.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- ZONING:
- AREA BY COORDINATE GEOMETRY.
- FLOOD NOTE: THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD ZONE, IT IS LOCATED IN ZONE "X" & "AC" AS DEFINED BY F.E.M.A. F.I.R.M. COMMUNITY PANEL, WAKE COUNTY 837007200K DATED 7/19/2022.
- REFERENCES: DB. 2086 PG. 677, OF THE WAKE COUNTY REGISTRY & CAROLINA POWER & LIGHT DRAWING # L-D-2581 FIN. 062962959
- UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- NO PUBLISHED NC GID MONUMENTS WITHIN 2000' OF SITE. REFERENCE TBM WERE ESTABLISH BY GPS.
- ELEVATIONS FOR THIS SURVEY ARE BASED ON NA083
- NO EVIDENCE OF RECENT EARTH MOVING WORK OR BUILDING CONSTRUCTION.



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	430.00'	191.77'	N 89°57'36" W	189.79'
C2	820.00'	215.25'	S 89°45'08" W	214.64'
C3	520.00'	210.13'	S 63°54'58" E	206.37'
C4	930.00'	147.80'	S 49°30'37" E	147.78'
C5	780.00'	323.75'	S 68°06'15" E	321.43'



SURVEYOR'S CERTIFICATE

I, JOHN R. PICKENS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2086, PAGE 677); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN CAROLINA POWER & LIGHT DRAWING # L-D-2581; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 20.981; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 10 DAY OF NOVEMBER, A.D., 2022.

John R. Pickens
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

I, JOHN R. PICKENS, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:
(1)CLASS OF SURVEY: CLASS AA
(2)POSITIONAL ACCURACY: 0.04'
(3)TYPE OF GPS FIELD PROCEDURE: VRS
(4)DATE OF SURVEY: JUNE 11-14-2022 AND JULY 27, 2022
(5)DATUM/EPOCH: NAD 83(2011) NAVD88
(6)PUBLISHED/FIXED-CONTROL USED: N.C.G.S "CHILL"
(7)VERTICAL DATUM: NAVD 88 (GEOID18)
(8)COMBINED GRID FACTOR(S): 0.99988855
(9)UNITS: US SURVEY FEET
(10) PROJECT LOCALIZED ON POINT NUMBER "401" HAVING COORDINATES OF N: 702,612.0780; E: 2,035,734.6730; EL: 324.593

John R. Pickens 11-10-2022
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

LEGEND

- EXISTING PROPERTY CORNER
- IRON PIPE SET
- ▲ CALCULATED POINT
- PROPOSED LOT
- EIP EXISTING IRON PIPE

DRAWING NUMBER
CFD-XXXXXX -XXXXXX

DUKE ENERGY PROGRESS
410 S. WILMINGTON STREET
RALEIGH, NC 27602
CONTACT: MARK FRANKLIN (JLL)
PHONE: 919.427.7718

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:

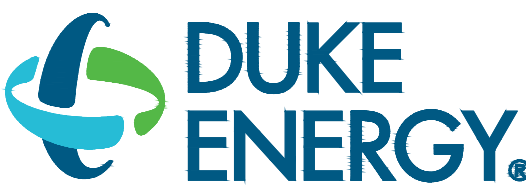


OPERATIONS & TRAINING CENTER EXISTING CONDITIONS SURVEY WOODS CREEK ROAD HOLLY SPRINGS, NC, 27539

PROJECT NO. DKE22051
DRAWING NUMBER 08.23.2022
DKE22051.C2 1"=100'
ELECTRONIC FILE NAME: DKE22051
DRAWN BY: JRP
CHK'D BY: BF
E-MAIL: Finch@mcadamsco.com

SHEET TITLE
EXISTING CONDITIONS

SHEET NO.
C1.00



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



HH
ARCHITECTURE
1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com

McADAMS
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2905 Meridian Parkway
Durham, NC 27713
phone 919.361.5000
fax 919.361.2269
license number: C-0293, C-187
www.mcadamsco.com



**HOLLY SPRINGS
OPERATIONS
CENTER**

WOODFIELD DEAD END ROAD
.DWG

DATE ISSUED: **8-26-2022**
PROJECT STATUS: **DEVELOPMENT**

DATE	BY	CHK'D	APP'D	REVISION
8/26/22	SMP			REDUCTION OF CLEARING ACTIVITIES

PROJECT NO. **22-008**

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CD0110.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

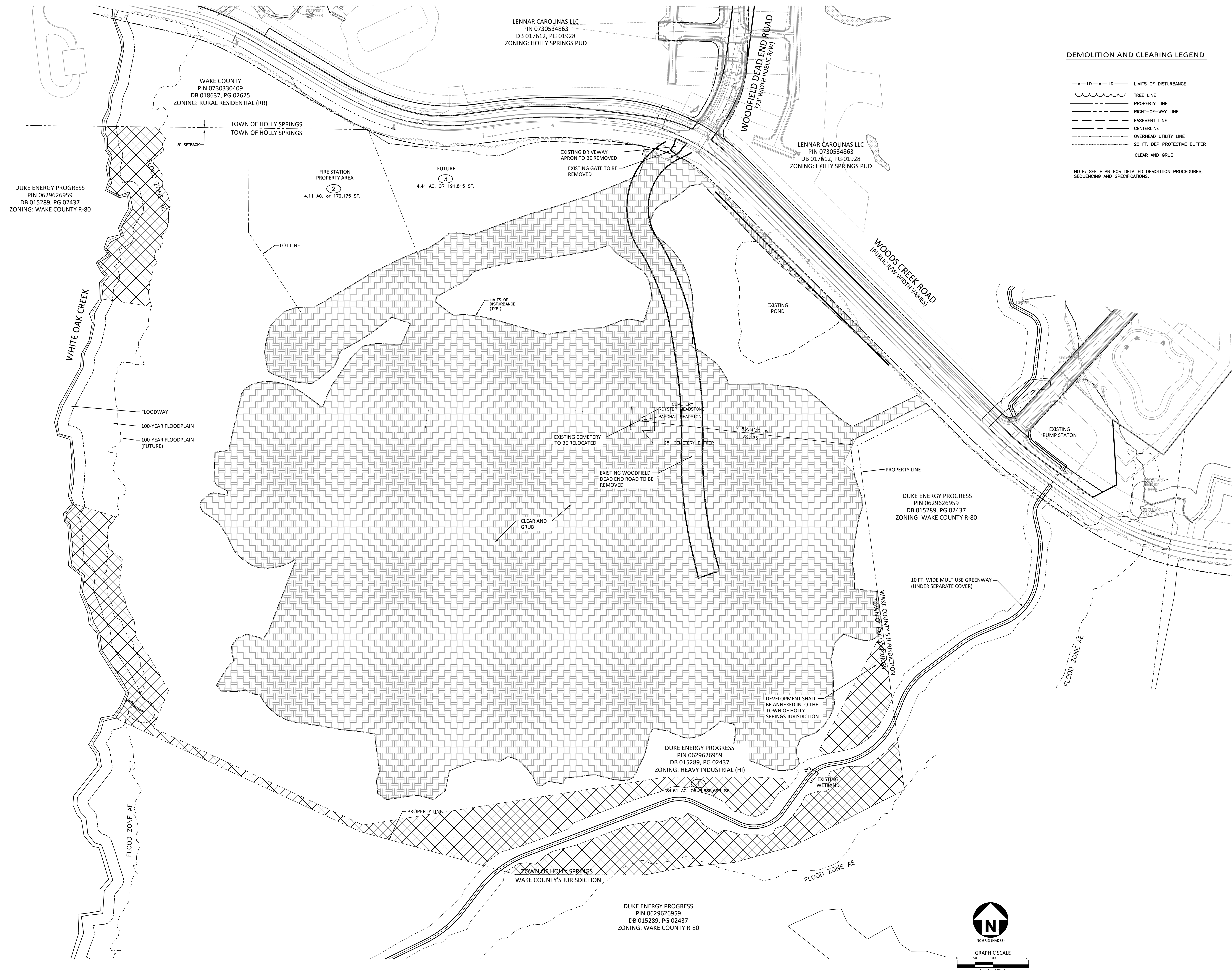
THE DESIGN DRAWING IS THE EXCLUSIVE PROPERTY OF DUKE ENERGY
CORPORATION AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF DUKE ENERGY CORPORATION. THE INFORMATION SHOWN HEREIN IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

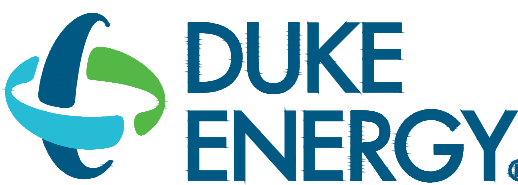
SHEET TITLE
**CLEARING AND
DEMOLITION PLAN**

SHEET NO.

C1.01

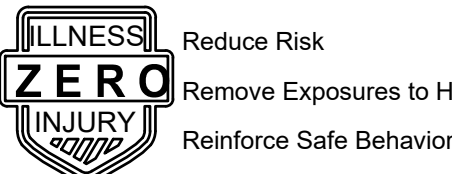
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MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



ARCHITECTURE

1100 Dresser Court
Raleigh, NC 27609

Office 919.828.2301
Email office@hh-arch.com



McAdams

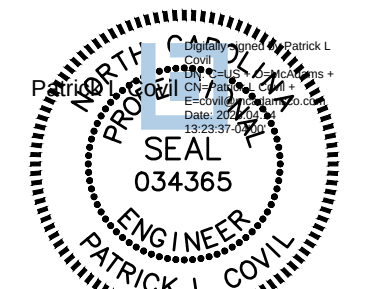
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919.361.5000
fax 919.361.2269

license number: C-0293, C-187

www.mcadamscs.com

www.mcadamscs.com



HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

.DWG

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CS0110.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
OVERALL
SITE PLAN

SHEET NO.

C2.00

Page 119 of 373

ALL CONSTRUCTION SHALL BE IN ACCORDANCE
WITH THE CURRENT DUKE ENERGY PROGRESS,
WAKE COUNTY AND NCDOT ENGINEERING DESIGN
AND CONSTRUCTION STANDARDS

SITE LEGEND

- PEV VAN
- LIGHT POLE (BY OTHERS)
- PLUG-IN ELECTRIC VEHICLE PARKING STALL
- VAN ACCESSIBLE PARKING STALL
- ACCESSIBLE RAMP
- PARKING SPACE COUNT
- PROPERTY LINE
- PROPERTY SETBACK
- LANDSCAPING BUFFER
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- LOT NUMBERS
- LOT LINES
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT

SECURITY FENCING

THE DESIGN AND SPECIFICATIONS SHALL MEET DUKE ENERGY STANDARDS. ALL MATERIALS SHALL BE HOT-DIP GALVANIZED. THE FENCE IS 7 FEET TALL WITH 1 FOOT FALL 3-STRAND BARBED WIRE EXTENSION MOUNTED ON A 45 DEGREE HEAVY DUTY BARB ARM. FENCE BOTTOM SHALL BE NO MORE THAN 2 INCHES ABOVE FINISHED GRADE. DECORATIVE FENCING AREAS TO BE BLACK VINYL COATED AS DIRECTED ON SUBSEQUENT SITE PLANS.

KNOX BOX REQUIREMENTS

A KNOX BOX IS REQUIRED AT RISER ROOM LATCH SIDE AND ALL GATES.

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: WAKE COUNTY R-80

WAKE COUNTY
PIN 0730330409
DB 018637, PG 02625
ZONING: RURAL RESIDENTIAL (RR)

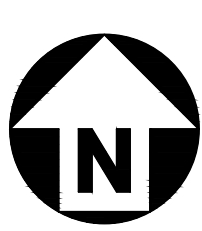
LENNAR CAROLINAS LLC
PIN 0730534863
DB 017612, PG 01928
ZONING: HOLLY SPRINGS PUD

LENNAR CAROLINAS LLC
PIN 0730534863
DB 017612, PG 01928
ZONING: HOLLY SPRINGS PUD

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: WAKE COUNTY R-80

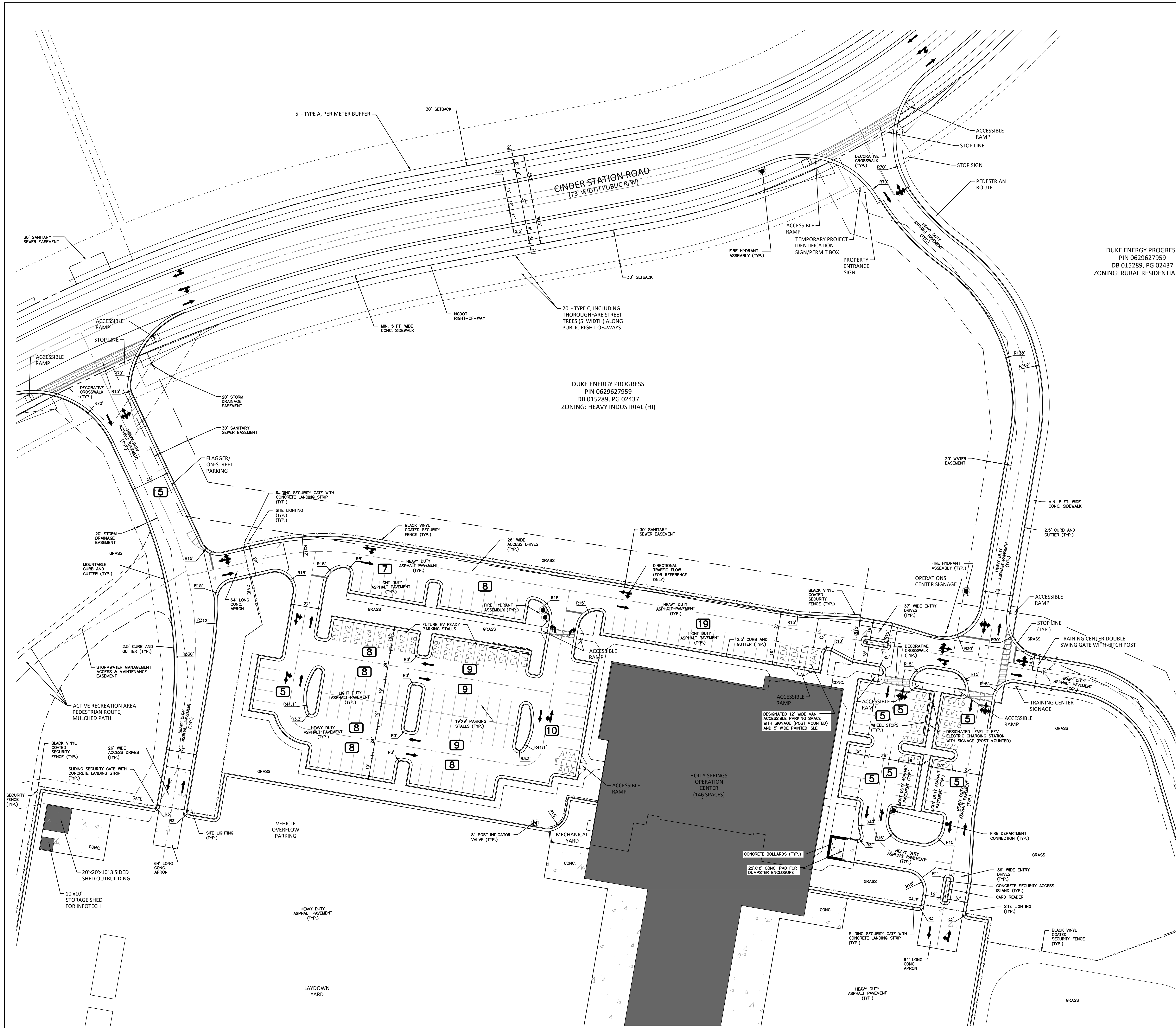
DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: HEAVY INDUSTRIAL (HI)

DUKE ENERGY PROGRESS
PIN 0629626959
DB 015289, PG 02437
ZONING: WAKE COUNTY R-80



SITE NOTES:

- LOCATION AND TOPOGRAPHICAL INFORMATION WAS TAKEN FROM AN ACTUAL FIELD SURVEY PERFORMED BY MCADAMS. ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL (GROUND) DISTANCES AND VERTICAL DATUM IS NAVD 88. COORDINATES AS SHOWN ARE NC STATE PLANE GRID NAD 83 (2011).
- THE PROPERTY IS NOT LOCATED IN AN IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "AE" AS DEFINED BY FEMA FIRM COMMUNITY PANEL #5720073000K DATED JULY 19, 2022.
- PROJECT SITE IS LOCATED IN THE CAPE FEAR RIVER BASIN.
- ALL MATERIALS, CONSTRUCTION, WORKMANSHIP SHALL MEET DUKE ENERGY CAROLINA'S, TOWN OF HOLLY SPRINGS, AND NCDOT SPECIFICATIONS, STANDARDS AND DESIGN REQUIREMENTS.
- CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY AGC OF AMERICA, INC., AND THE SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION ISSUED BY THE U.S. DEPARTMENT OF LABOR.
- NOT ALL EXISTING UTILITIES ARE SHOWN. LOCATIONS SHOWN ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCURATELY LOCATE BOTH HORIZONTAL AND VERTICALLY ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY NC 811 PRIOR TO EXCAVATION. CONTRACTOR SHALL NOTIFY DUKE ENERGY IMMEDIATELY IN THE EVENT OF ENCOUNTERING ANY UNDERGROUND OBSTACLE REQUIRING DEVIATION FROM THE PLAN. COST TO REPAIR DAMAGED UTILITIES SHALL BE BORNE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY PAVEMENT OR EXISTING UTILITIES THAT MAY BE DAMAGED DUE TO CONSTRUCTION ACTIVITY. EXERCISE CAUTION.
- ALL UTILITIES SHALL BE PROTECTED AND REMAIN ACTIVE UNLESS OTHERWISE NOTED. CONTRACTOR SHALL NOT DISTURB UTILITY POLES, GUY WIRES, OR ANCHORS WITHOUT PERMISSION FROM DUKE ENERGY.
- EXISTING IMPROVEMENTS SLATED TO REMAIN THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THEIR ORIGINAL CONDITION OR TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
- ALL CONSTRUCTION DEBRIS SHALL BE TESTED AND DISPOSED OF OFF-SITE IN A STATE PERMITTED LINED LANDFILL OR AS DIRECTED BY DEC REPRESENTATIVE. TESTING AND DISPOSAL SHALL BE IN ACCORDANCE WITH DUKE ENERGY REQUIREMENTS AND STANDARDS AT NO ADDITIONAL COST TO THE OWNER.



SITE LEGEND

	LIGHT POLE (BY OTHERS)
	PLUG-IN ELECTRIC VEHICLE PARKING STALL
	VAN ACCESSIBLE PARKING STALL
	ACCESSIBLE RAMP
	PROPERTY LINE
	PROPERTY SETBACK
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	CENTERLINE
	LOT NUMBERS
	LOT LINES
	HEAVY DUTY ASPHALT PAVEMENT
	CONCRETE PAVEMENT

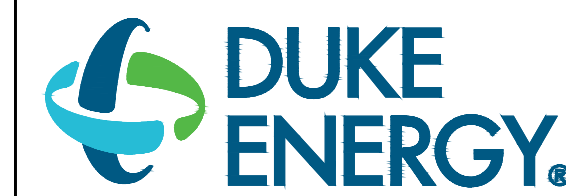
SECURITY FENCING
THE DESIGN AND SPECIFICATIONS SHALL MEET DUKE ENERGY STANDARDS. ALL MATERIALS SHALL BE HOT-DIP GALVANIZED. THE FENCE IS 7 FEET TALL WITH 1 FOOT TALL 3-STRAND BARBED WIRE EXTENSION MOUNTED ON A 45 DEGREE HEAVY DUTY BARB ARM. FENCE BOTTOM SHALL BE NO MORE THAN 2 INCHES ABOVE FINISHED GRADE. DECORATIVE FENCING AREAS TO BE BLACK VINYL COATED AS DIRECTED ON SUBSEQUENT SITE PLANS.

KNOX BOX REQUIREMENTS
A KNOX BOX IS REQUIRED AT RISER ROOM LATCH SIDE AND ALL GATES.

DUKE ENERGY PROGRESS
PIN 0629627959
DB 015289, PG 02437
ZONING: RURAL RESIDENTIAL (RR)

DUKE ENERGY PROGRESS
PIN 0629627959
DB 015289, PG 02437
ZONING: HEAVY INDUSTRIAL (HI)

DRAWING NUMBER
CFD-XXXXX A000 -XXXXX

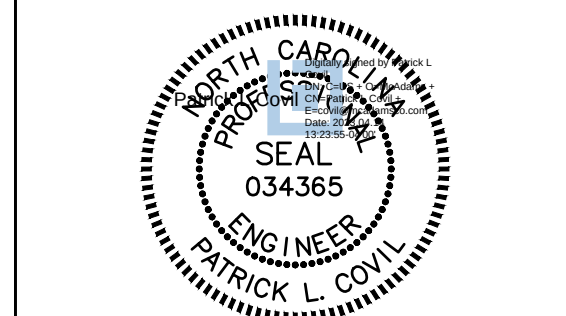


MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:

HH ARCHITECTURE
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Raleigh, NC 27609
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McADAMS
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phone 919.361.5000
fax 919.361.2269
license number: C-0293, C-187
www.mcadamsco.com



HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: **8-26-2022**
PROJECT STATUS: **DEVELOPMENT**

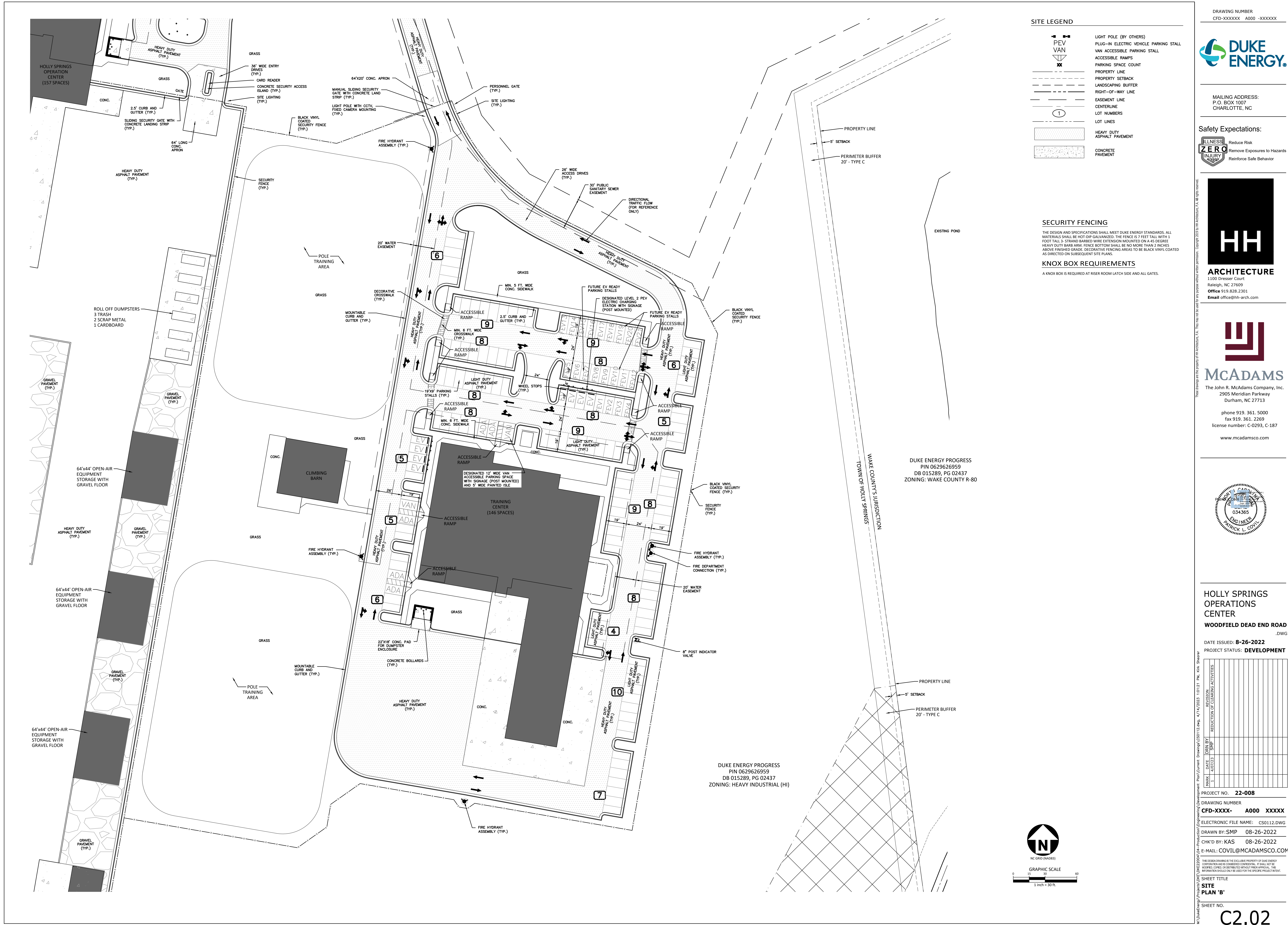
MARK	DATE	BY	DESCRIPTION
1	08/26/22	SMP	REDUCTION OF CLEARING ACTIVITIES

PROJECT NO. **22-008**
DRAWING NUMBER **CFD-XXXX- A000 XXXXX**
ELECTRONIC FILE NAME: CS011.DWG
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

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SHEET TITLE
SITE PLAN 'A'
SHEET NO.

C2.01
Page 120 of 373

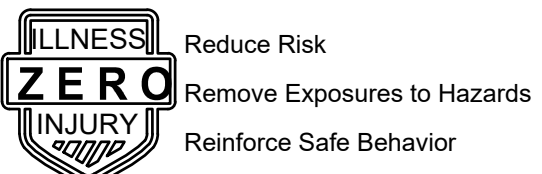


DRAWING NUMBER
CFD-XXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



ARCHITECTURE
1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com

McAdams
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2905 Meridian Parkway
Durham, NC 27713
phone 919.361.5000
fax 919.361.2269
license number: C-0293, C-187
www.mcadamsco.com



HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD
.DWG

DATE ISSUED: 8-26-2022
PROJECT STATUS: DEVELOPMENT

DATE	BY	NO.	REVISION
08/26/22	SM	1	REDUCTION OF SURFACE ACTIVITIES

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CS0112.DWG

DRAWN BY: SMP 08-26-2022

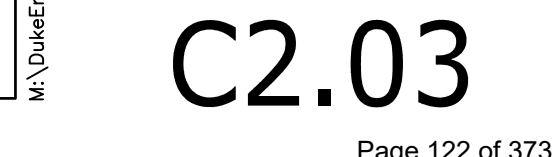
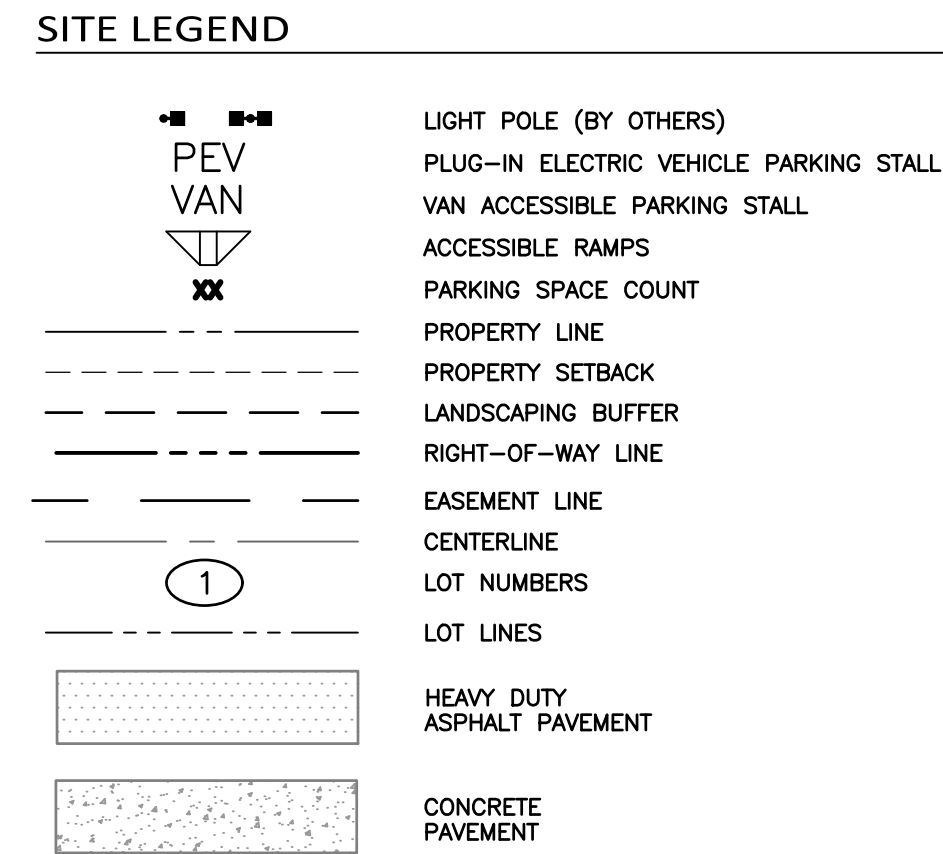
CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
SITE
PLAN 'B'

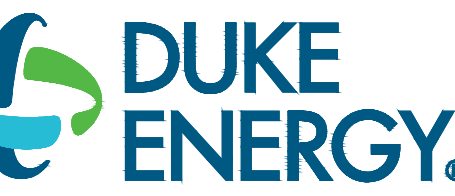
SHEET NO.

C2.02



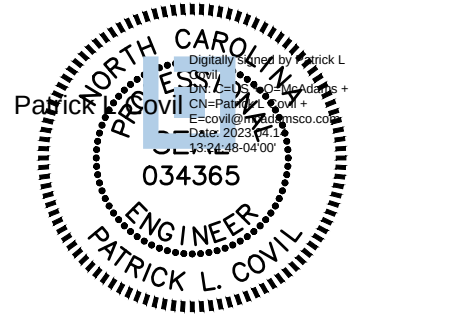
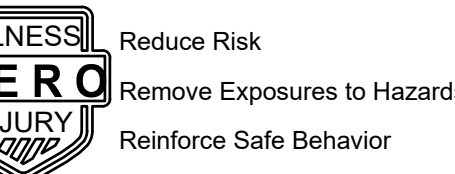
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT DUKE ENERGY PROGRESS, WAKE COUNTY AND NCDOT ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

DRAWING NUMBER
CFD-XXXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



HOLLY SPRINGS OPERATIONS CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

MARK	DATE	DESCRIPTION	REDUCTION OF CLEANING ACTIVITIES
1	08/26/2022	ISSUED FOR PERMIT	
2	08/26/2022	ISSUED FOR CONSTRUCTION	
3	08/26/2022	ISSUED FOR AS-BUILT	
4	08/26/2022	ISSUED FOR FINAL	

PROJECT NO. 22-008

DRAWING NUMBER

CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CG0110.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

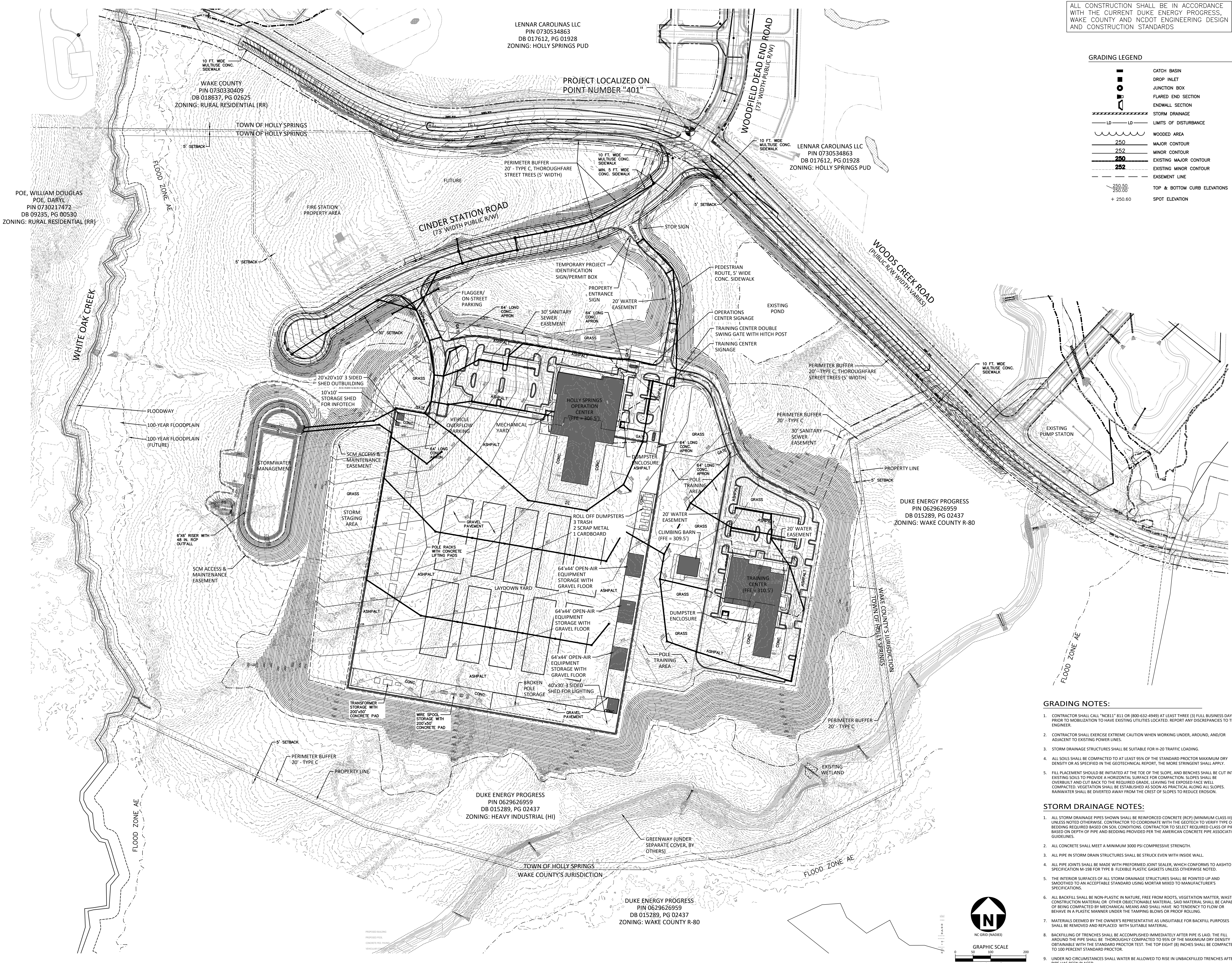
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE

OVERALL GRADING AND STORM DRAINAGE PLAN

SHEET NO.

C3.00



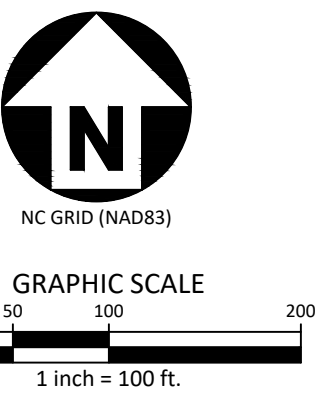
GRADING LEGEND	
	CATCH BASIN
	DROP INLET
	JUNCTION BOX
	FLARED END SECTION
	ENDWALL SECTION
	STORM DRAINAGE
	LIMITS OF DISTURBANCE
	WOODED AREA
	MAJOR CONTOUR
	MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EASEMENT LINE
	TOP & BOTTOM CURB ELEVATIONS
	SPOT ELEVATION

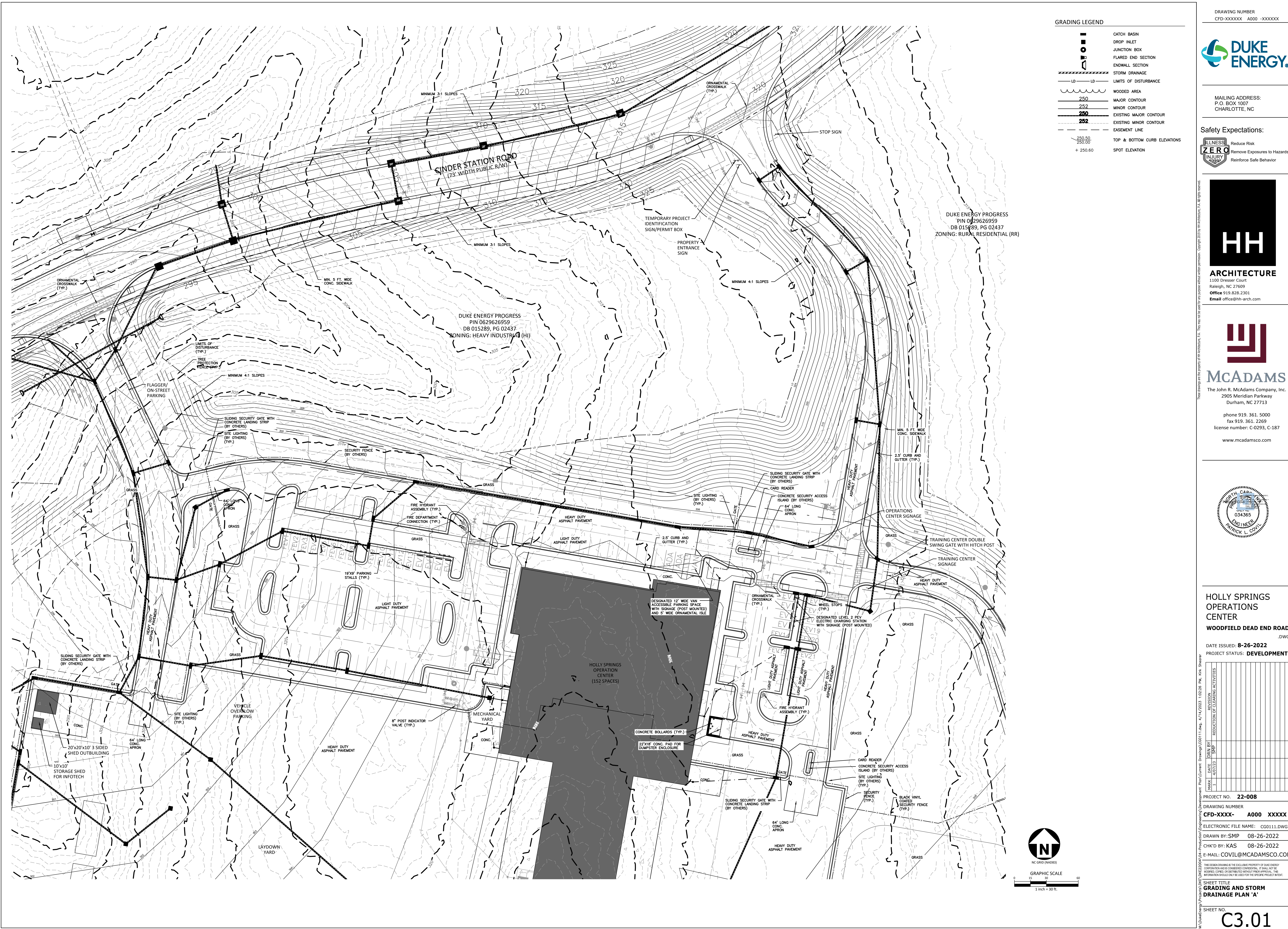
GRADING NOTES:

- CONTRACTOR SHALL CALL "NC817" 813 OR (800-632-4949) AT LEAST THREE (3) FULL BUSINESS DAYS PRIOR TO MOBILIZATION TO HAVE EXISTING UTILITIES LOCATED. REPORT ANY DISCREPANCIES TO THE ENGINEER.
- CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING UNDER, AROUND, AND/OR ADJACENT TO EXISTING POWER LINES.
- STORM DRAINAGE STRUCTURES SHALL BE SUITABLE FOR H-20 TRAFFIC LOADING.
- ALL SOILS SHALL BE COMPACTED TO AT LEAST 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY OR AS SPECIFIED IN THE GEOTECHNICAL REPORT. THE MORE STRINGENT SHALL APPLY.
- FILL PLACEMENT SHOULD BE INITIATED AT THE TOE OF THE SLOPE, AND BENCHES SHALL BE CUT INTO EXISTING SOILS TO PROVIDE A HORIZONTAL SURFACE FOR COMPACTION. SLOPES SHALL BE OVERBUILT AND CUT BACK TO THE REQUIRED GRADE, LEAVING THE EXPOSED FACE WELL COMPACTED. VEGETATION SHALL BE ESTABLISHED AS SOON AS PRACTICAL ALONG ALL SLOPES. RAINWATER SHALL BE DIVERTED AWAY FROM THE CREST OF SLOPES TO REDUCE EROSION.

STORM DRAINAGE NOTES:

- ALL STORM DRAINAGE PIPES SHOWN SHALL BE REINFORCED CONCRETE (RCP) (MINIMUM CLASS III) UNLESS NOTED OTHERWISE. CONTRACTOR TO COORDINATE WITH THE GEOTECHNICAL REPORT TO VERIFY TYPE OF BEDDING REQUIRED BASED ON SOIL CONDITIONS. CONTRACTOR TO SELECT REQUIRED CLASS OF PIPE BASED ON DEPTH OF PIPE AND BEDDING PROVIDED PER THE AMERICAN CONCRETE PIPE ASSOCIATION GUIDELINES.
- ALL CONCRETE SHALL MEET A MINIMUM 3000 PSI COMPRESSIVE STRENGTH.
- ALL PIPE IN STORM DRAIN STRUCTURES SHALL BE STRUCK EVEN WITH INSIDE WALL.
- ALL PIPE JOINTS SHALL BE MADE WITH PREFORMED JOINT SEALER, WHICH CONFORMS TO AASHTO SPECIFICATION M-198 FOR TYPE B FLEXIBLE PLASTIC GASKETS UNLESS OTHERWISE NOTED.
- THE INTERIOR SURFACES OF ALL STORM DRAINAGE STRUCTURES SHALL BE POINTED UP AND SMOOTHED TO AN ACCEPTABLE STANDARD USING MORTAR MIXED TO MANUFACTURER'S SPECIFICATIONS.
- ALL BACKFILL SHALL BE NON-PLASTIC IN NATURE, FREE FROM ROOTS, VEGETATION MATTER, WASTE CONSTRUCTION MATERIAL OR OTHER OBJECTIONABLE MATERIAL. SAID MATERIAL SHALL BE CAPABLE OF BEING COMPACTED BY MECHANICAL MEANS AND SHALL HAVE NO TENDENCY TO FLOW OR BEHAVE IN A PLASTIC MANNER UNDER THE TAMPING BLOWS OR PROOF ROLLING.
- MATERIALS DEEMED BY THE OWNER'S REPRESENTATIVE AS UNSUITABLE FOR BACKFILL PURPOSES SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.
- BACKFILLING OF TRENCHES SHALL BE ACCOMPLISHED IMMEDIATELY AFTER PIPE IS LAID. THE FILL AROUND THE PIPE SHALL BE THOROUGHLY COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY OBTAINABLE WITH THE STANDARD PROCTOR TEST. THE TOP EIGHT (8) INCHES SHALL BE COMPACTED TO 100 PERCENT STANDARD PROCTOR.
- UNDER NO CIRCUMSTANCES SHALL WATER BE ALLOWED TO RISE IN UNBACKFILLED TRENCHES AFTER PIPE HAS BEEN PLACED.
- IF THE USE OF WAFFLE BOXES ARE ALLOWED AT THIS SITE, ALL PENETRATIONS FOR STORM DRAINAGE PIPES MUST BE MADE WITHIN THE KNOCK-OUT PORTION OF THE BOX AND NOT AT THE CORNERS WHERE THE STRUCTURAL INTEGRITY MAY BE COMPROMISED.
- ALL ROOF DRAINS SHALL BE SCHEDULE 80 PVC WITH 2" MINIMUM COVER AT 1.00% MINIMUM SLOPE, UNLESS NOTED OTHERWISE.





GRADING LEGEND

	CATCH BASIN
	DROP INLET
	JUNCTION BOX
	FLARED END SECTION
	ENDWALL SECTION
	STORM DRAINAGE
	LIMITS OF DISTURBANCE
	WOODED AREA
	MAJOR CONTOUR
	MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EASEMENT LINE
	TOP & BOTTOM CURB ELEVATIONS
	SPOT ELEVATION

DRAWING NUMBER
CFD-XXXXX A000 -XXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
ILLNESS Reduce Risk
INJURY Remove Exposures to Hazards
PROPERTY Reinforce Safe Behavior

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license number: C-0293, C-187
www.mcadamsco.com

HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD
DATE ISSUED: **8-26-2022**
PROJECT STATUS: **DEVELOPMENT**

MARK	DATE	BY	DESCRIPTION
1	08/26/22	KAS	REDUCTION OF CLEARING ACTIVITIES

PROJECT NO. **22-008**
DRAWING NUMBER **CFD-XXXXX- A000 XXXXX**
ELECTRONIC FILE NAME: CG0111.DWG
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
GRADING AND STORM DRAINAGE PLAN 'A'

SHEET NO.
C3.01

1 INCH = 30 FT.

GRAPHIC SCALE

0 10 20 30

1 INCH = 30 FT.



GRADING LEGEND	
	CATCH BASIN
	DROP INLET
	JUNCTION BOX
	FLARED END SECTION
	ENDWALL SECTION
	STORM DRAINAGE
	LIMITS OF DISTURBANCE
	WOODED AREA
	MAJOR CONTOUR
	MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EASEMENT LINE
	TOP & BOTTOM CURB ELEVATIONS
	SPOT ELEVATION

DRAWING NUMBER
CFD-XXXXX A000 -XXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
Reduce Risk
Remove Exposures to Hazards
Reinforce Safe Behavior

HH
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www.mcadamscsco.com

HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD
.DWG

DATE ISSUED: 8-26-2022
PROJECT STATUS: DEVELOPMENT

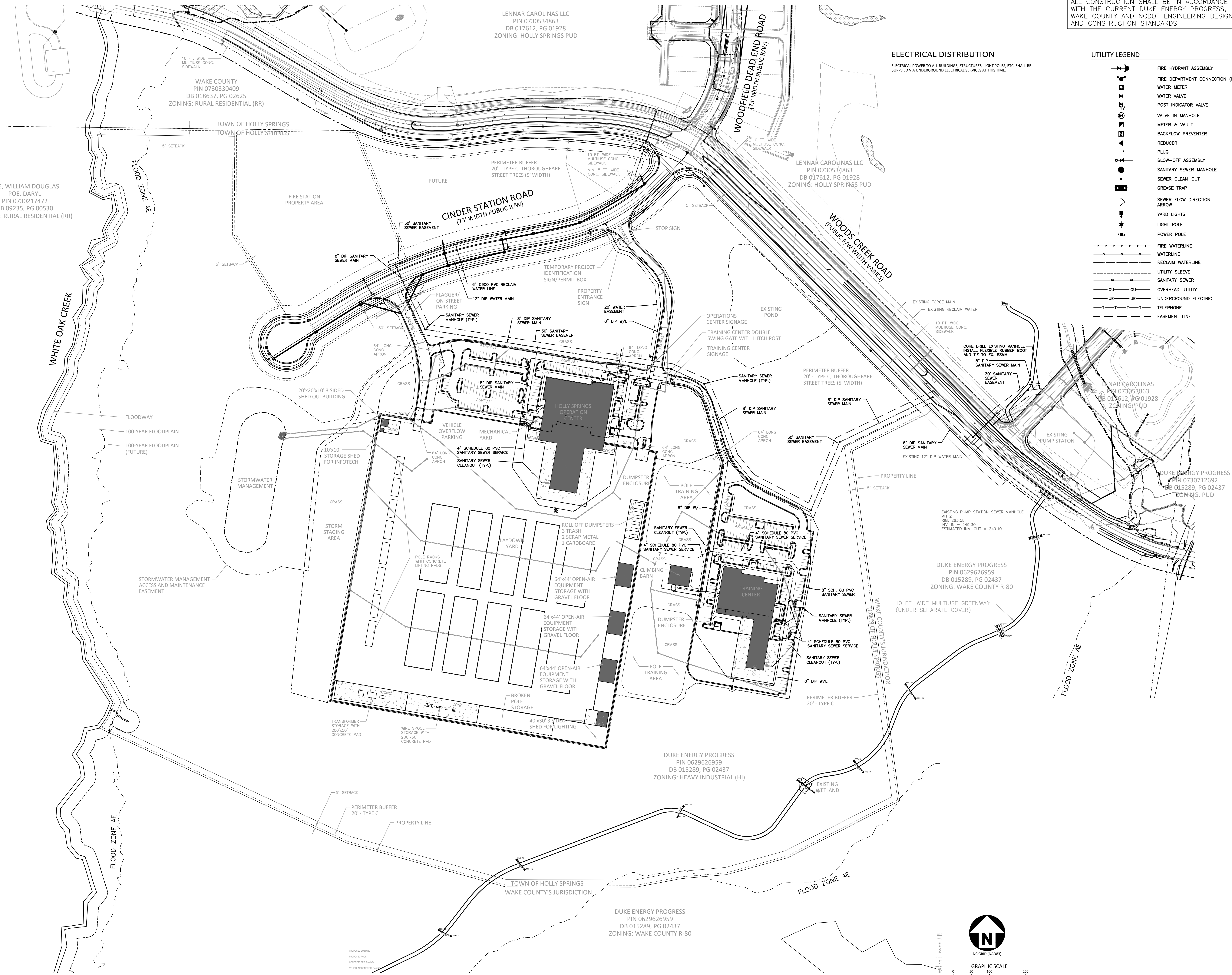
MARK	DATE	BY	DESCRIPTION
1	08/26/22	KAS	REDUCTION OF CLEANING ACTIVITIES

PROJECT NO. 22-008
DRAWING NUMBER CFD-XXXX- A000 XXXXX
ELECTRONIC FILE NAME: CG0112.DWG
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

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SHEET TITLE
GRADING AND STORM
DRAINAGE PLAN 'B'

SHEET NO.



ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT DUKE ENERGY PROGRESS, WAKE COUNTY AND NCDOT ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

ELECTRICAL DISTRIBUTION

ELECTRICAL POWER TO ALL BUILDINGS, STRUCTURES, LIGHT POLES, ETC. SHALL BE SUPPLIED VIA UNDERGROUND ELECTRICAL SERVICES AT THIS TIME.

UTILITY LEGEND

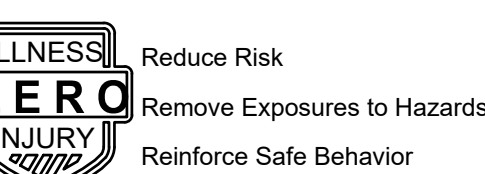
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- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW-OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN-OUT
- GREASE TRAP
- SEWER FLOW DIRECTION
- ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- FIRE WATERLINE
- WATERLINE
- RECLAIM WATERLINE
- UTILITY SLEEVE
- SANITARY SEWER
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC
- TELEPHONE
- EASEMENT LINE

DRAWING NUMBER
CFD-XXXXXX A000 -XXXXXX



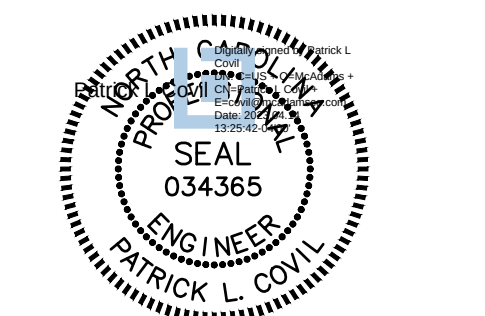
MAILING ADDRESS:
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CHARLOTTE, NC

Safety Expectations:



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www.mcadamsco.com



HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

DATE	BY	DESCRIPTION
08/26/22	KAS	ISSUED FOR PERMIT
08/26/22	KAS	ISSUED FOR CONSTRUCTION
08/26/22	KAS	ISSUED FOR AS-BUILT

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CU0110.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

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SHEET TITLE
OVERALL
UTILITY PLAN

SHEET NO.

C4.00

Page 126 of 373





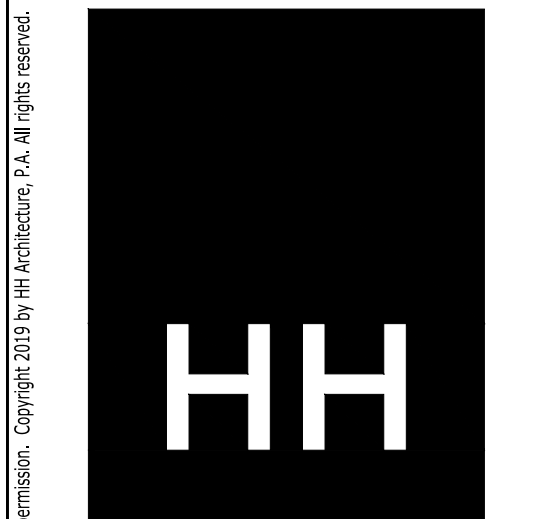
UTILITY LEGEND	
	FIRE HYDRANT ASSEMBLY
	FIRE DEPARTMENT CONNECTION (FDC)
	WATER METER
	WATER VALVE
	POST INDICATOR VALVE
	VALVE IN MANHOLE
	METER & VAULT
	BACKFLOW PREVENTER
	REDUCER
	PLUG
	BLOW-OFF ASSEMBLY
	SANITARY SEWER MANHOLE
	GREASE TRAP
	SEWER CLEAN-OUT
	SEWER FLOW DIRECTION ARROW
	YARD LIGHTS
	POWER POLE
	FIRE WATERLINE
	WATERLINE
	RECLAIM WATERLINE
	UTILITY SLEEVE
	SANITARY SEWER
	OVERHEAD UTILITY
	UNDERGROUND ELECTRIC
	TELEPHONE
	EASEMENT LINE

DRAWING NUMBER
CFD-XXXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



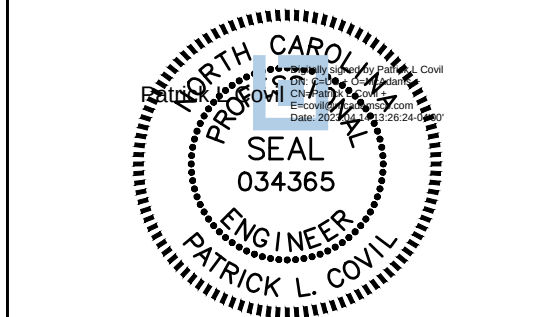
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Office 919.828.2301
Email office@hh-arch.com



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license number: C-0293, C-187

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HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

REVISION	
NO.	DESCRIPTION
1	REDUCTION OF CLEARING ACTIVITIES
2	SM
3	SM
4	SM
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PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CU0112.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVILL@MCADAMSCO.COM

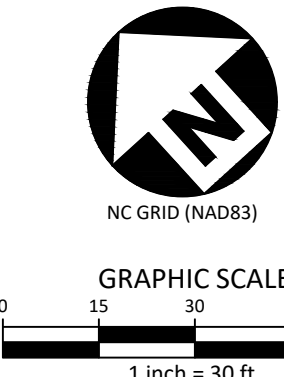
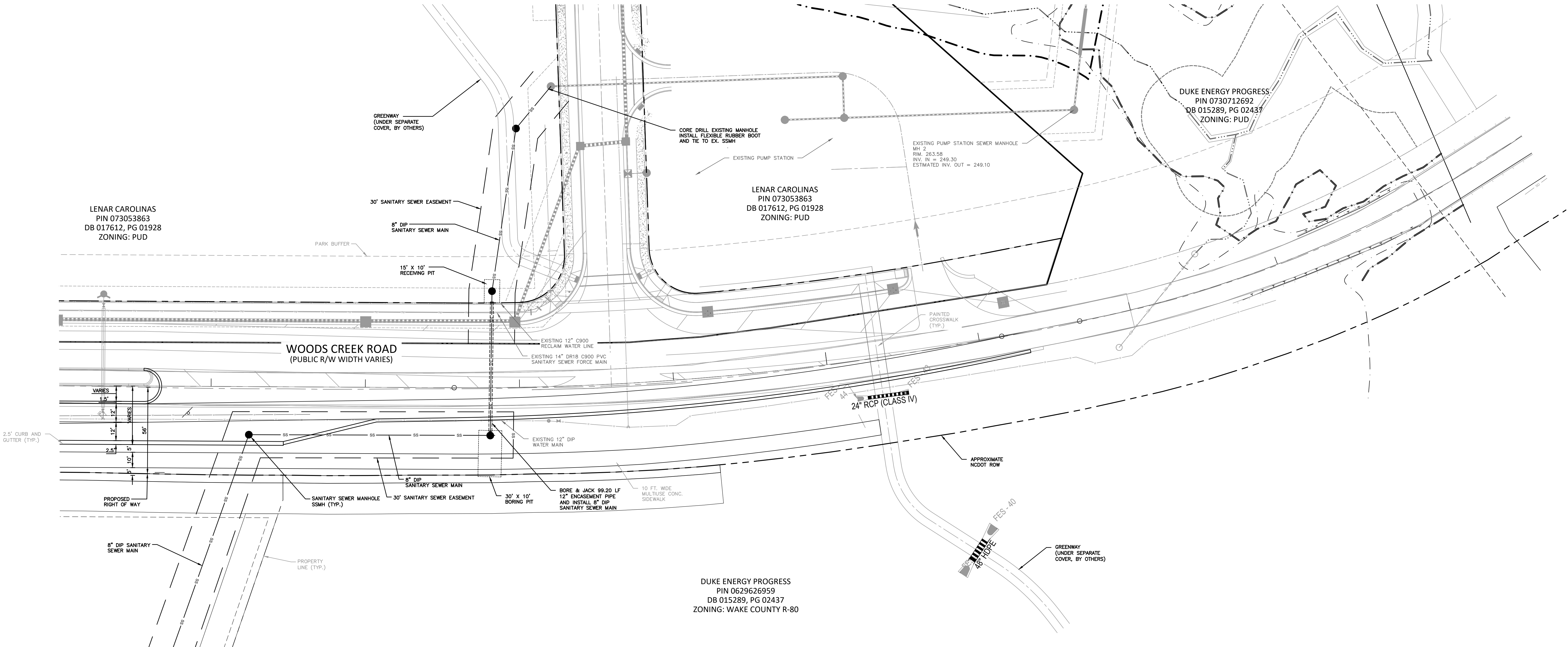
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SHEET TITLE
UTILITY
PLAN 'B'

SHEET NO.

C4.02

- UTILITY LEGEND
- FIRE HYDRANT ASSEMBLY
 - FIRE DEPARTMENT CONNECTION (FDC)
 - WATER METER
 - WATER VALVE
 - POST INDICATOR VALVE
 - VALVE IN MANHOLE
 - METER & VAULT
 - BACKFLOW PREVENTER
 - REDUCER
 - PLUG
 - BLOW-OFF ASSEMBLY
 - SANITARY SEWER MANHOLE
 - SEWER CLEAN-OUT
 - GREASE TRAP
 - SEWER FLOW DIRECTION ARROW
 - YARD LIGHTS
 - LIGHT POLE
 - POWER POLE
 - FIRE WATERLINE
 - WATERLINE
 - RECLAIM WATERLINE
 - UTILITY SLEEVE
 - SANITARY SEWER
 - OVERHEAD UTILITY
 - UNDERGROUND ELECTRIC
 - TELEPHONE
 - EASEMENT LINE



DRAWING NUMBER
CFD-XXXXX A000 -XXXXX

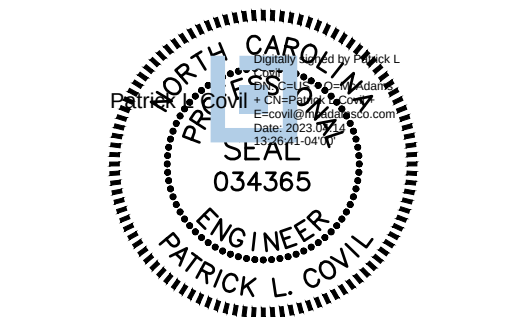
DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
ILLNESS Reduce Risk
ZERO INJURY Remove Exposures to Hazards
REINFORCE Safe Behavior

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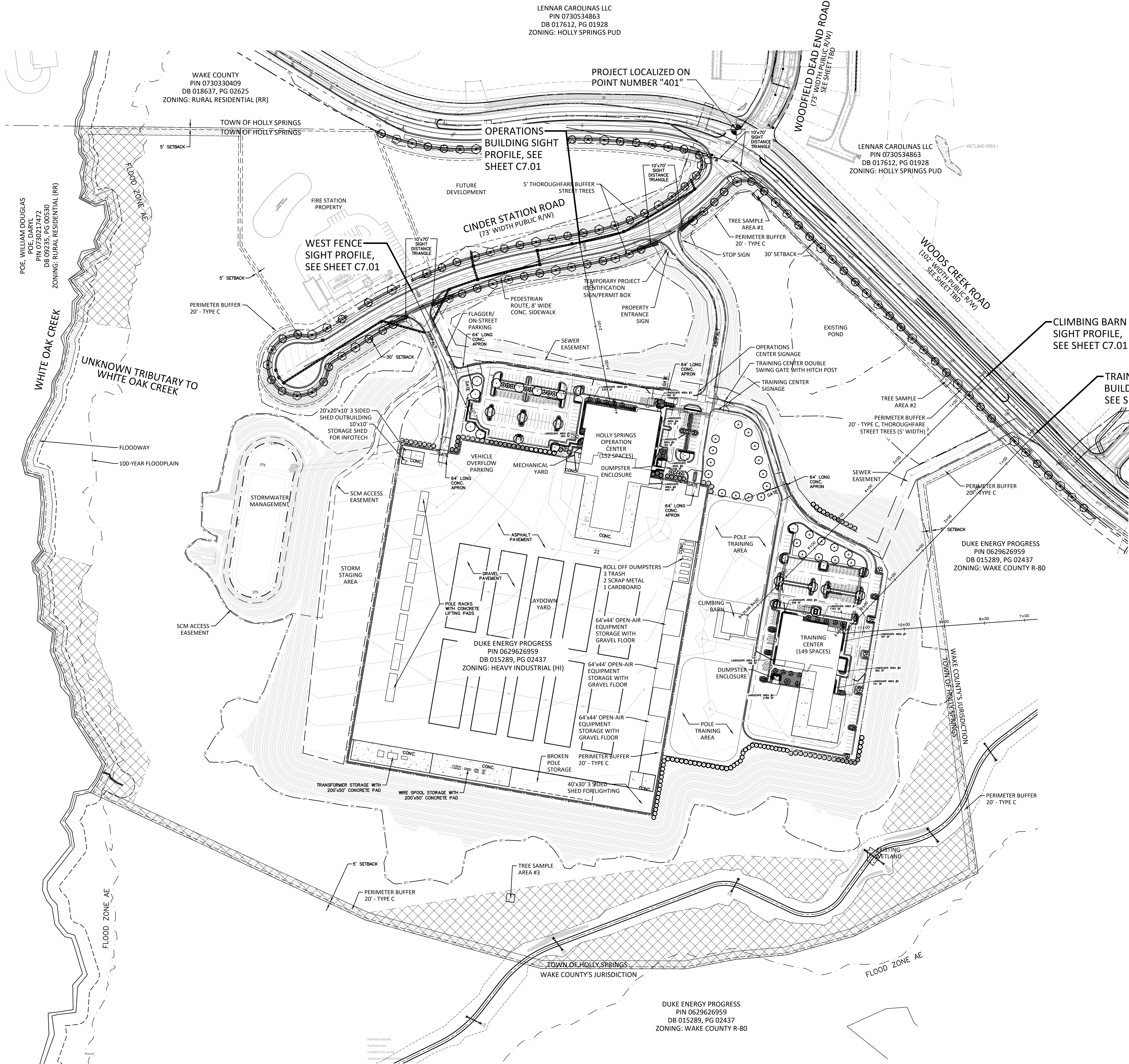


HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: 8-26-2022
PROJECT STATUS: DEVELOPMENT

MARK	DATE	DESCRIPTION
1	08/26/22	ISSUED FOR PERMIT
2	08/26/22	ISSUED FOR PERMIT
3	08/26/22	ISSUED FOR PERMIT
4	08/26/22	ISSUED FOR PERMIT
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PROJECT NO. 22-008
DRAWING NUMBER CFD-XXXX- A000 XXXXX
ELECTRONIC FILE NAME: CU0113.DWG
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM
SHEET TITLE UTILITY PLAN 'C'
SHEET NO. C4.03



LANDSCAPE LEGEND	
	5' THOROUGHFARE BUFFER
	20' TYPE C PERIMETER BUFFER
	FOUNDATION LANDSCAPE AREA
	SIGHT DISTANCE TRIANGLE
	TREE PRESERVATION 9.01 AC

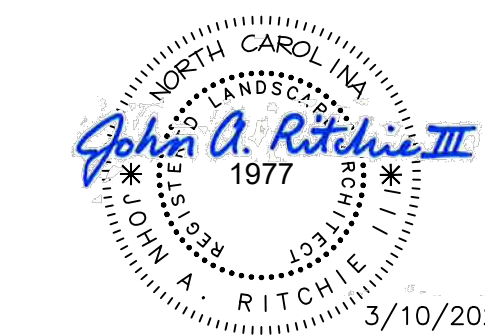


DRAWING NUMBER
CFD-XXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

MARK	DATE	DESCRIPTION
1	08/26/2022	REDUCTION OF CLEARING ACTIVITIES
2	08/26/2022	SM
3	08/26/2022	SM
4	08/26/2022	SM
5	08/26/2022	SM
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PROJECT NO. 22-008

DRAWING NUMBER

CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: C7000.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE

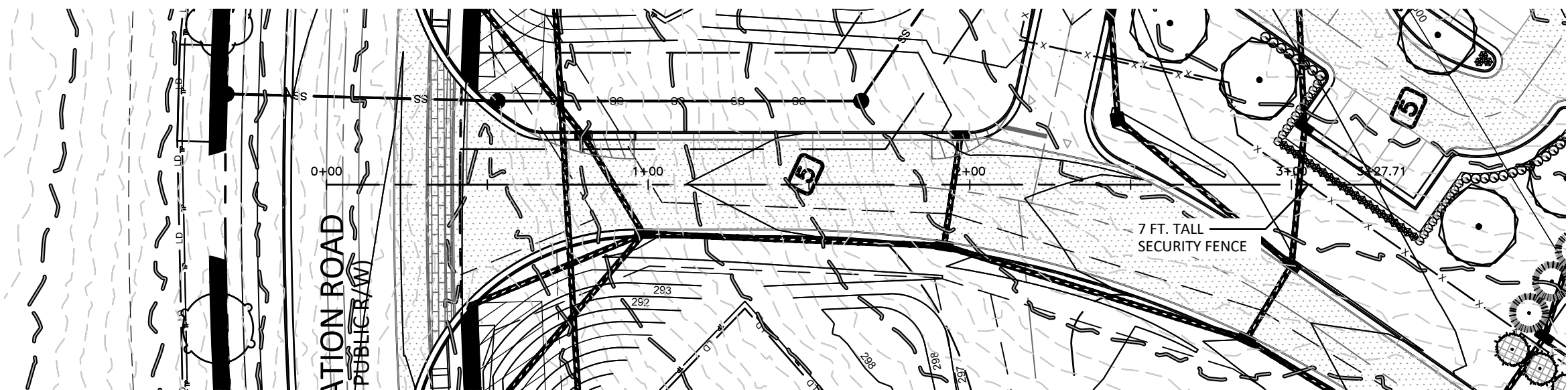
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SIGHT PLAN

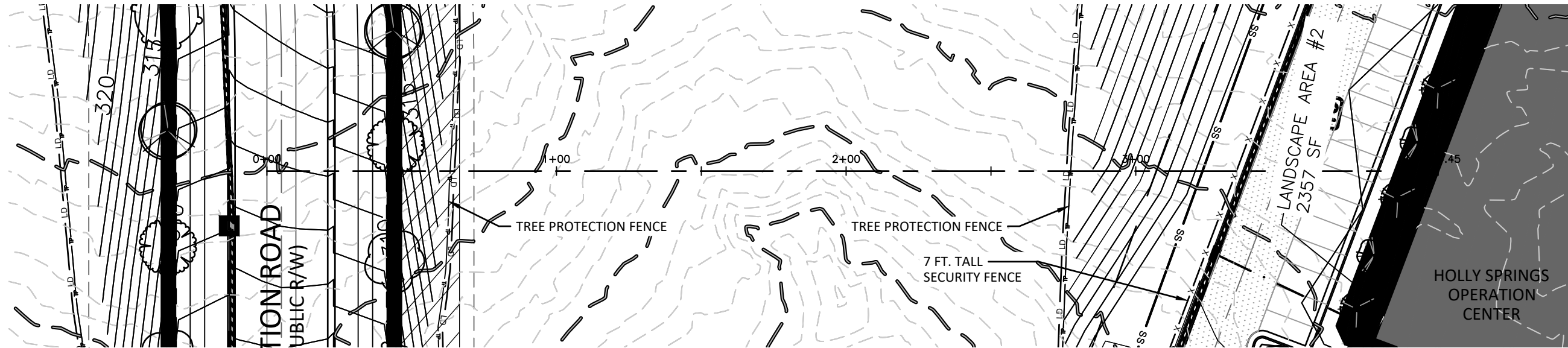
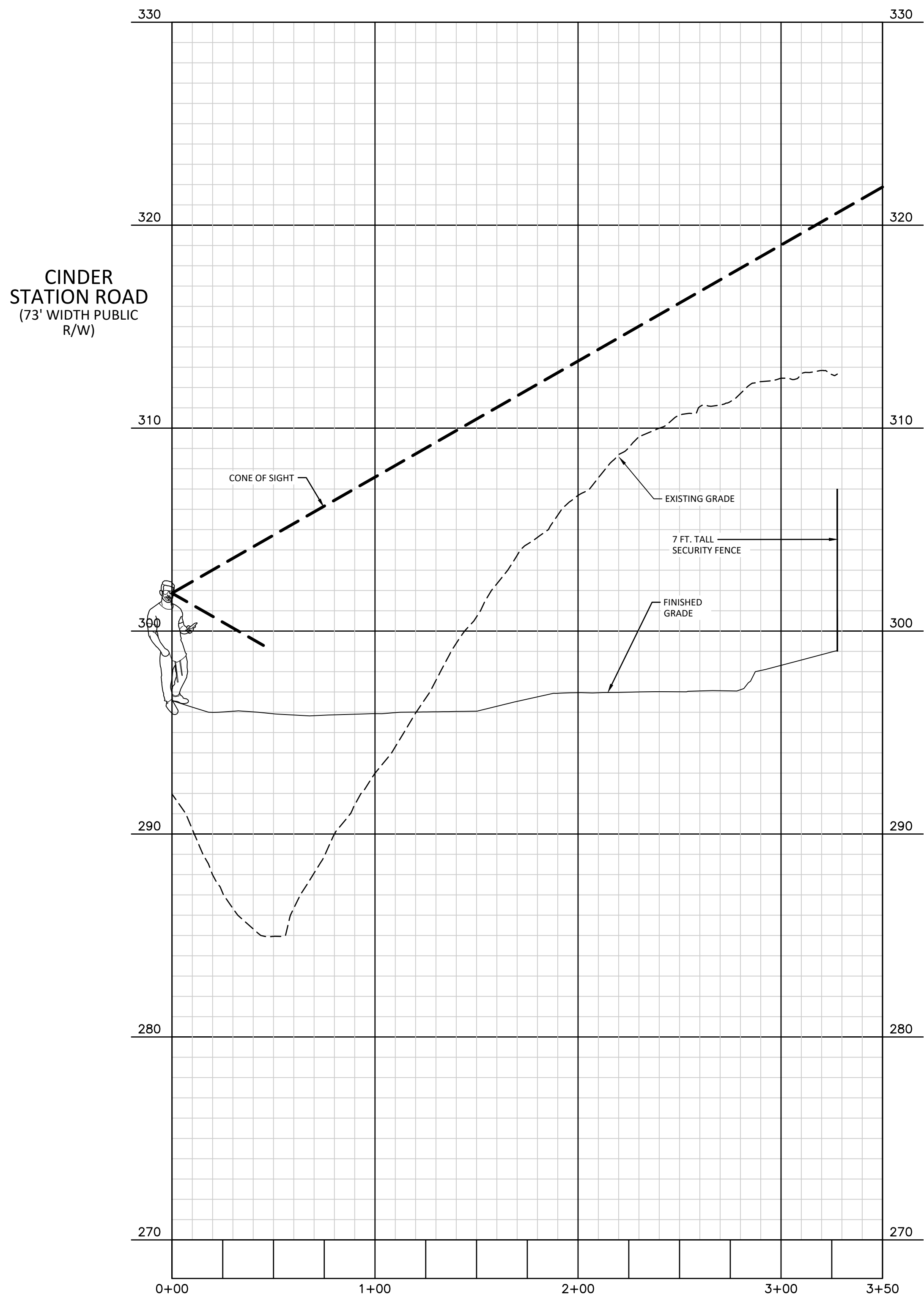
SHEET NO.

C7.00

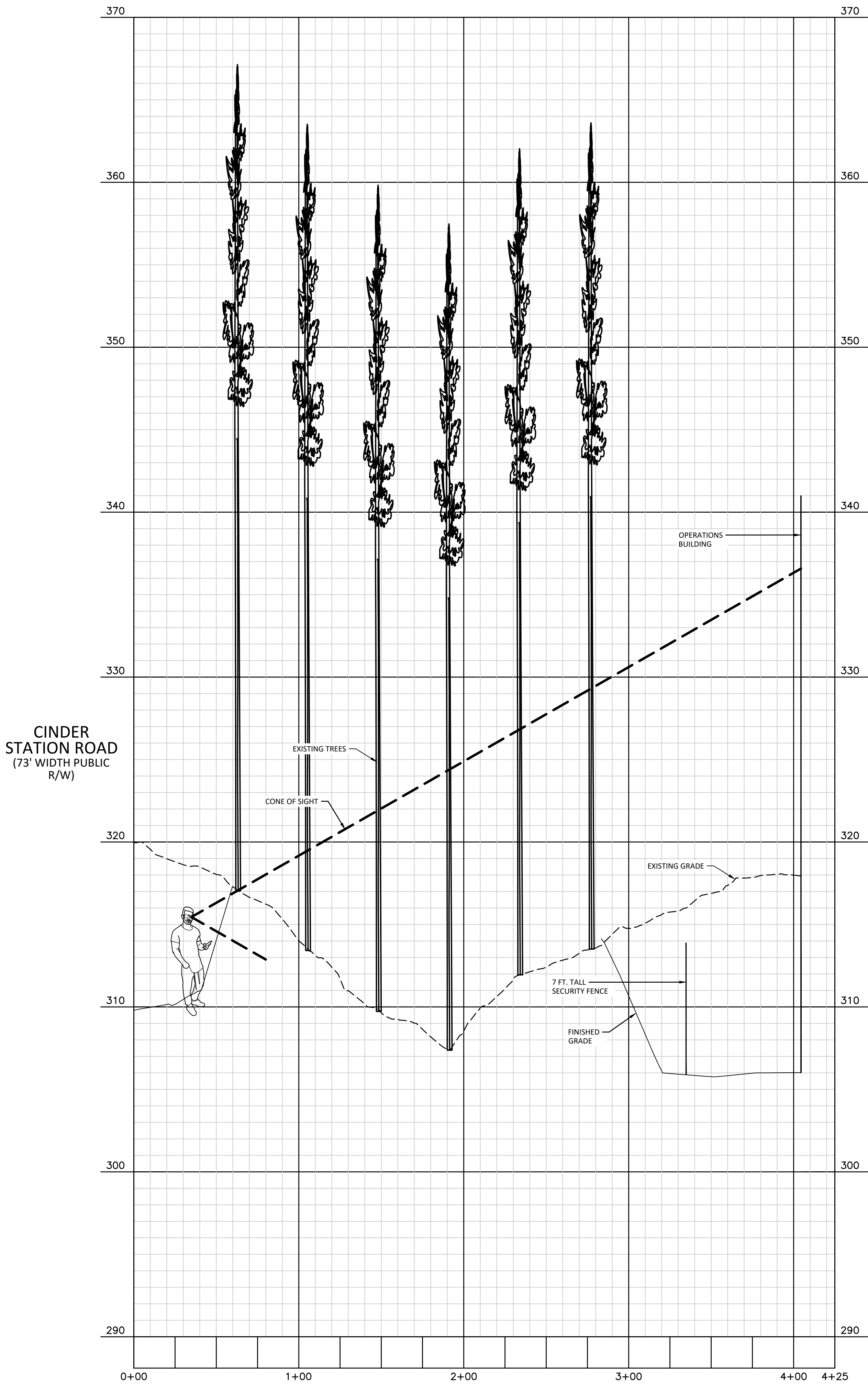
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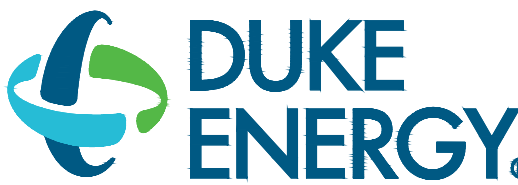
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OPERATIONS BUILDING

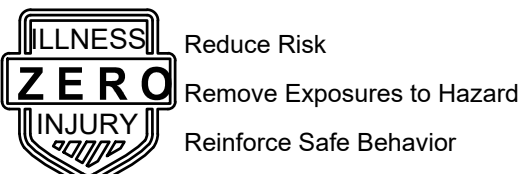


DRAWING NUMBER
CFD-XXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD
.DWG

DATE ISSUED: 8-26-2022
PROJECT STATUS: DEVELOPMENT

MARK	DATE	BY	REVISION
1	8/26/22	SMP	REDUCTION OF EXISTING ACTIVITIES

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

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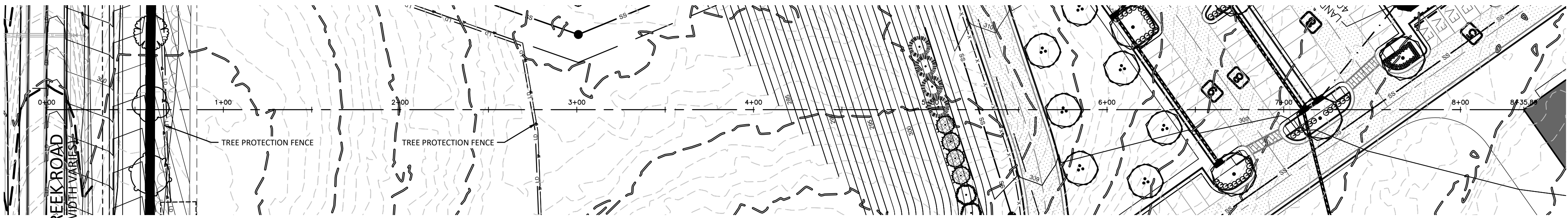
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CHK'D BY: KAS 08-26-2022

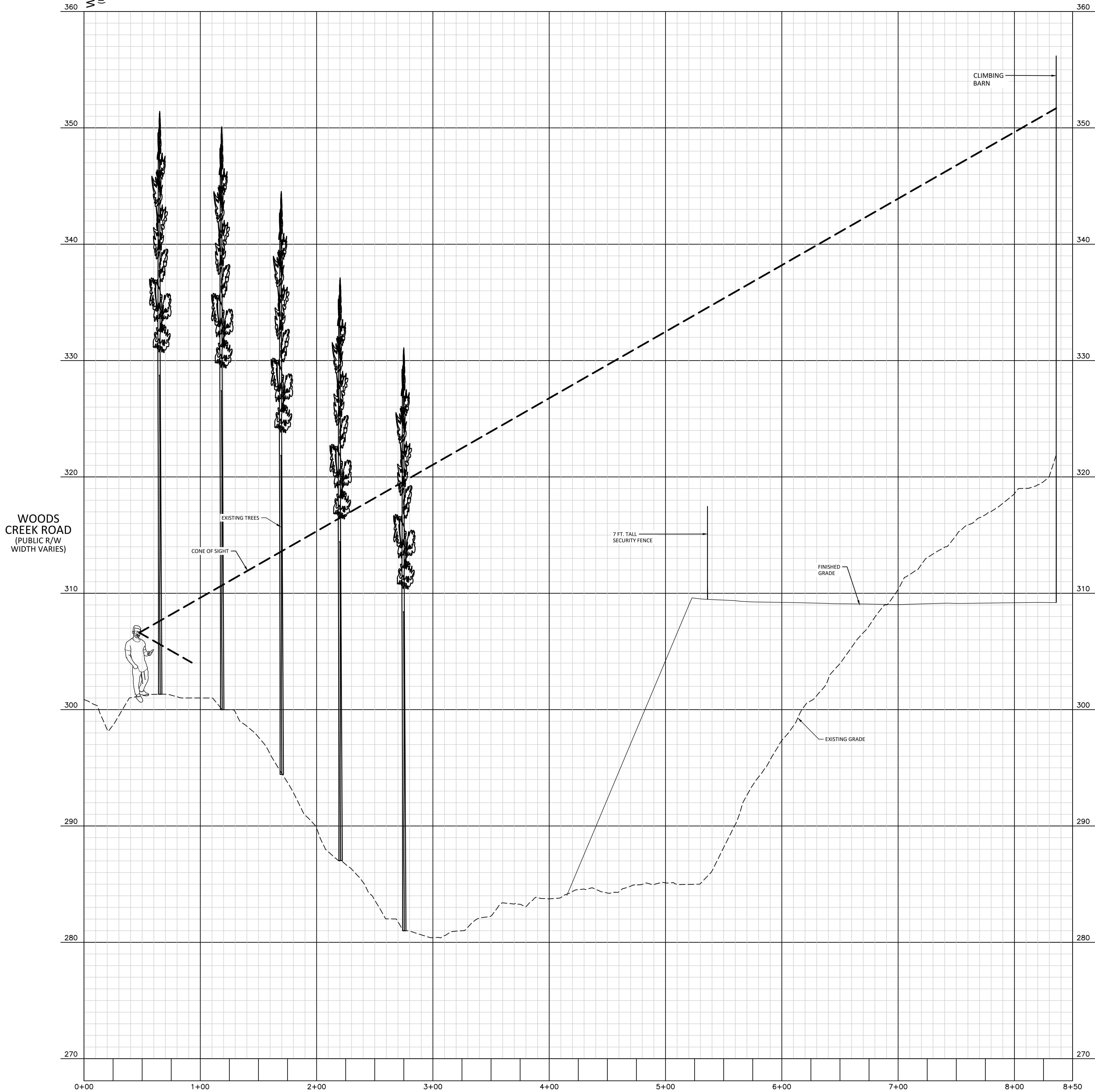
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
SIGHT PLAN AND PROFILE
WEST FENCE AND
OPERATIONS BUILDING
SHEET NO.

C7.01
Page 132 of 373



CLIMBING BARN

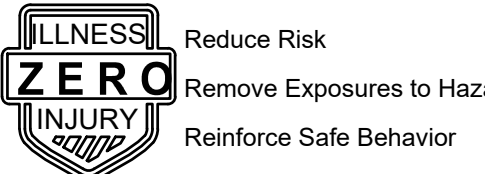


DRAWING NUMBER
CFD-XXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

.DWG

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

MARK	DATE	BY	REVISION
1	8/26/22	SMP	REDUCTION OF EXISTING ACTIVITIES

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

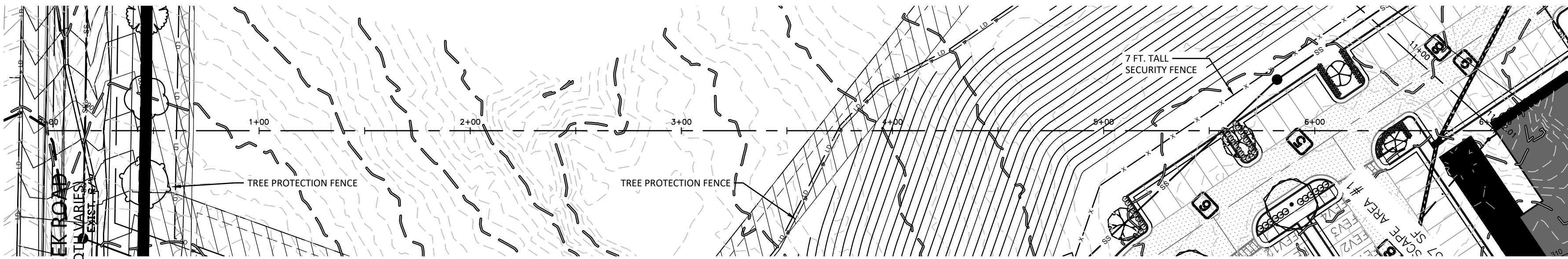
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
SIGHT PLAN AND PROFILE
CLIMBING BARN

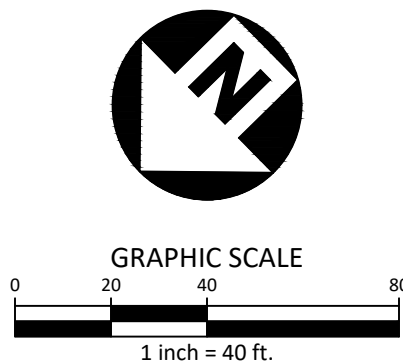
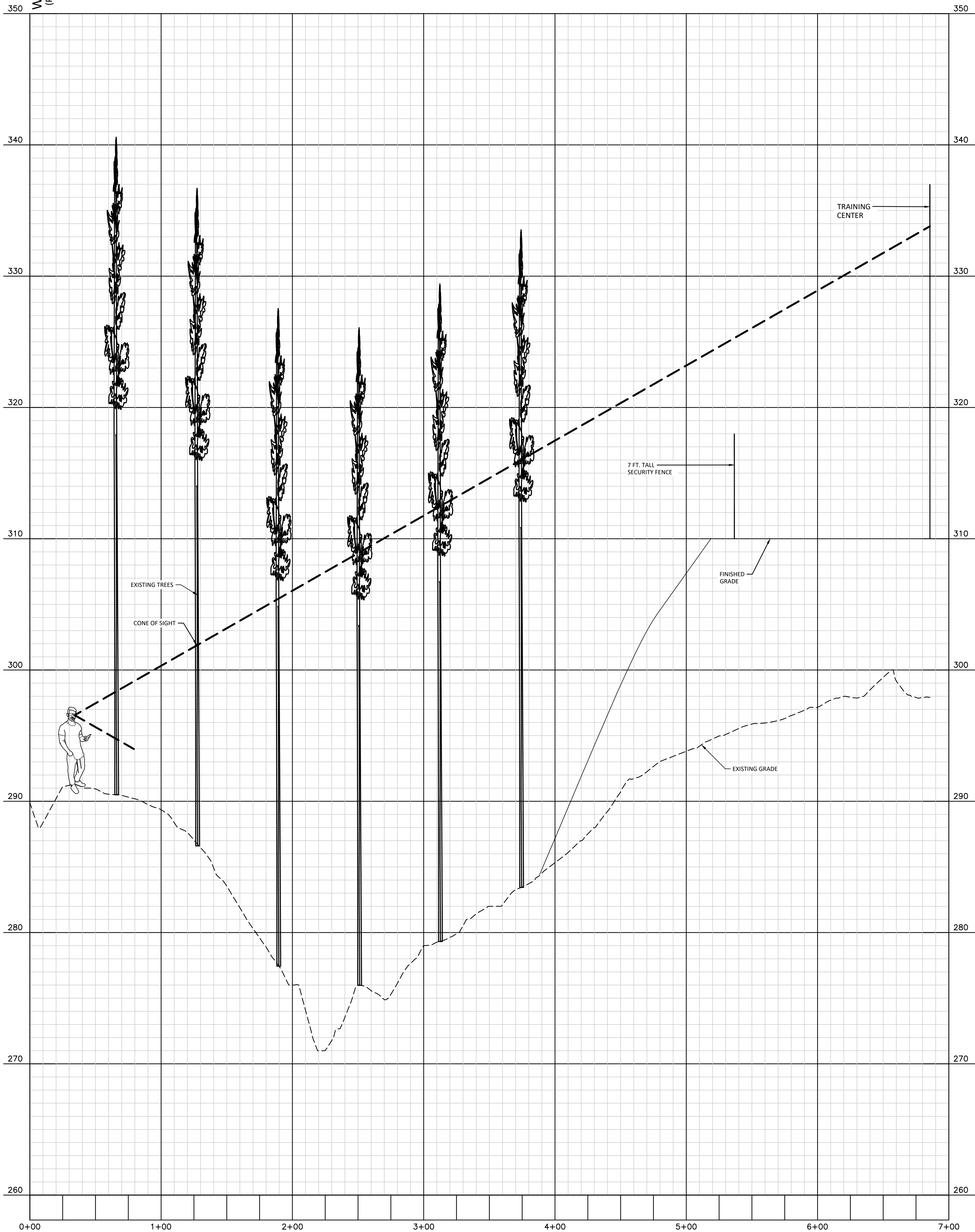
SHEET NO.

C7.02

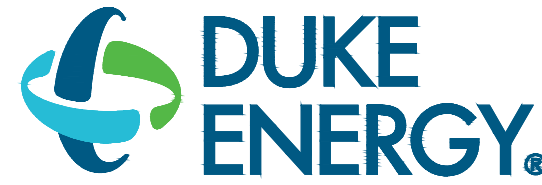
Page 133 of 373



TRAINING CENTER-1

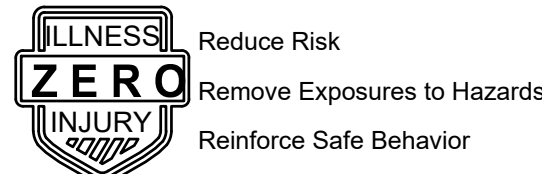


DRAWING NUMBER
CFD-XXXXX A000 -XXXXX



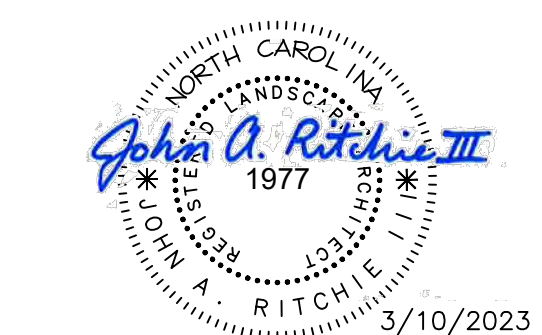
MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



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1100 Dresser Court
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license number: C-0293, C-187
www.mcadamsco.com



HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 8-26-2022
PROJECT STATUS: DEVELOPMENT

MARK	DATE	DESCRIPTION
1	08/26/22	DESIGN
2	08/26/22	REVISION
3	08/26/22	REVISION
4	08/26/22	REVISION
5	08/26/22	REVISION
6	08/26/22	REVISION
7	08/26/22	REVISION
8	08/26/22	REVISION
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16	08/26/22	REVISION
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20	08/26/22	REVISION

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

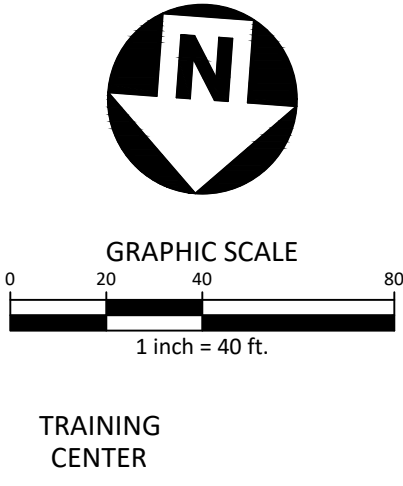
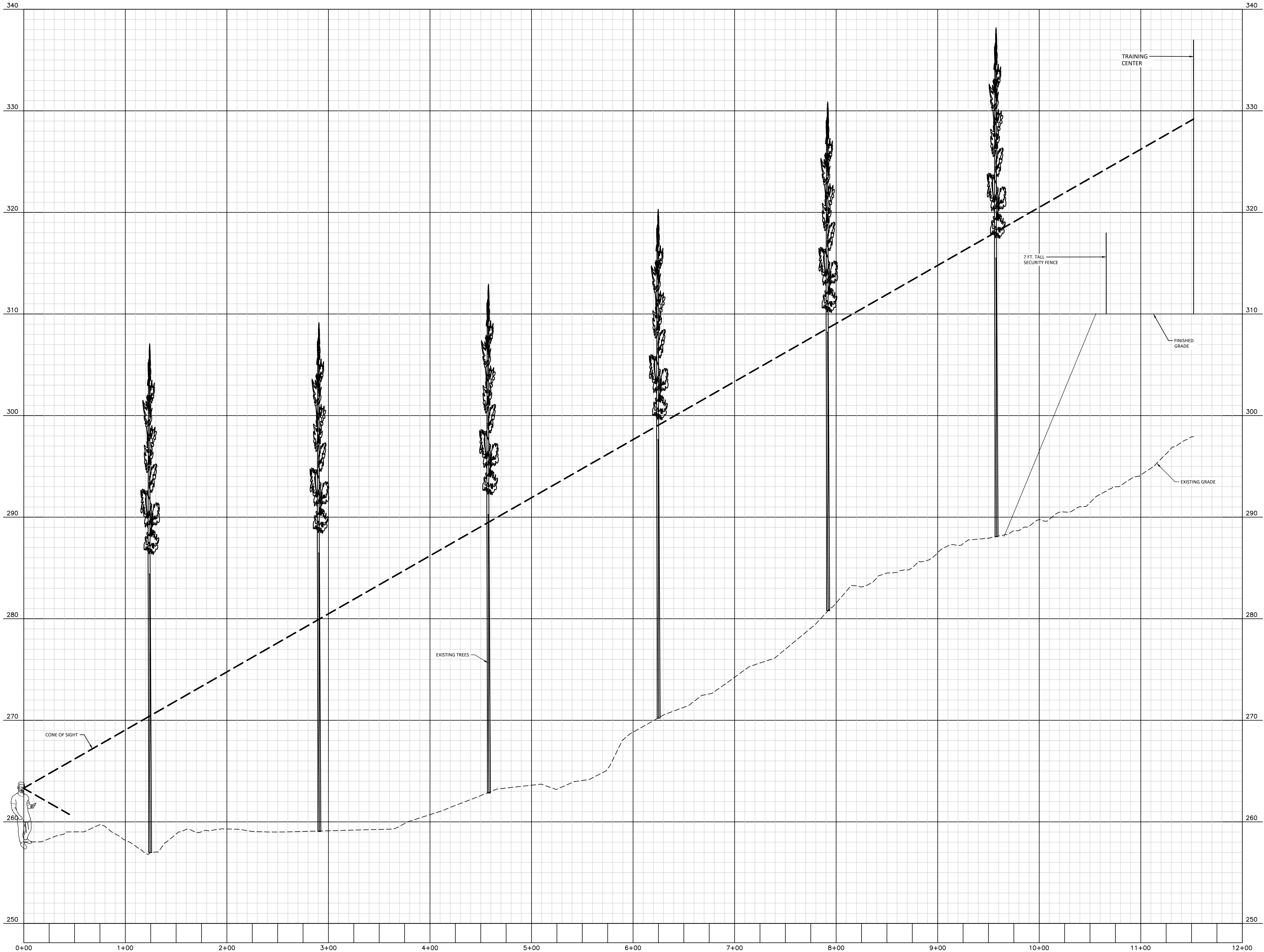
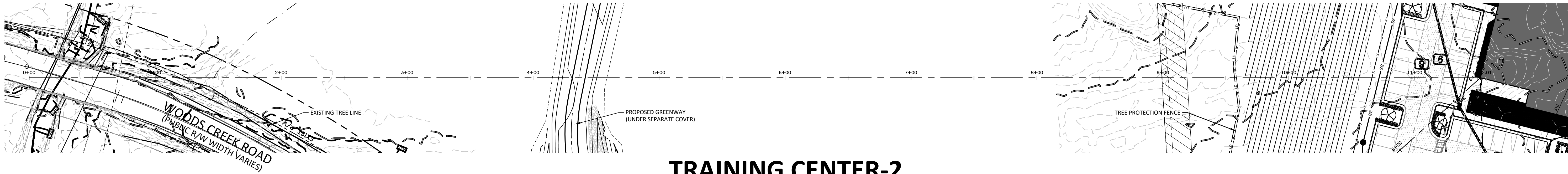
E-MAIL: COVIL@MCADAMSCO.COM

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SHEET TITLE
SIGHT PLAN AND PROFILE
TRAINING CENTER 1

SHEET NO.

C7.03



DRAWING NUMBER
CFD-XXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:

ILLNESS Reduce Risk
ZERO Remove Exposures to Hazards
INJURY Reinforce Safe Behavior



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license number: C-0293, C-187
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HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

.DWG

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

MARK	DATE	DESCRIPTION
1	08/26/2022	ISSUED FOR CONSTRUCTION
2	08/26/2022	REDUCTION OF CLEARING ACTIVITIES
3	08/26/2022	SM

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:

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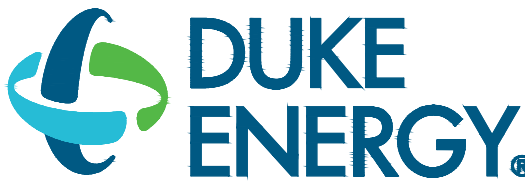
CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
SIGHT PLAN AND PROFILE
TRAINING CENTER 2

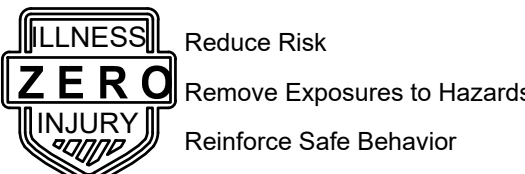
SHEET NO.

C7.04



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



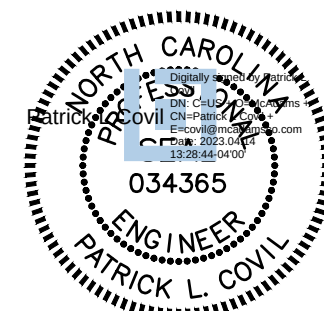
1100 Dresser Court
Raleigh, NC 27609
Office 919.828.2301
Email office@hh-arch.com



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HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

MARK	DATE	BY	DESCRIPTION
1	4/07/23	SMP	REDUCTION OF CLEARING ACTIVITIES

PROJECT NO. 22-008

DRAWING NUMBER

CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

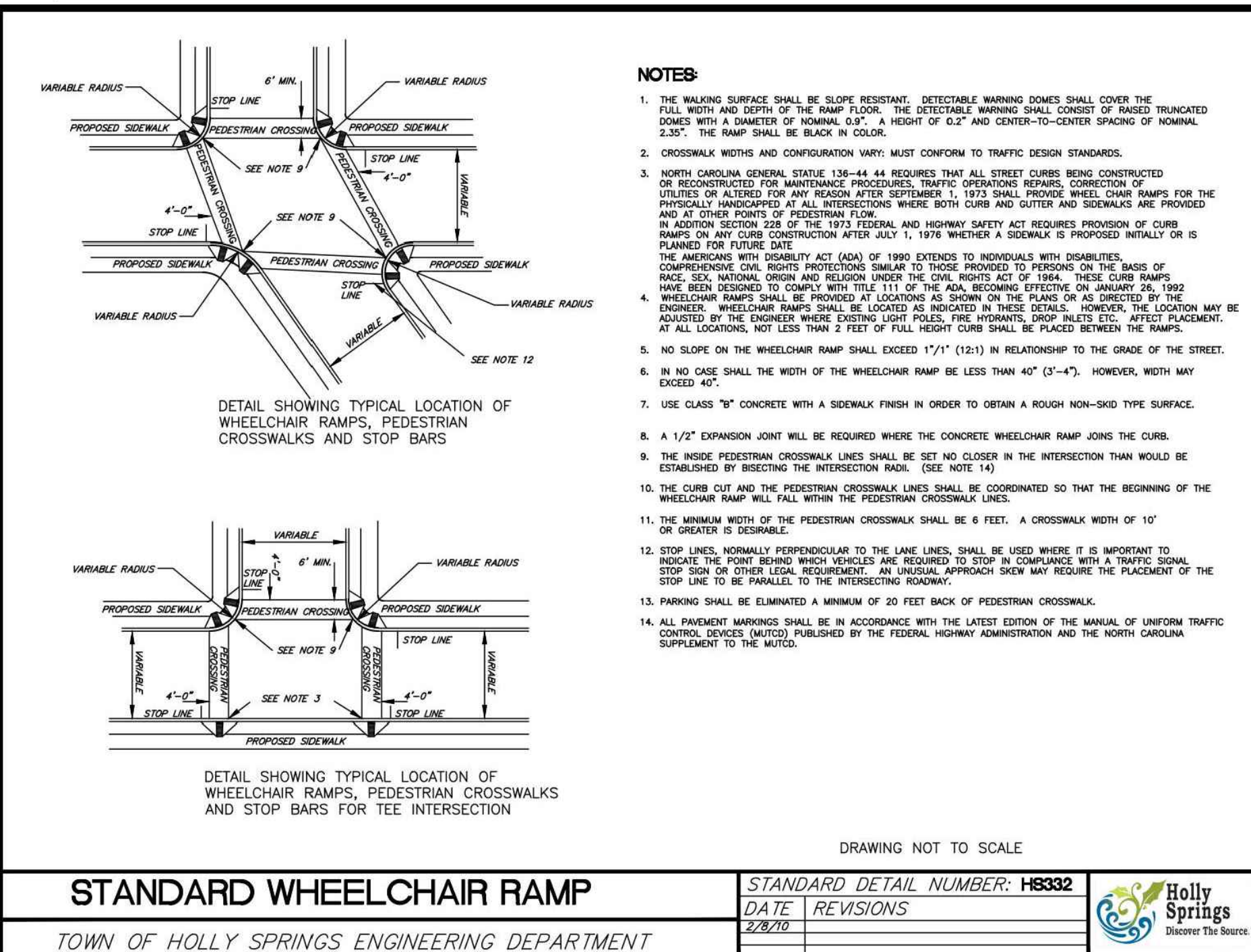
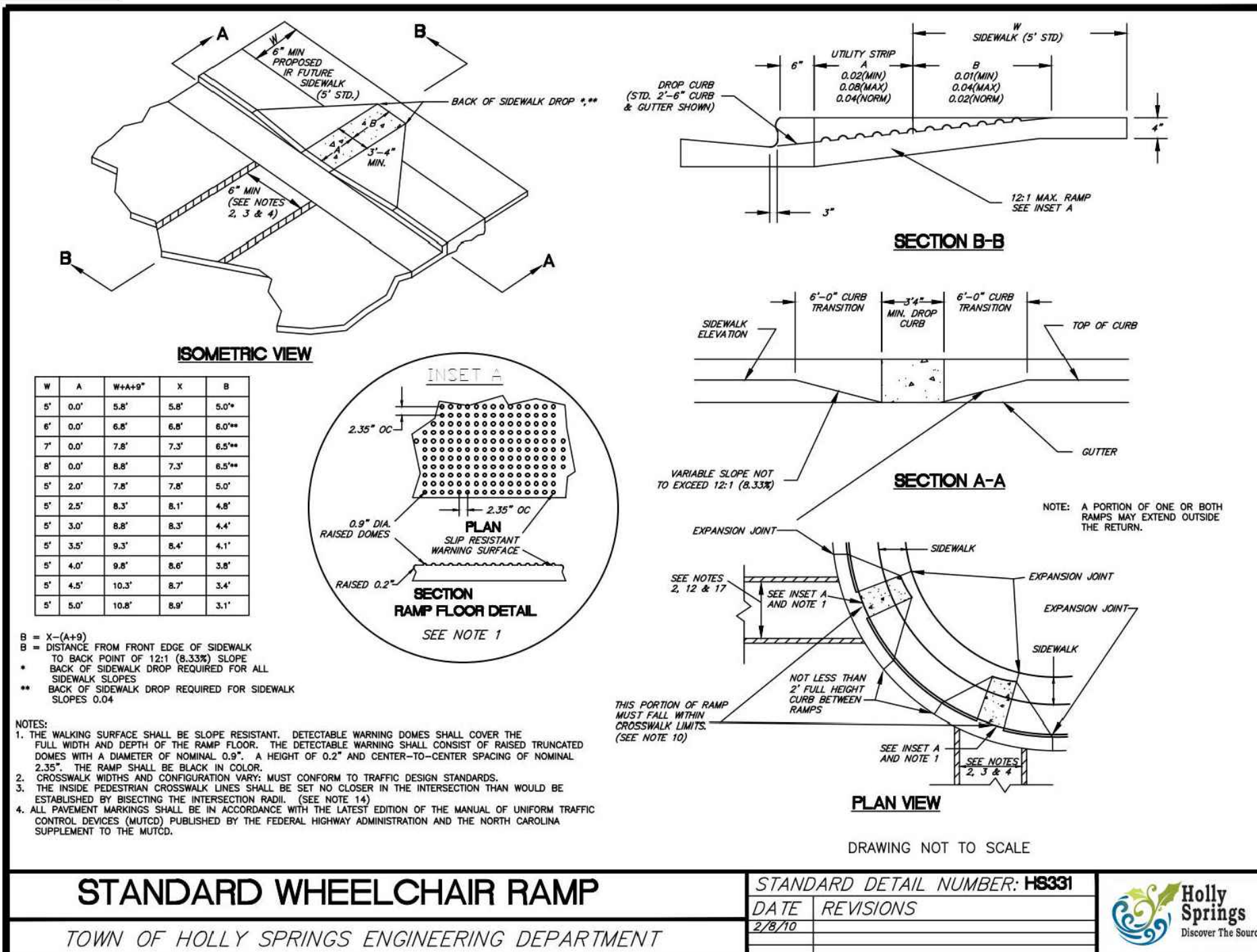
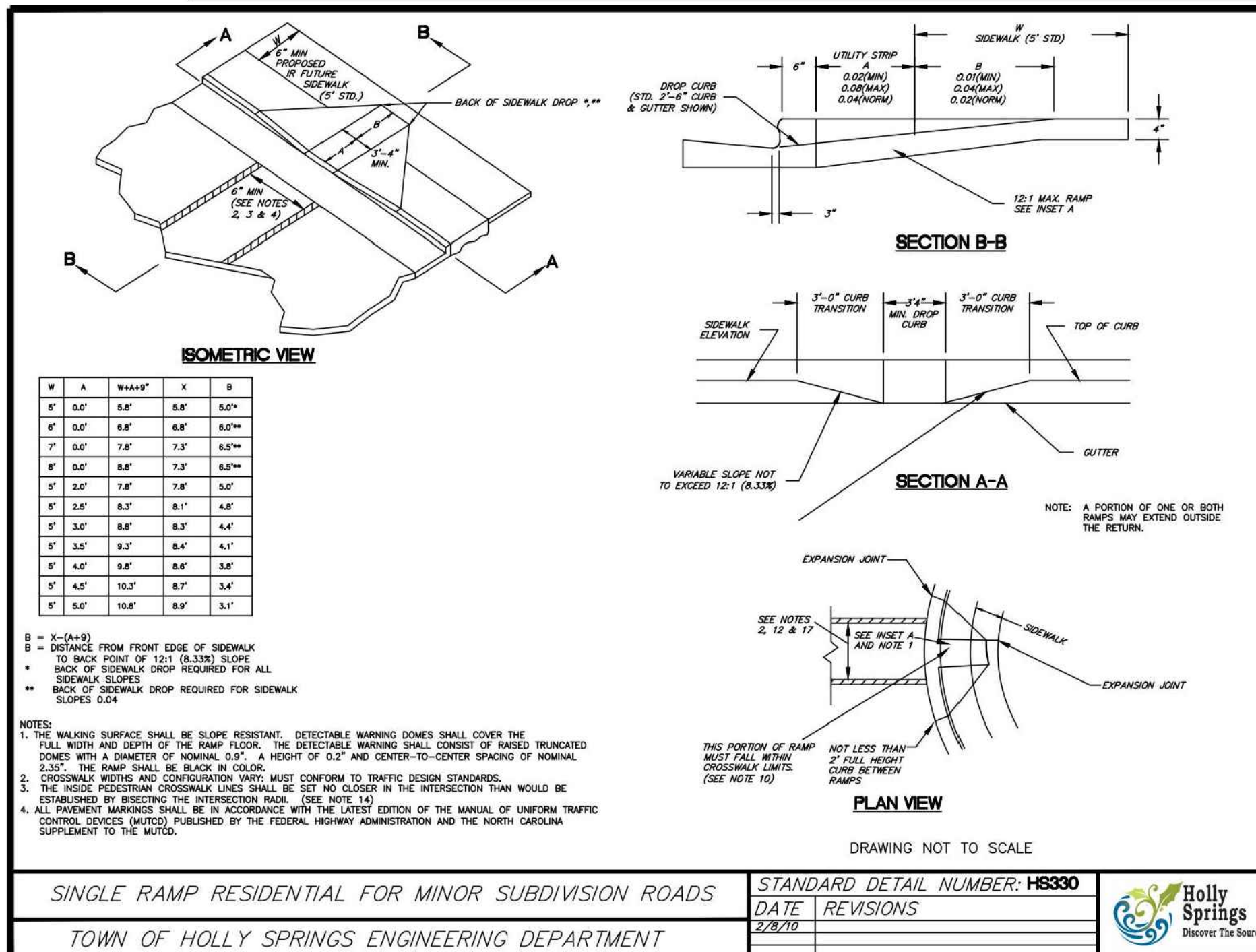
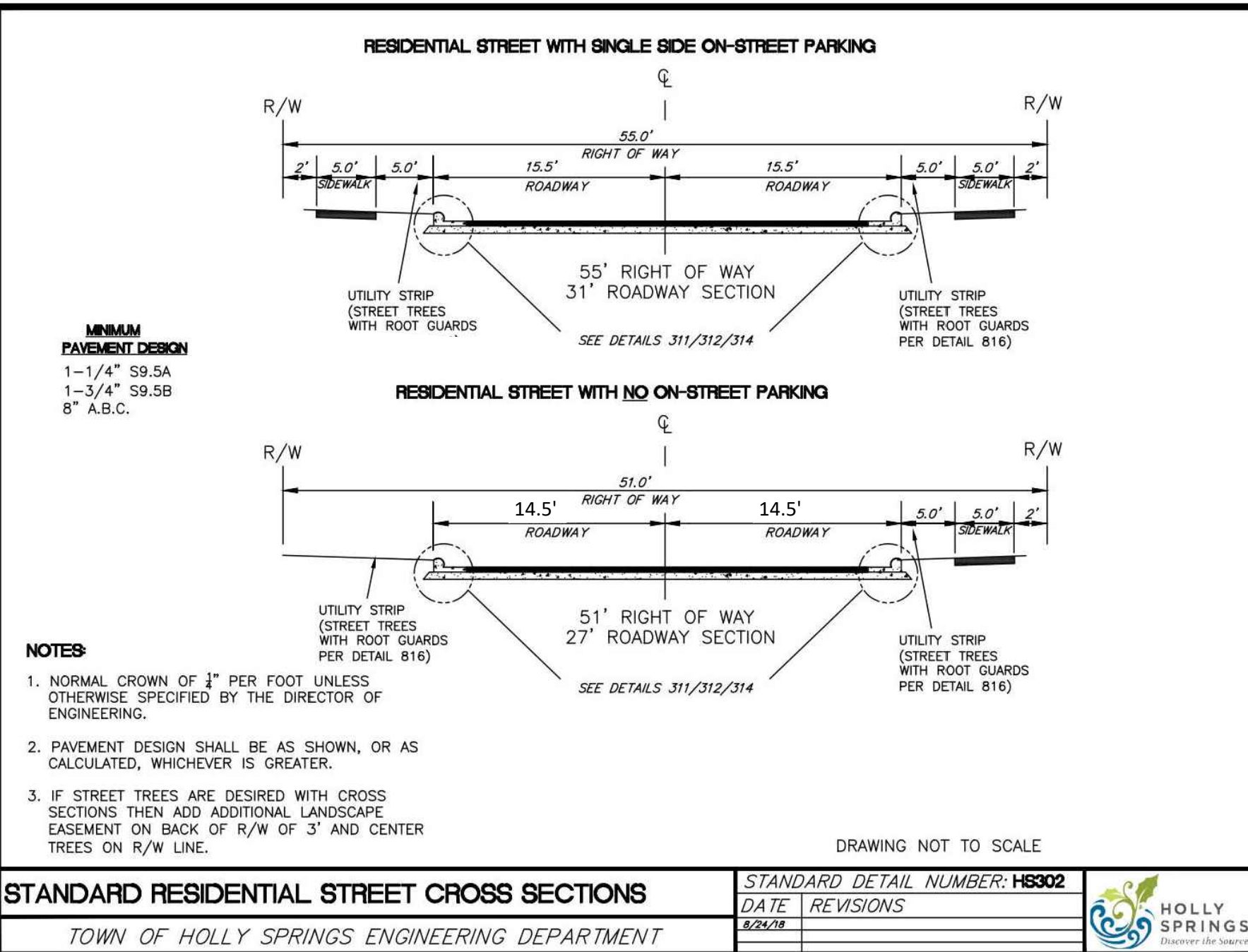
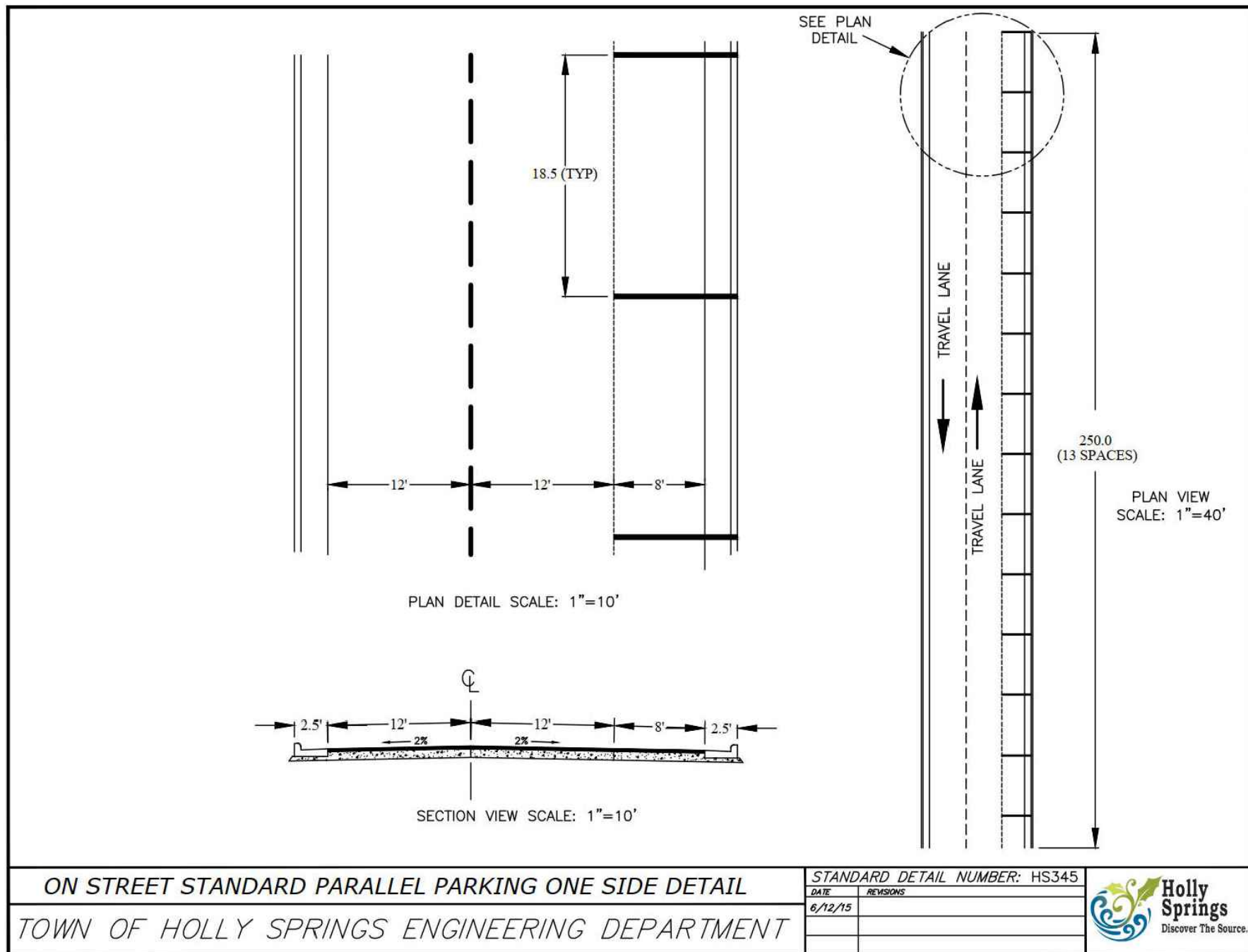
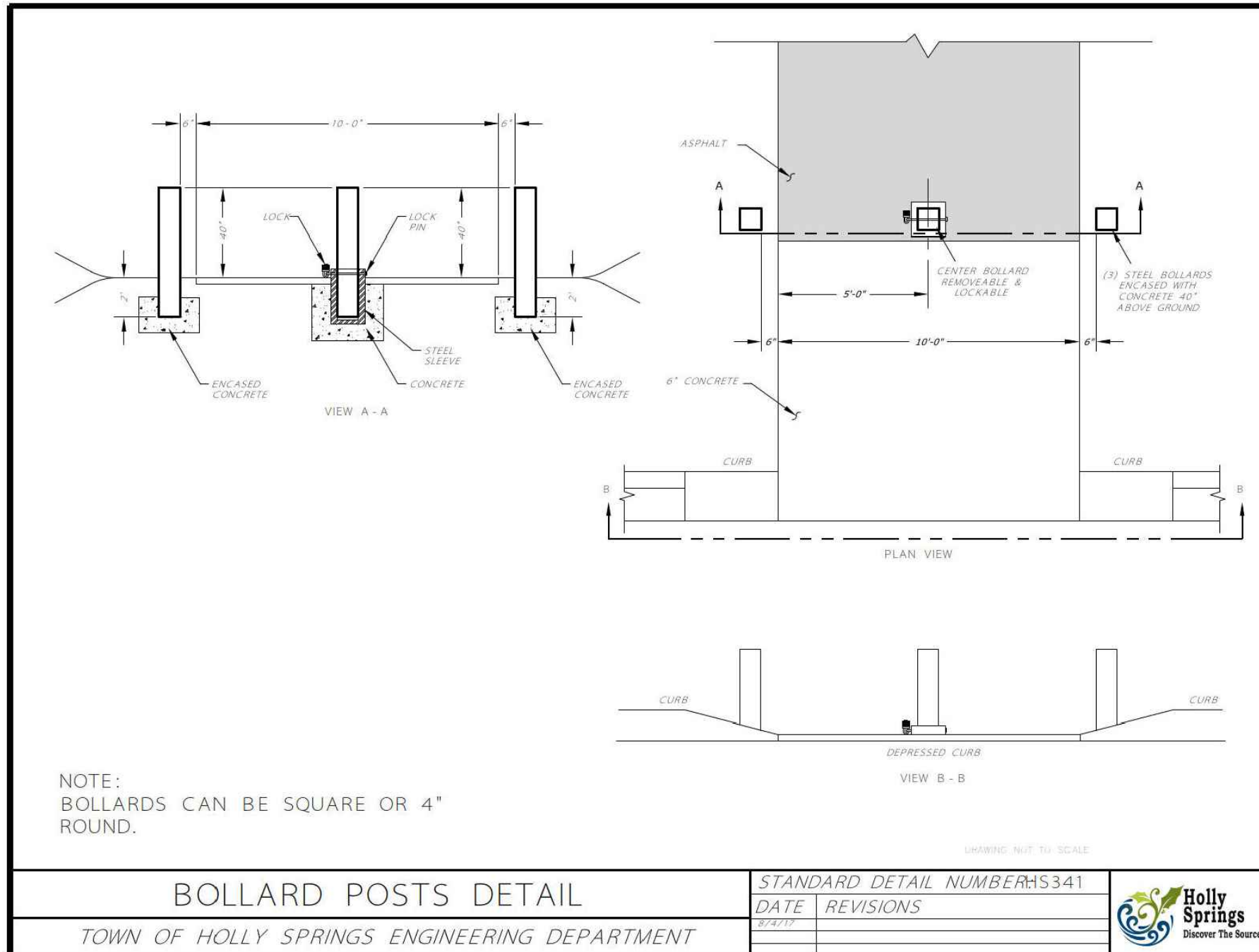
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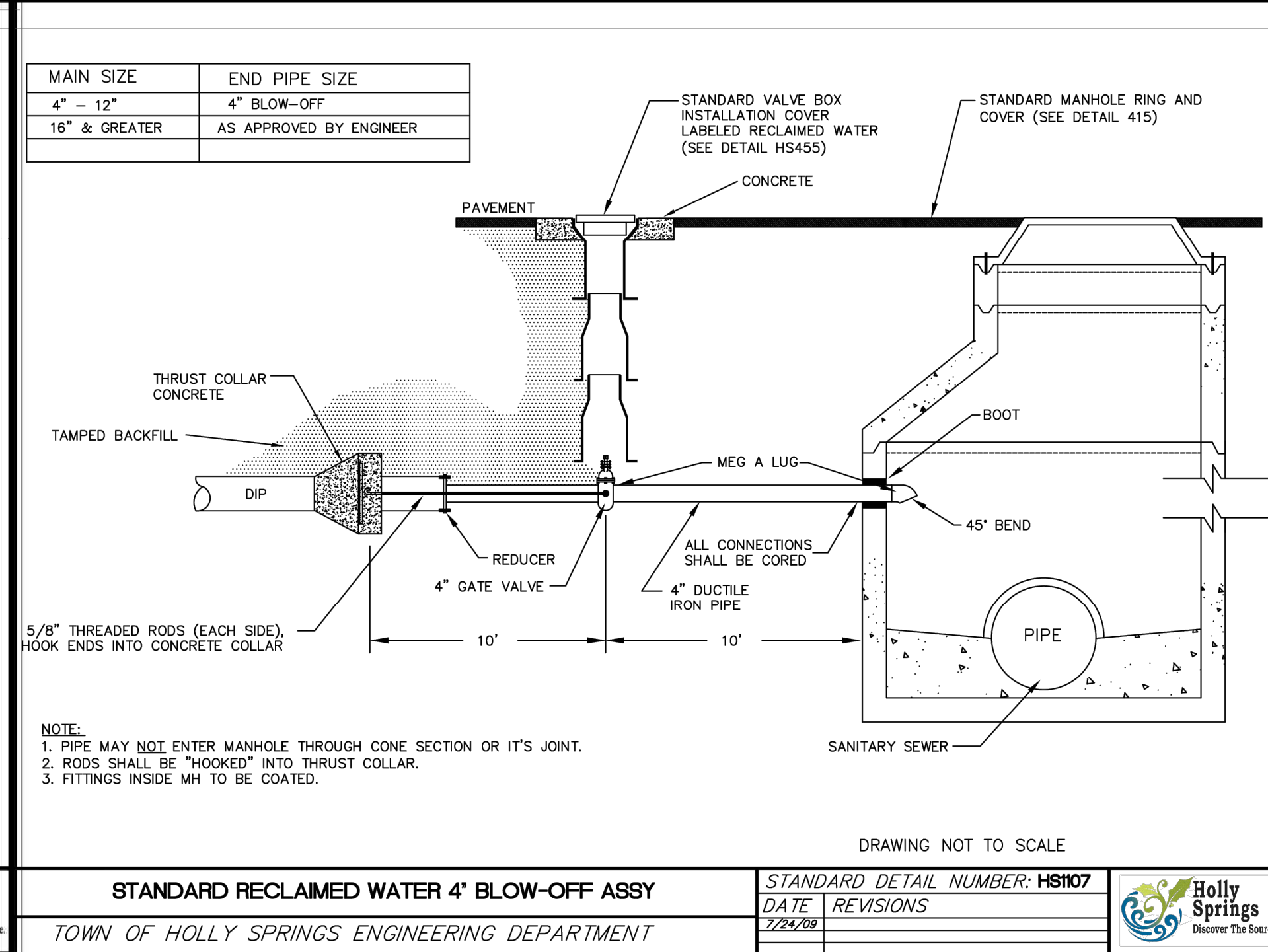
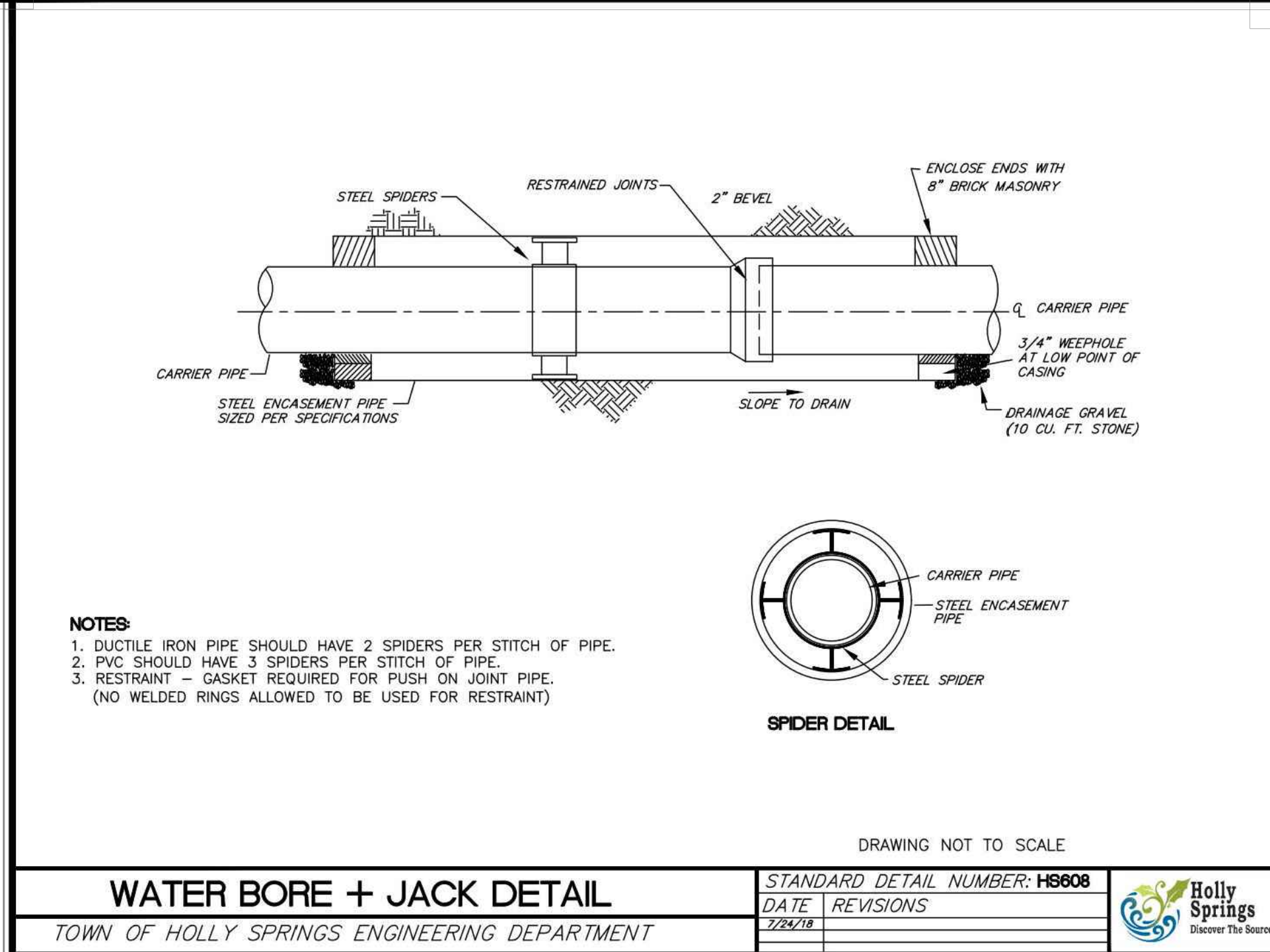
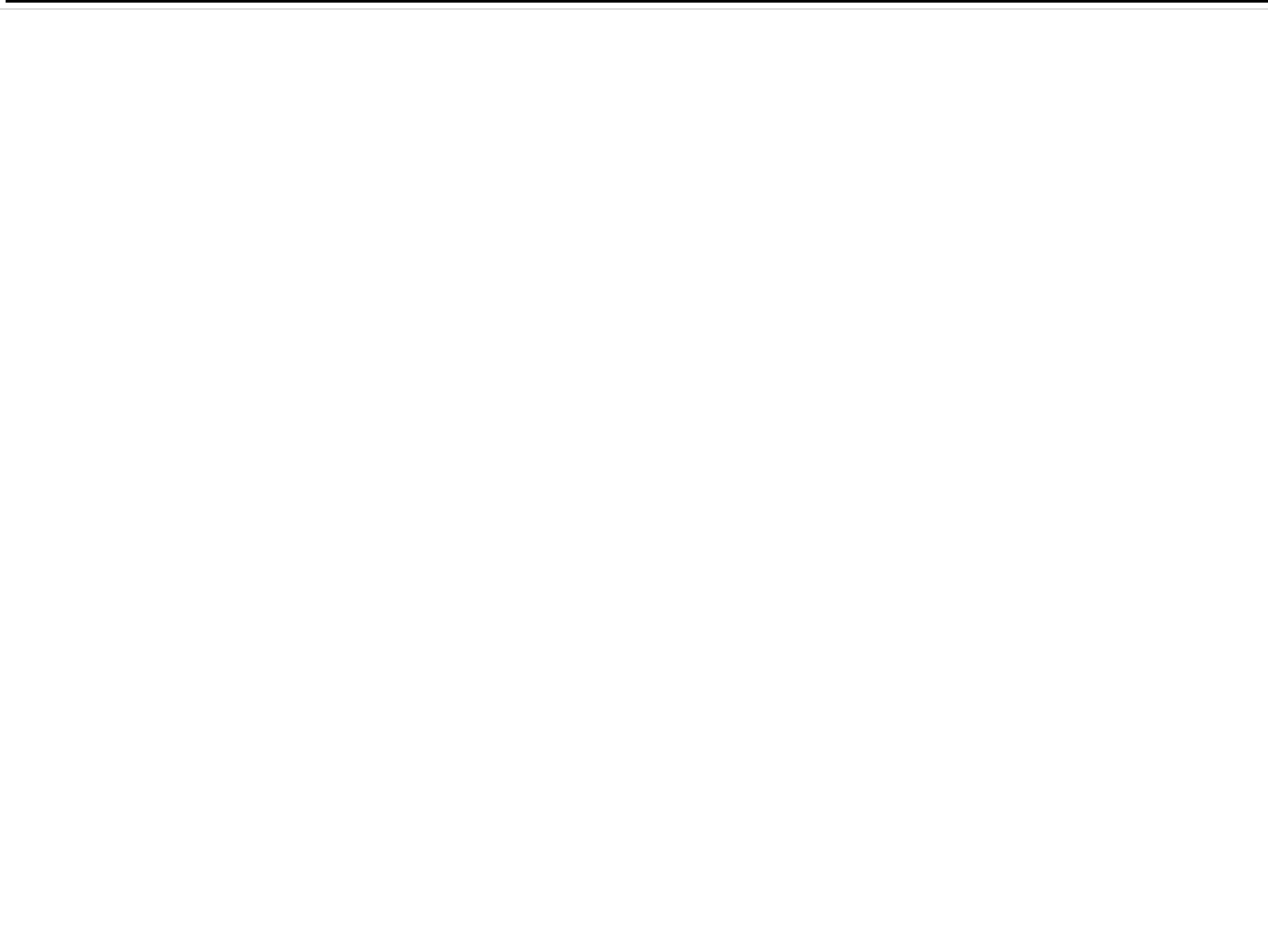
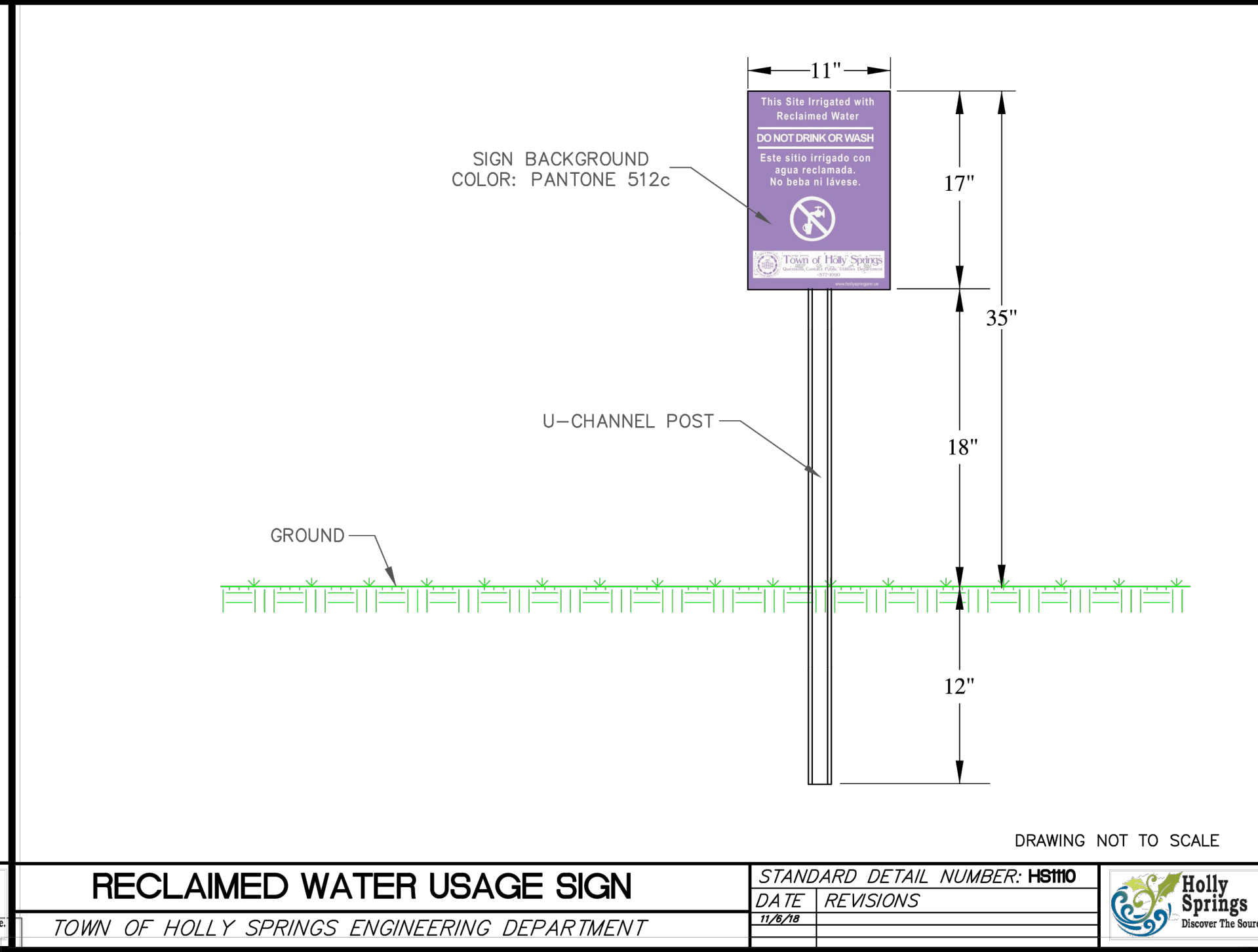
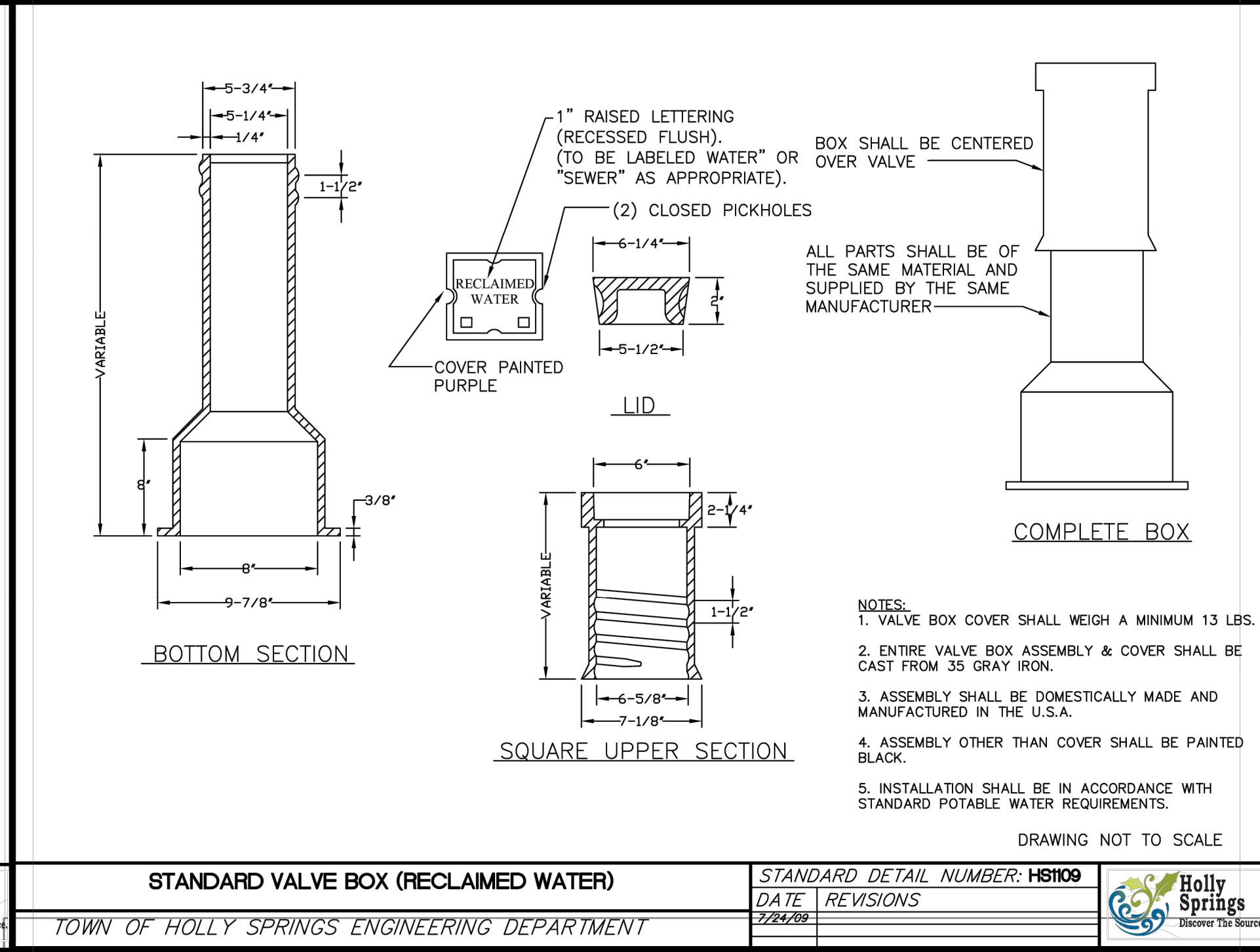
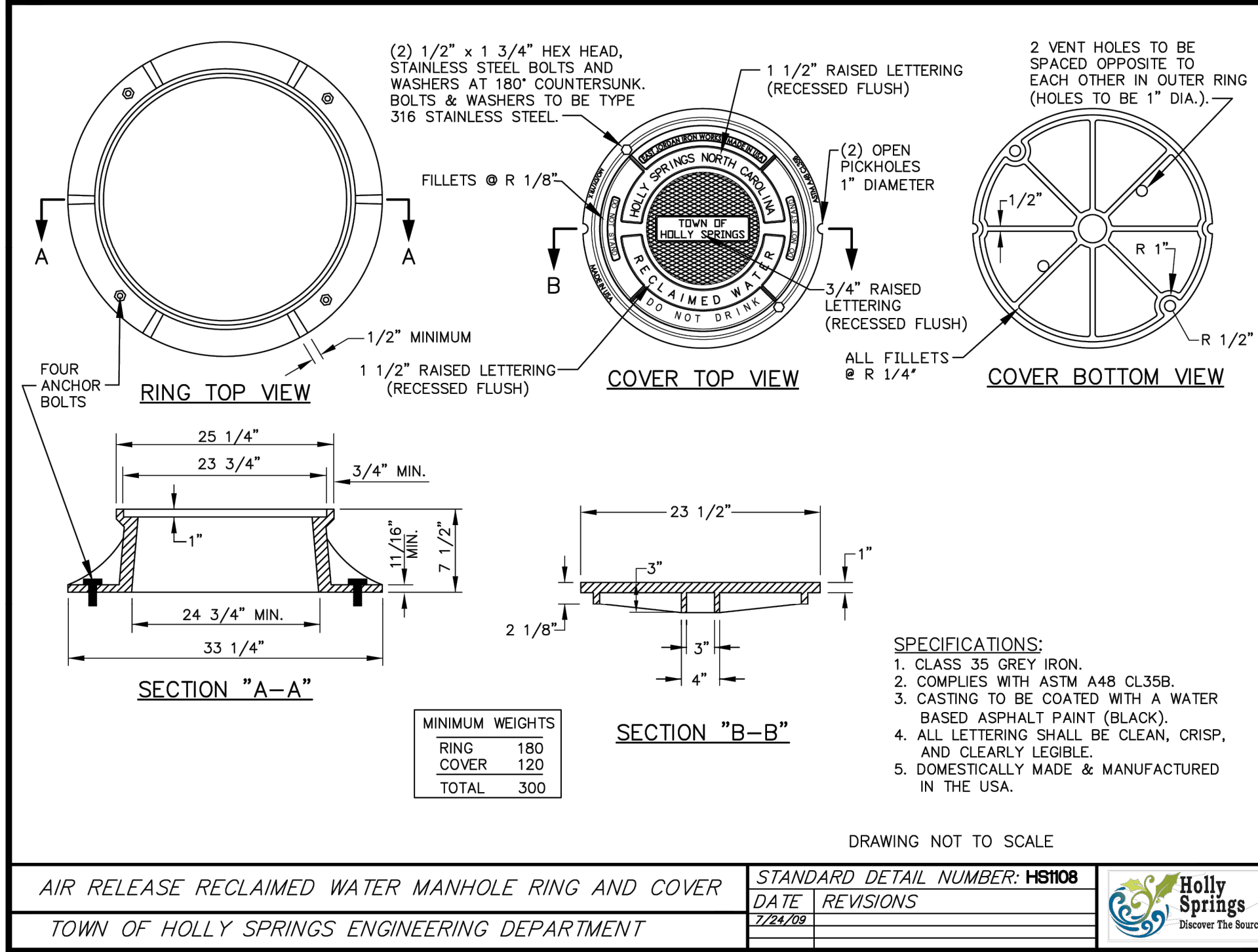
SHEET TITLE
SITE
DETAILS

SHEET NO.

C8.01



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DRAWING NUMBER
CFD-XXXXX A000 -XXXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
Reduce Risk
Remove Exposures to Hazards
Reinforce Safe Behavior

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Office 919.828.2301
Email office@hh-arch.com

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Durham, NC 27713
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fax 919.361.2269
license number: C-0293, C-187
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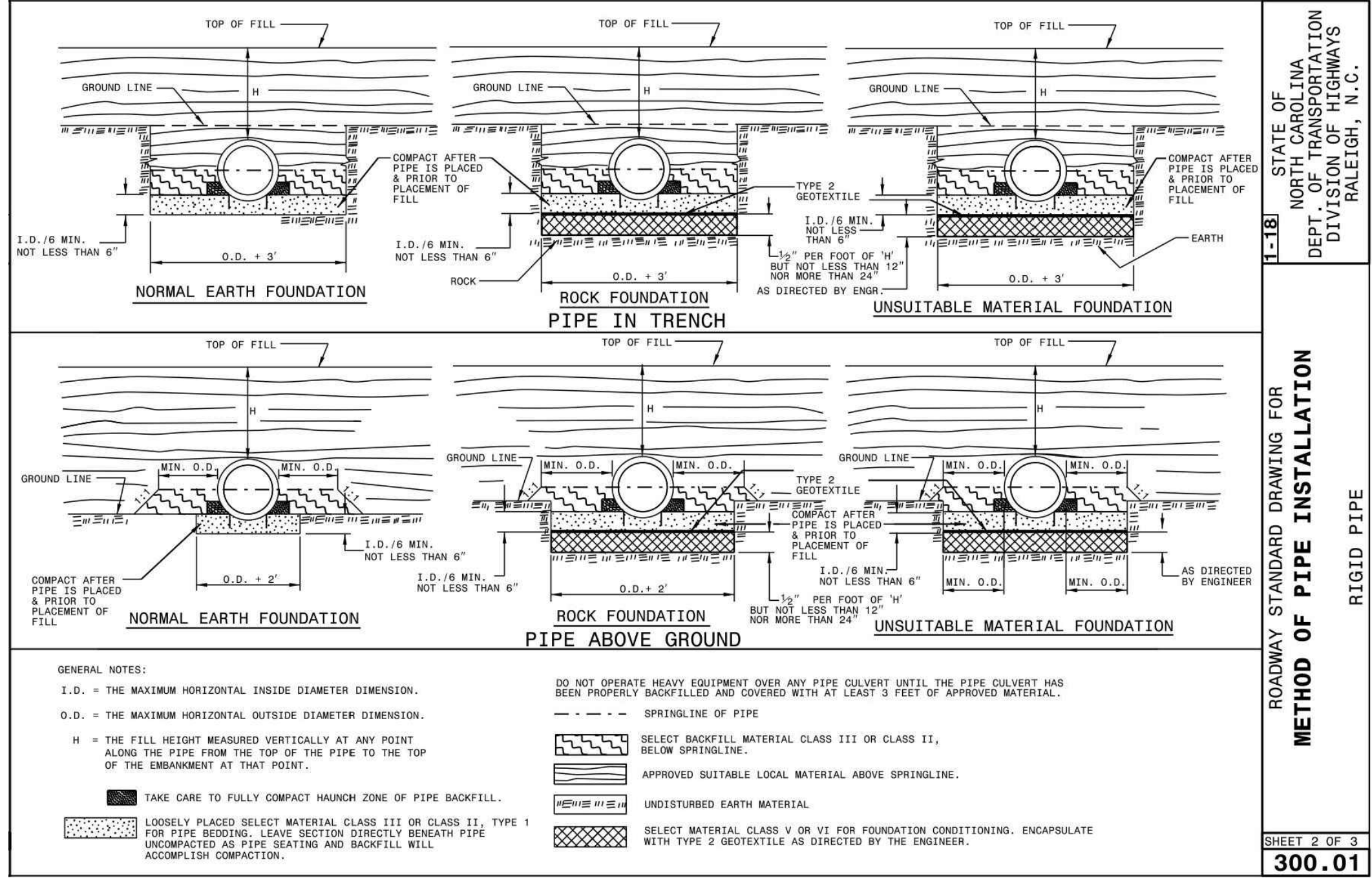
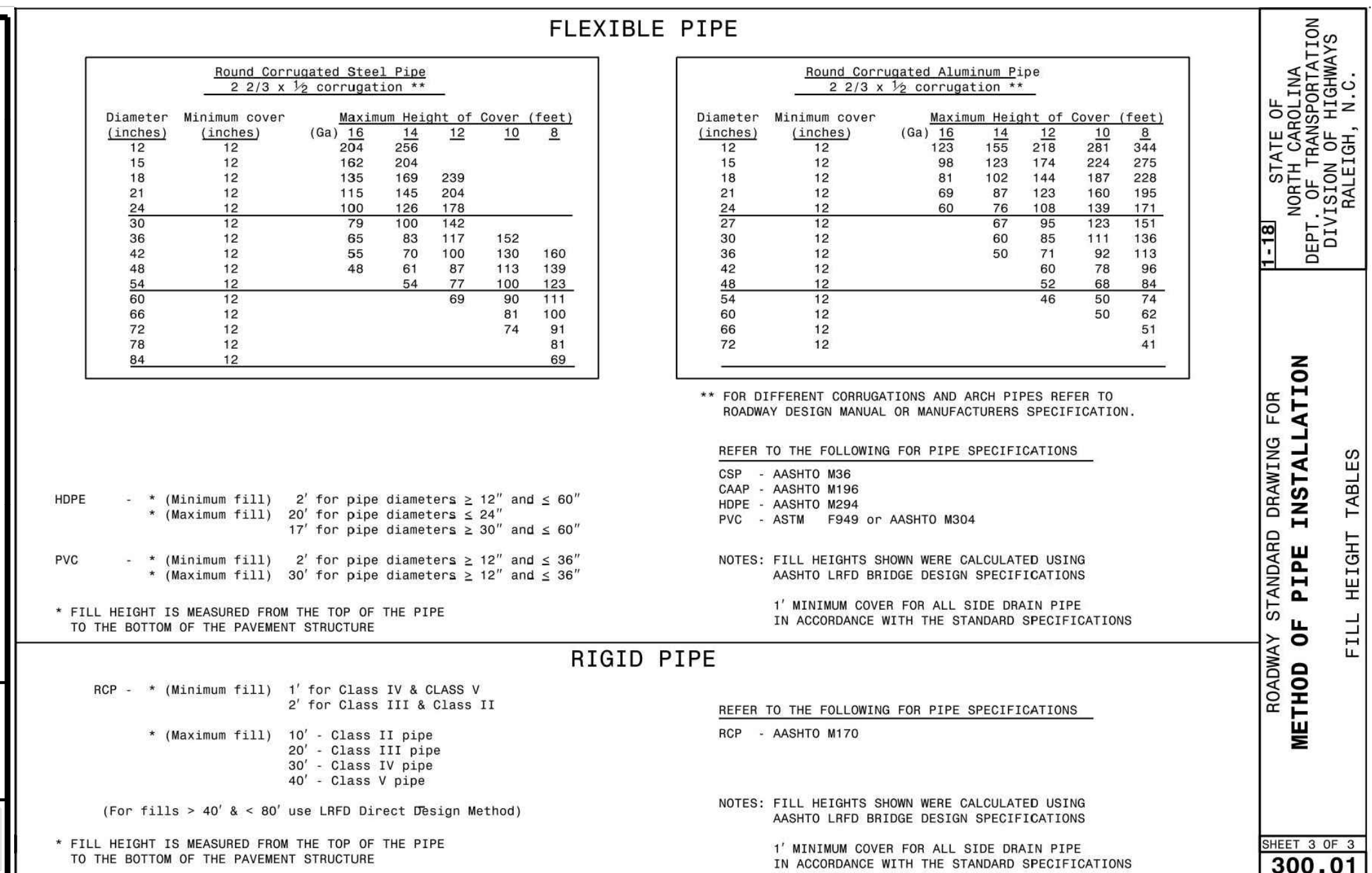
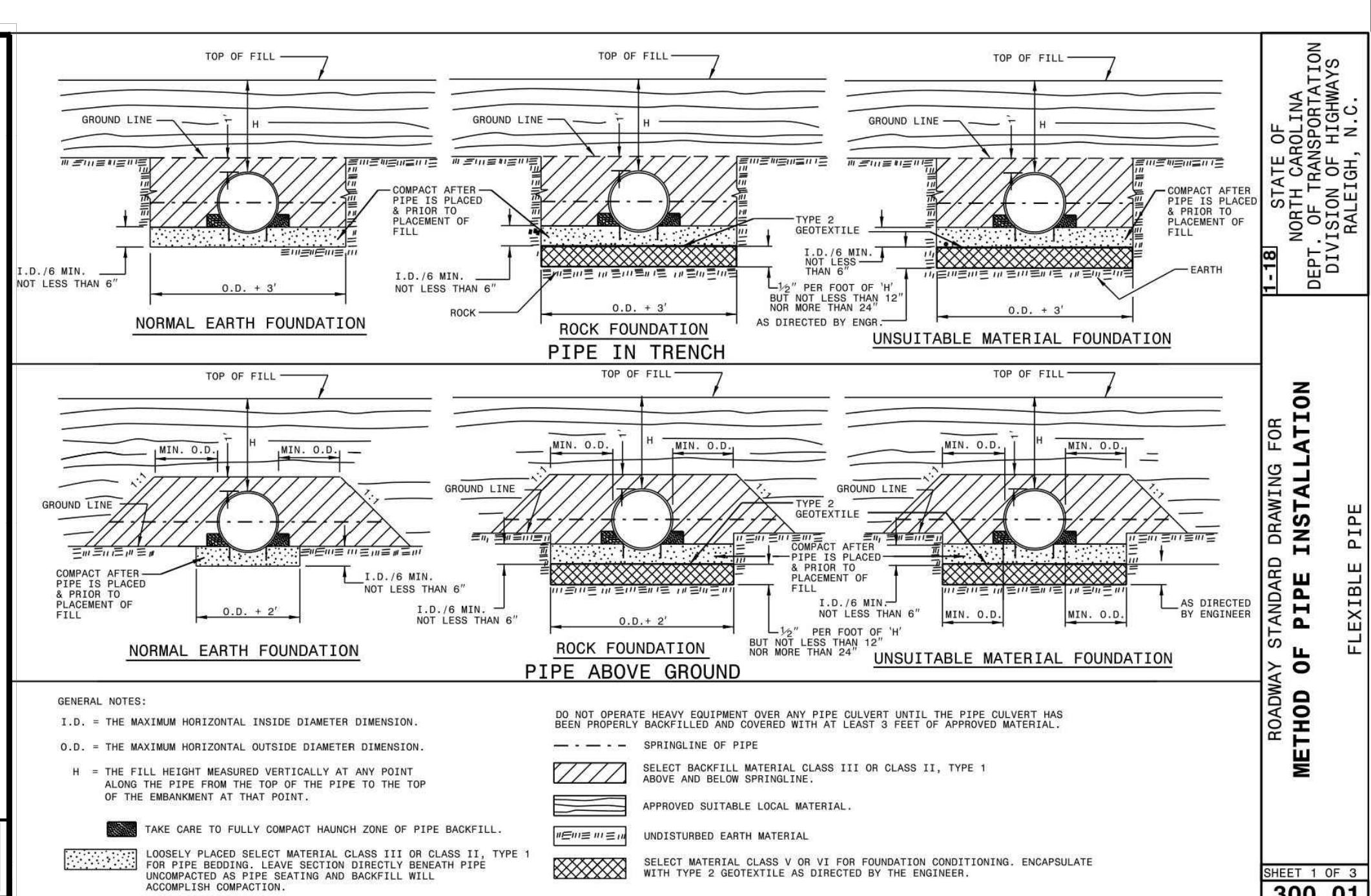
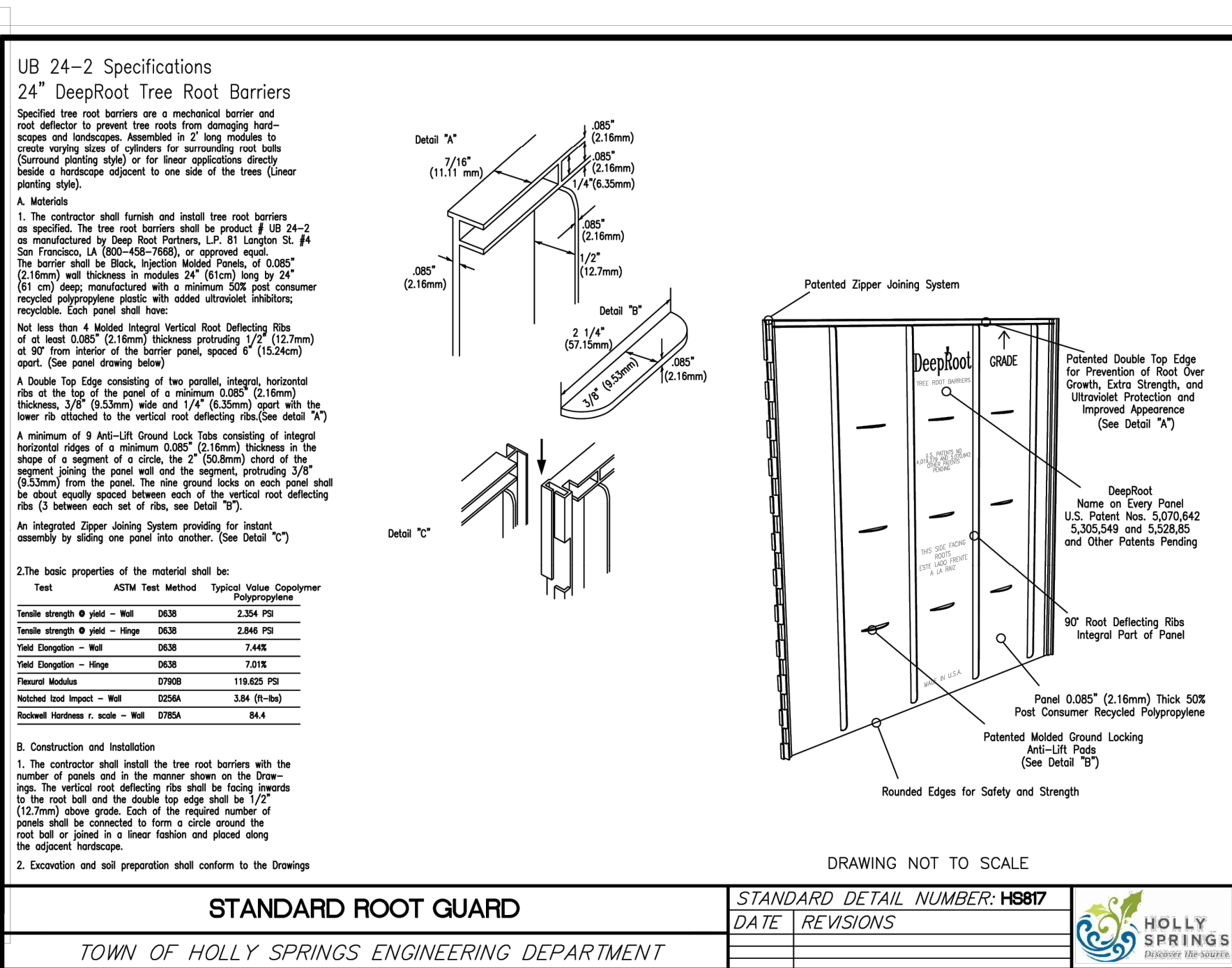
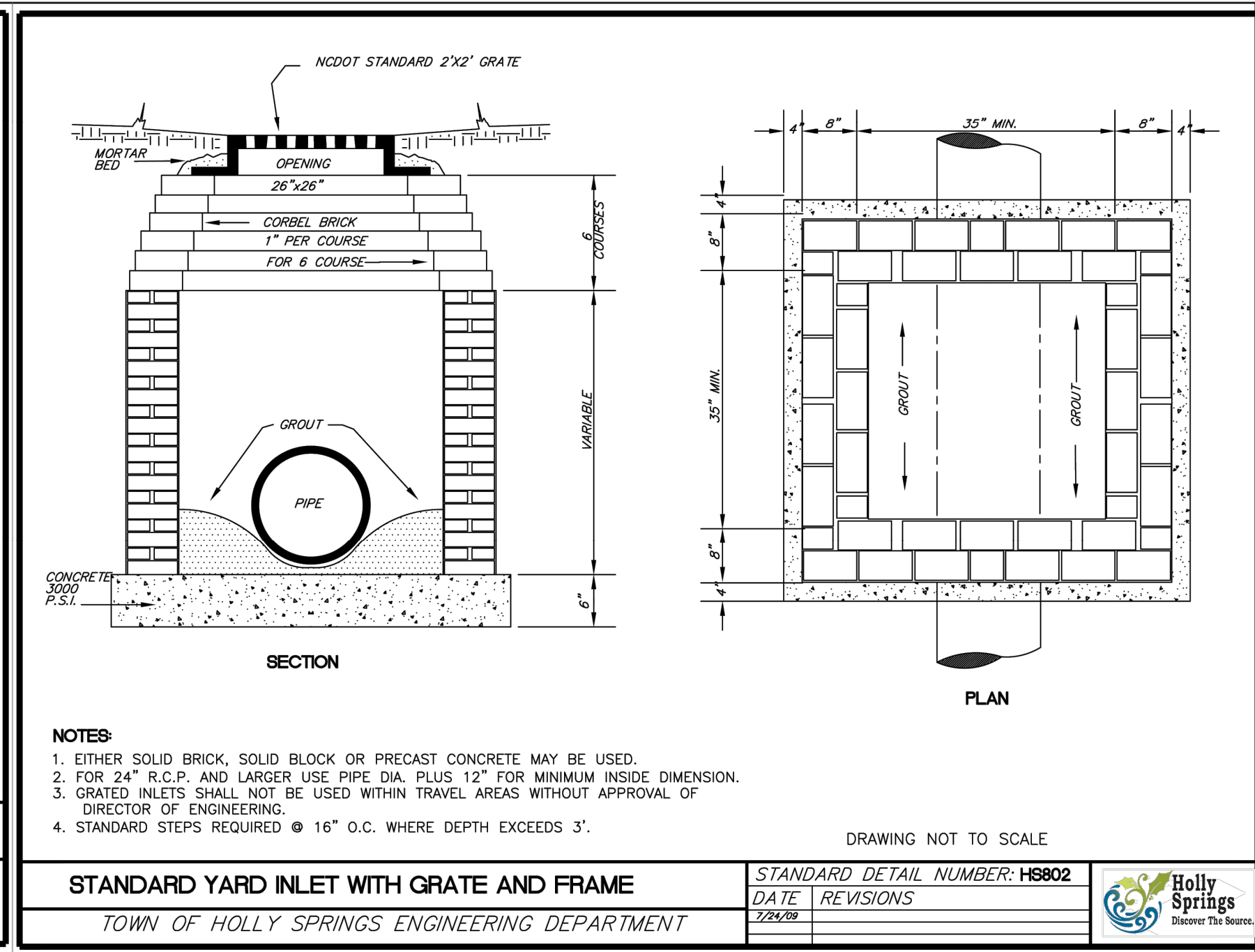
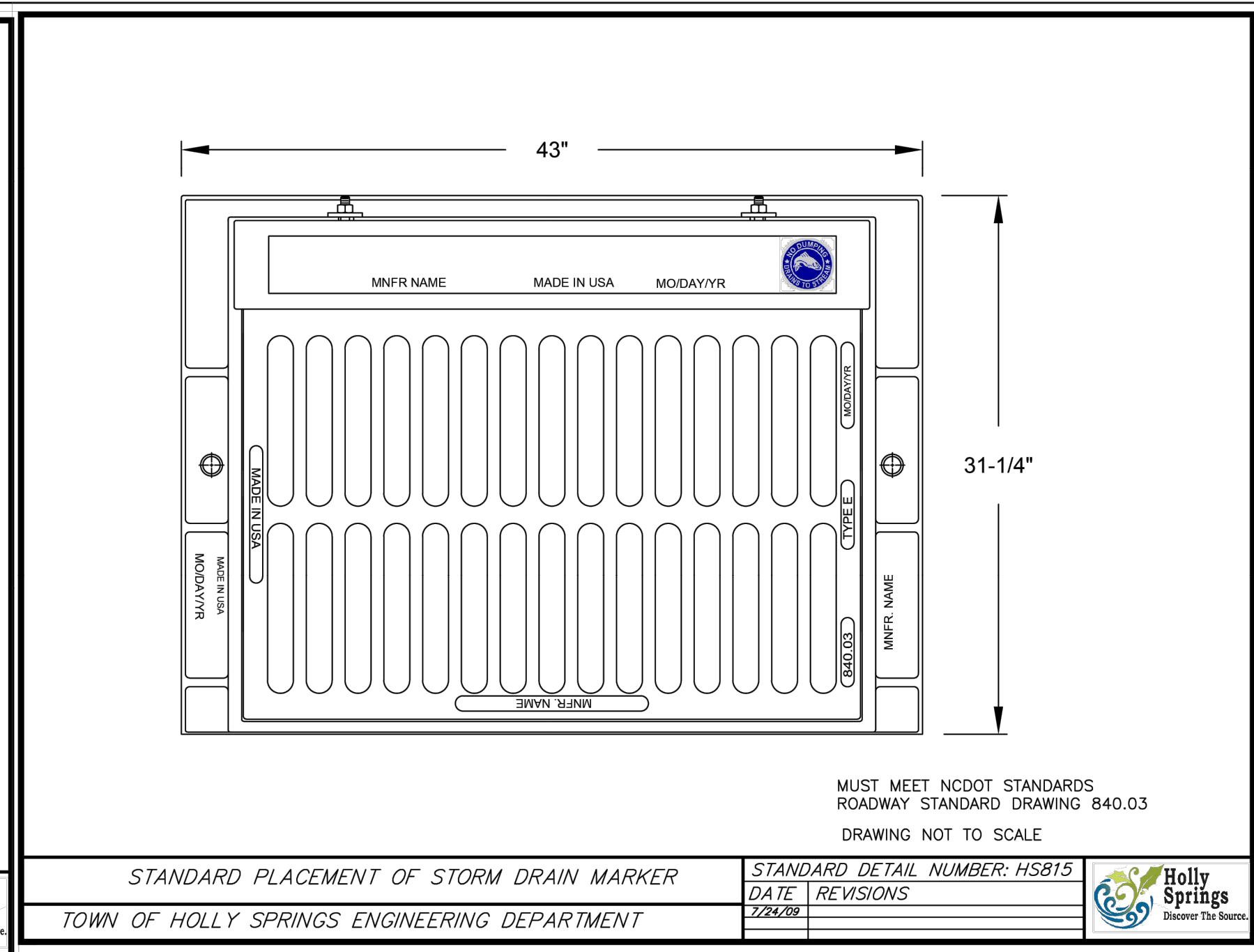
HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD
.DWG
DATE ISSUED: 8-26-2022
PROJECT STATUS: DEVELOPMENT

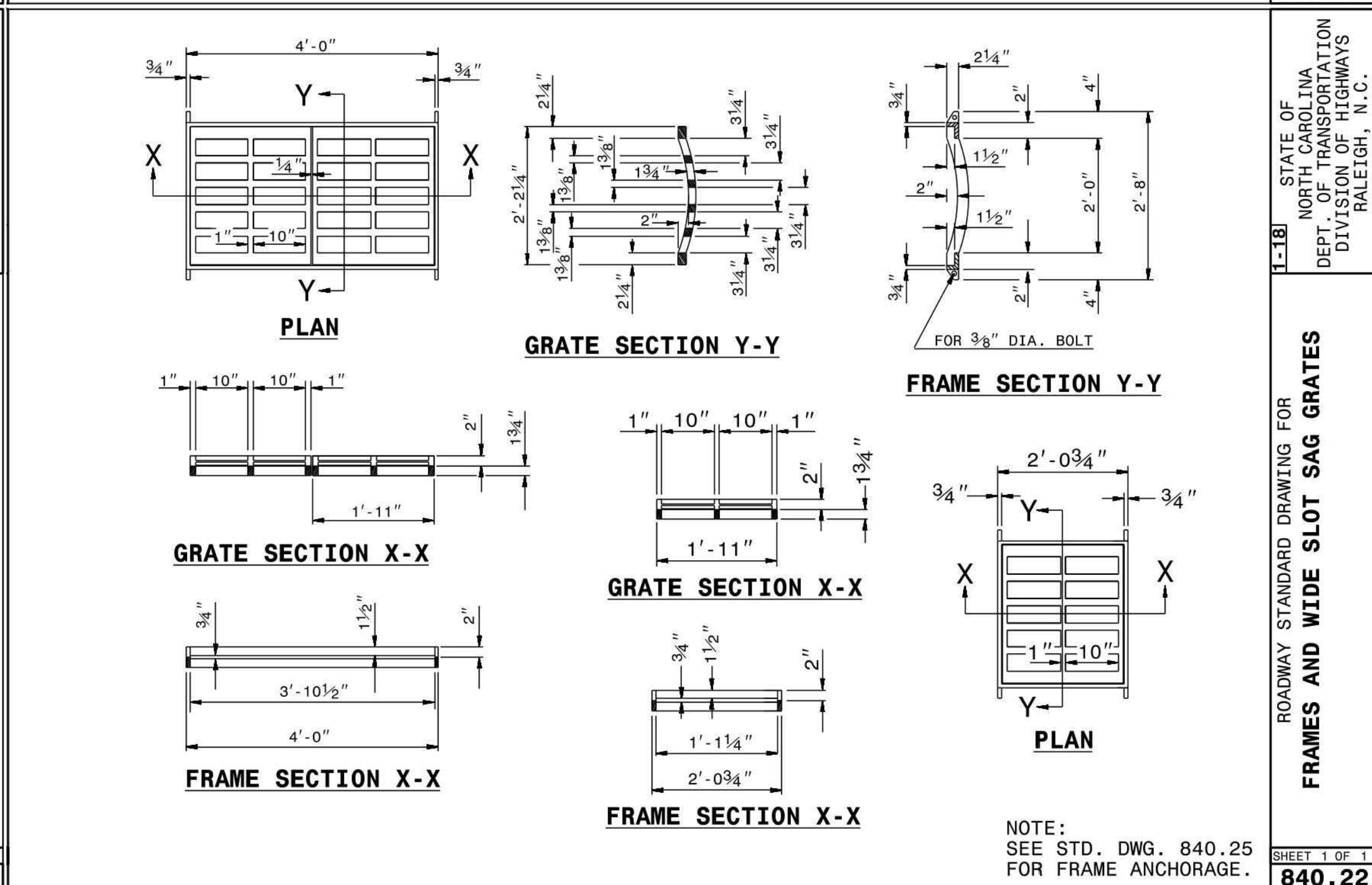
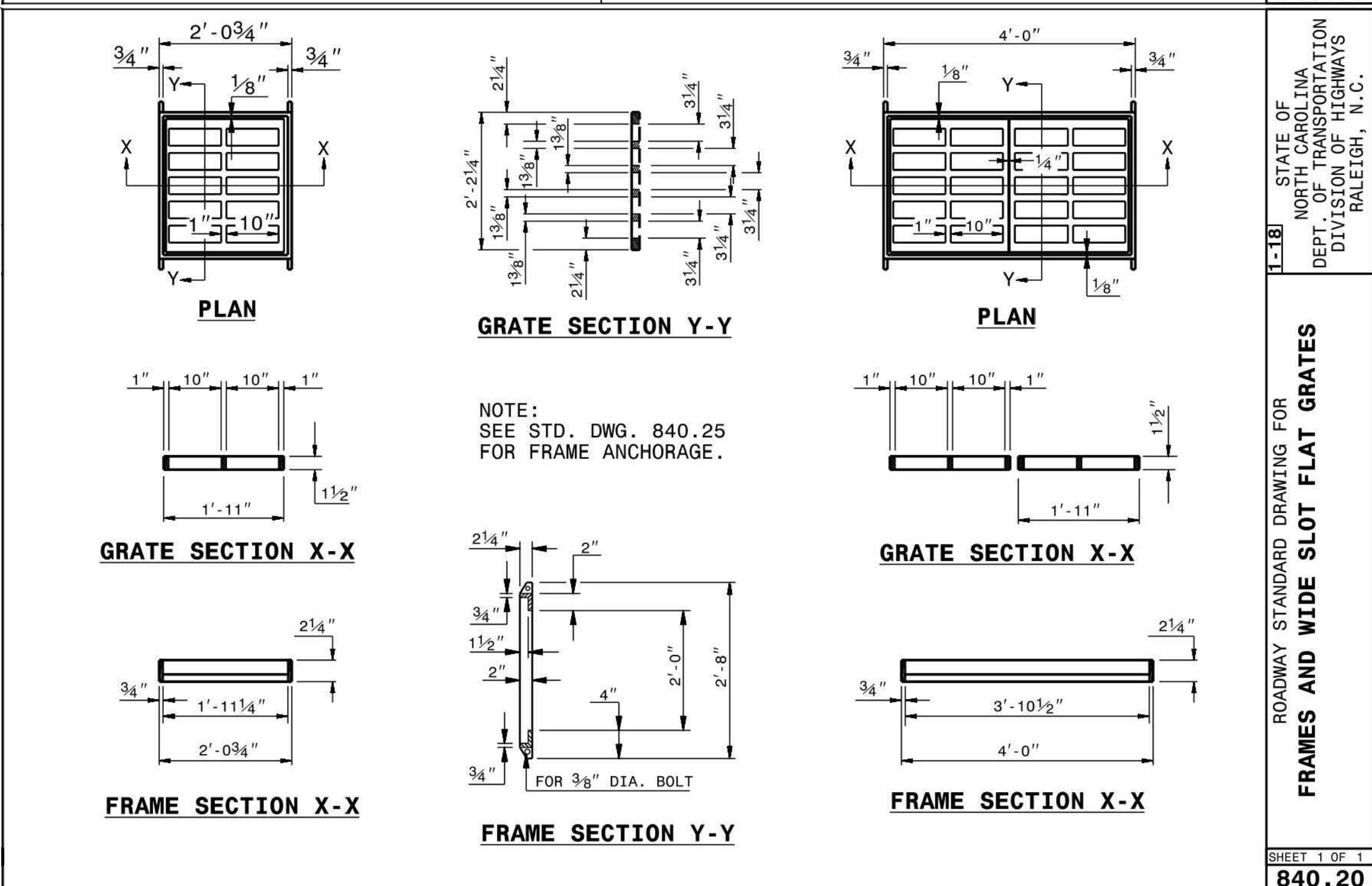
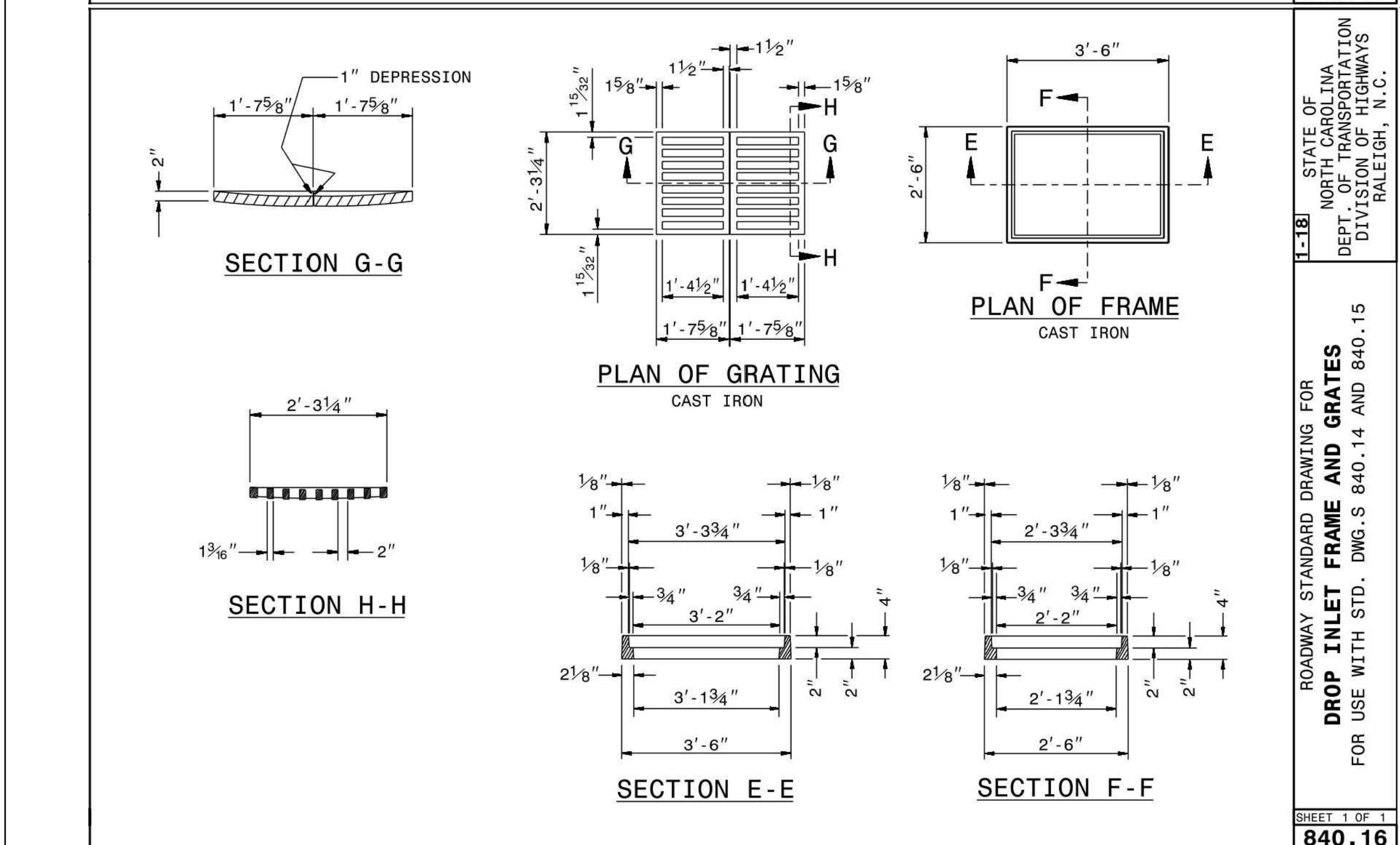
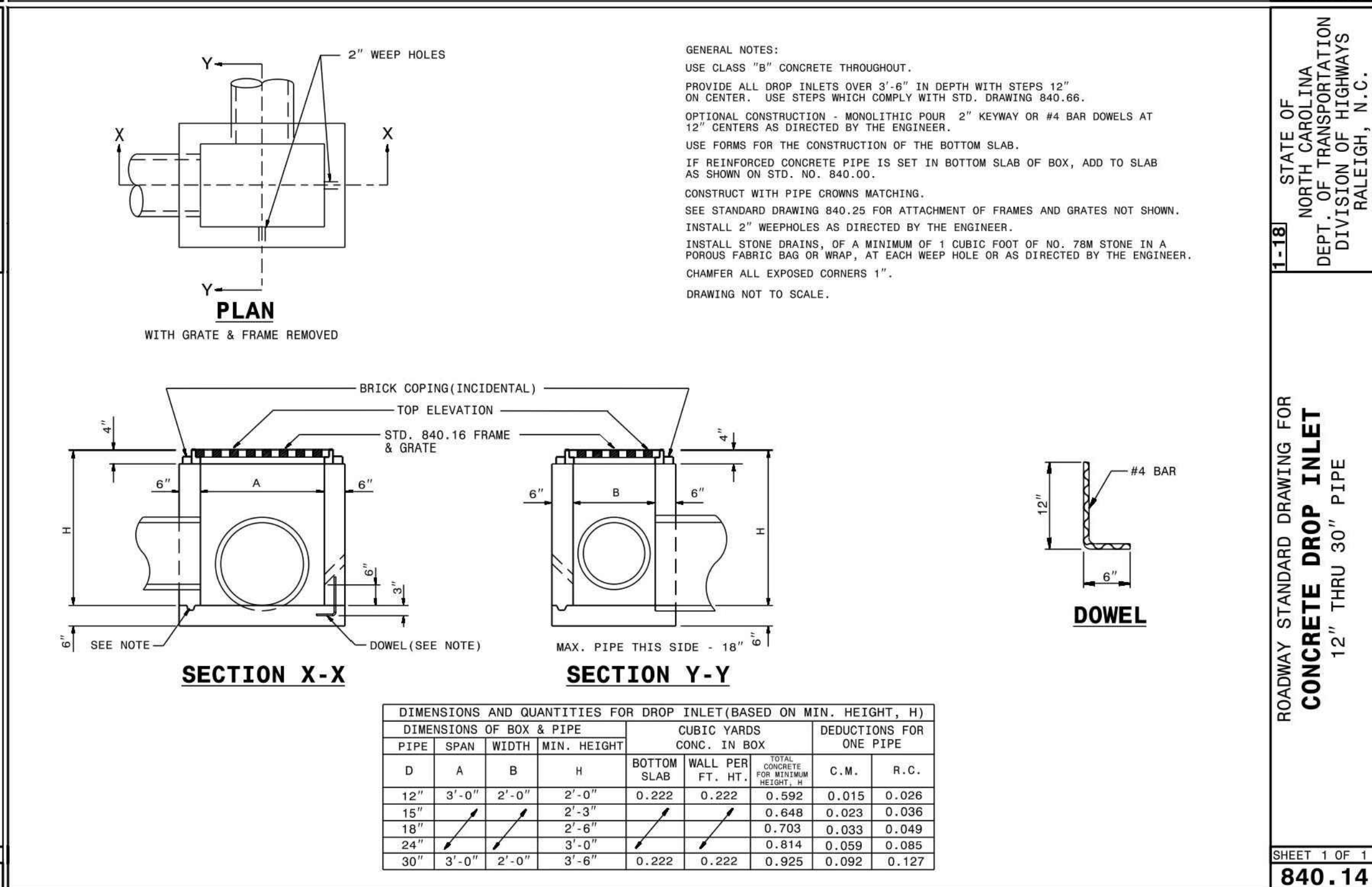
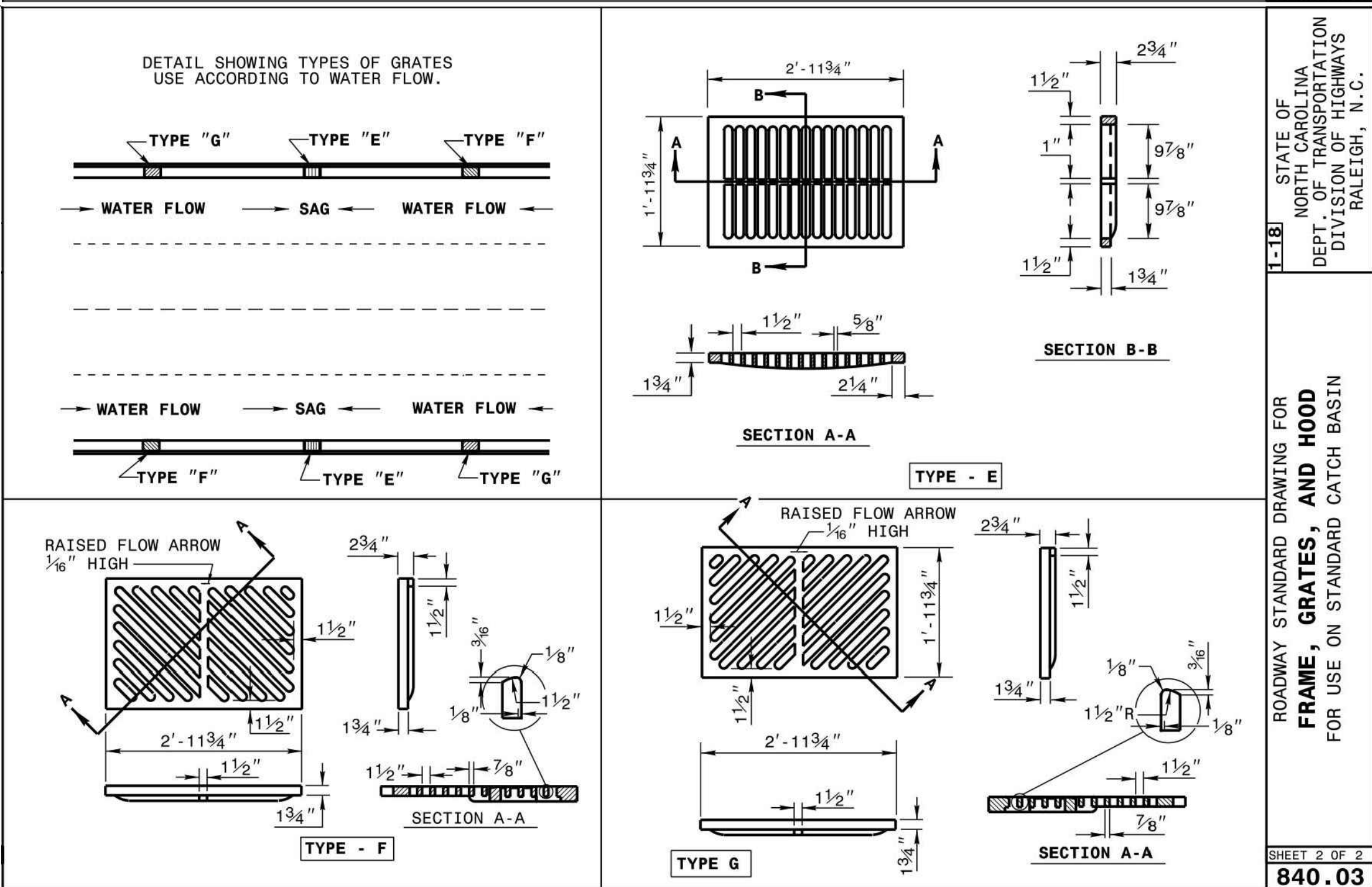
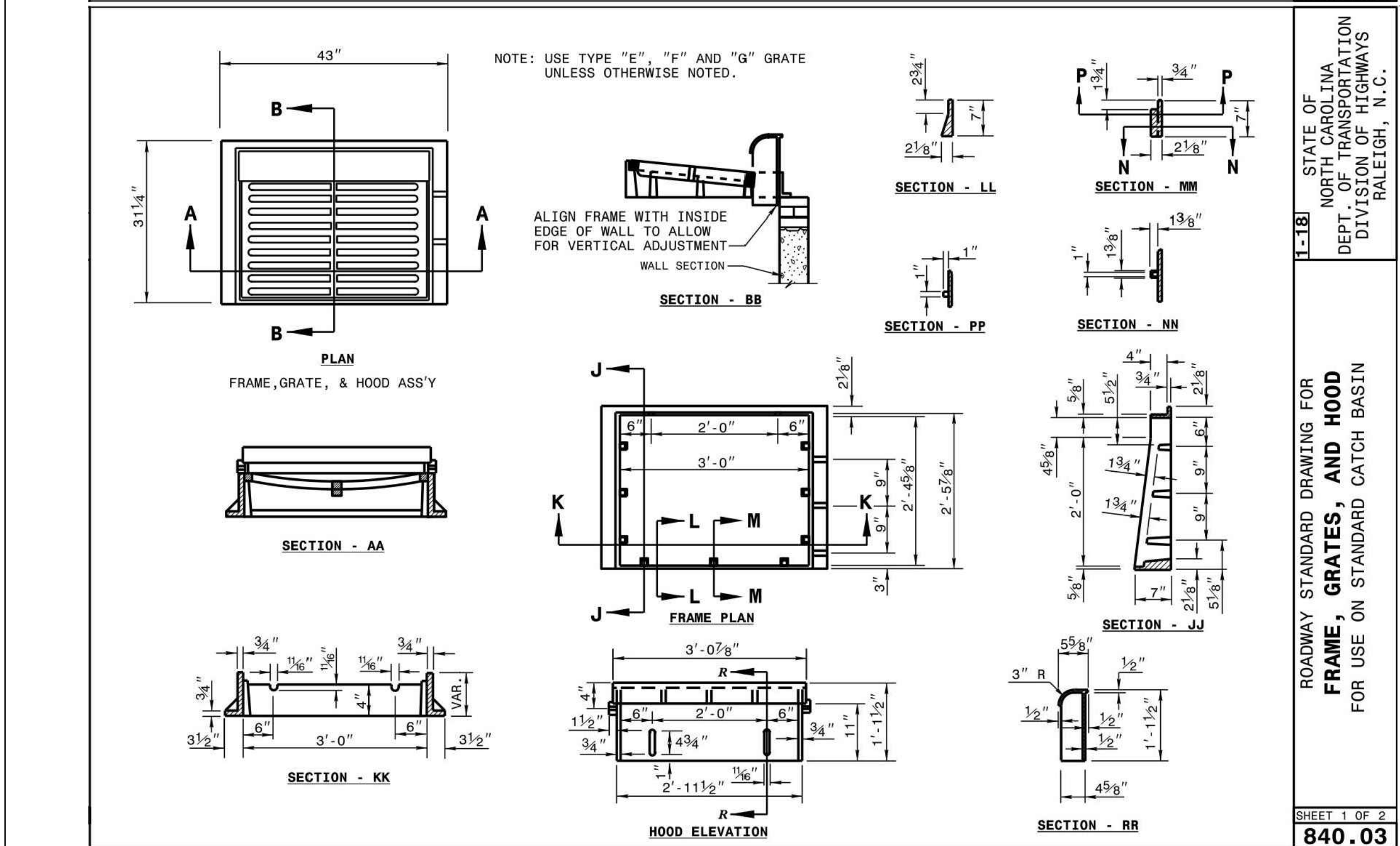
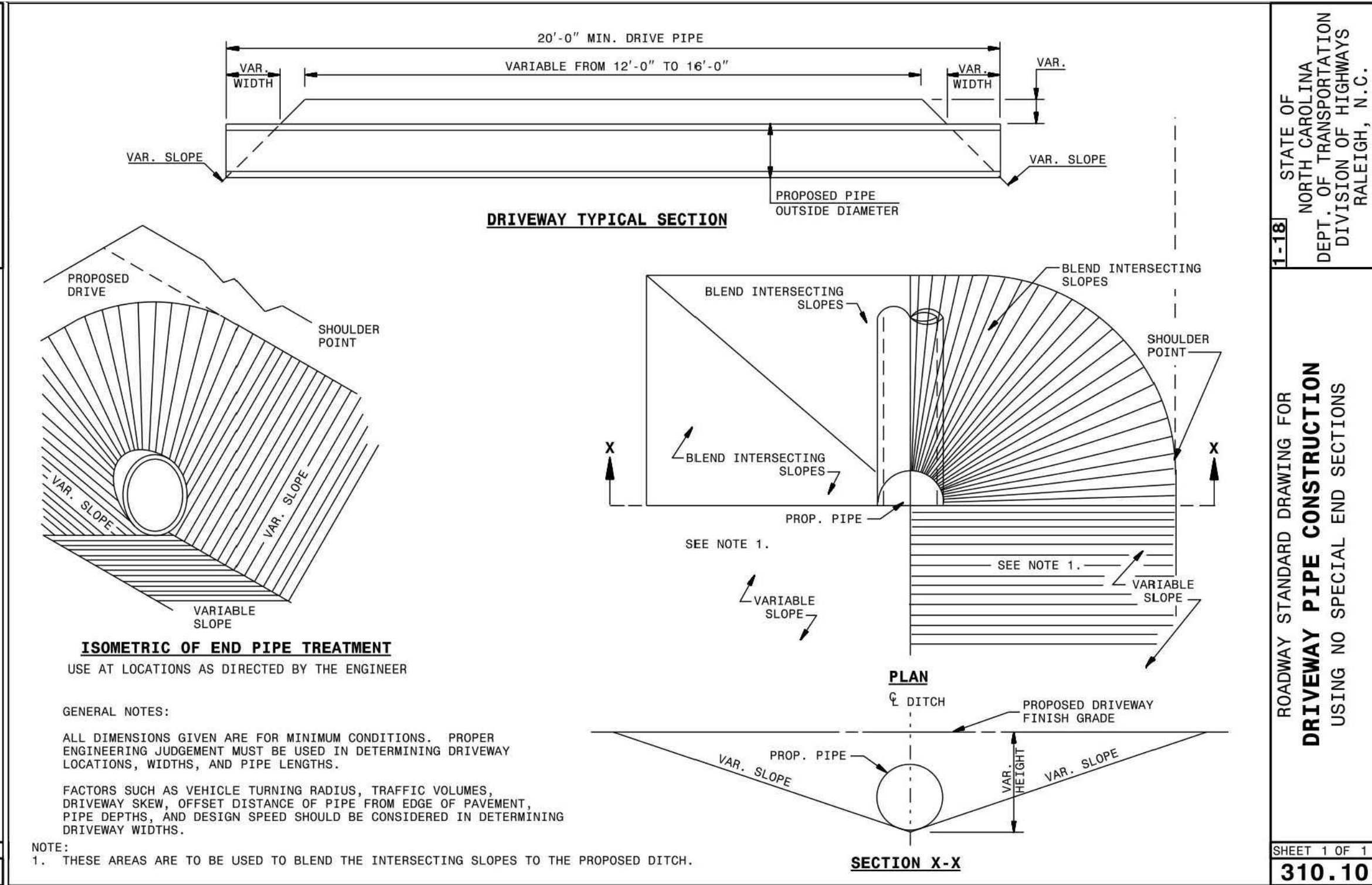
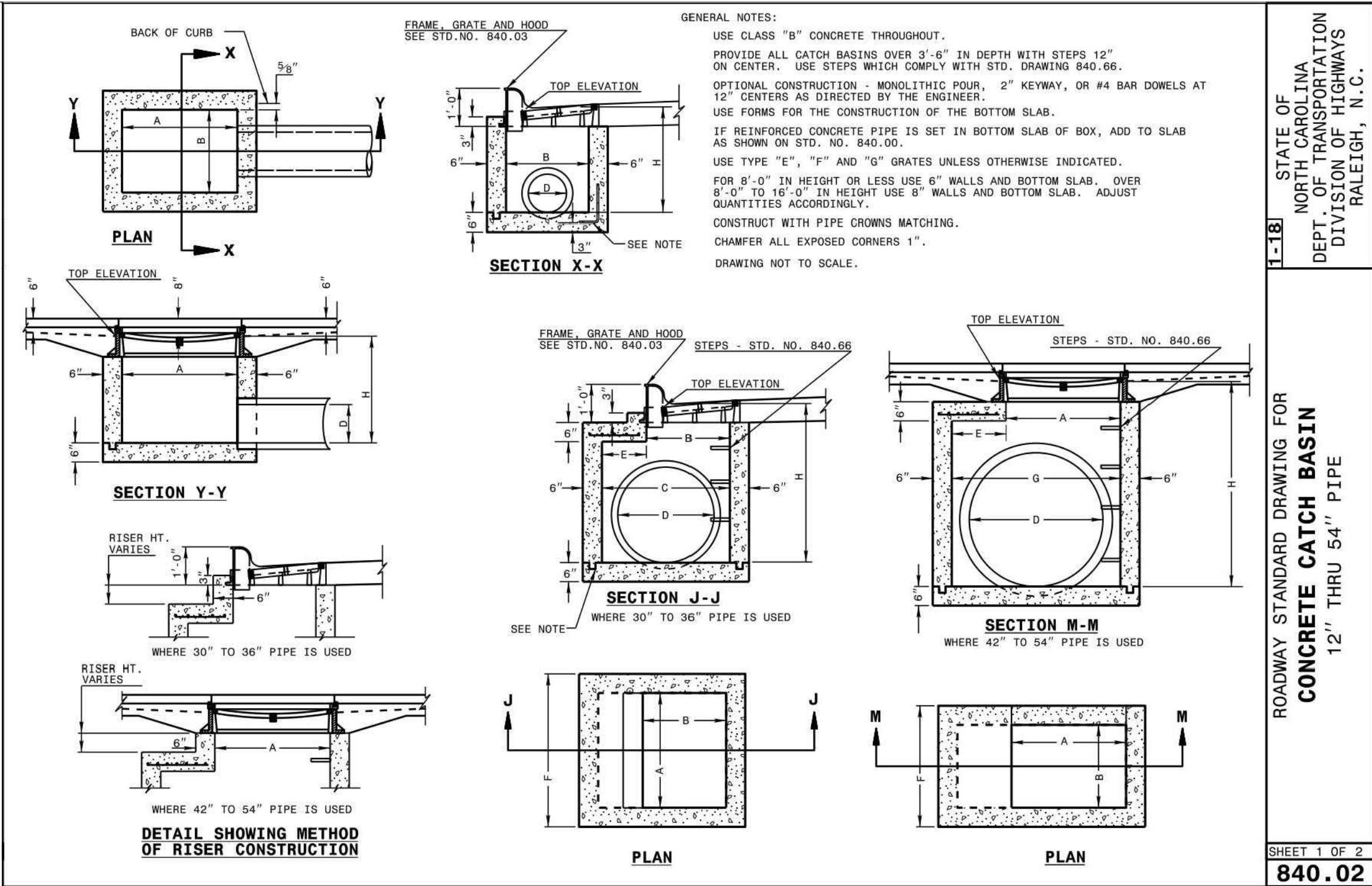
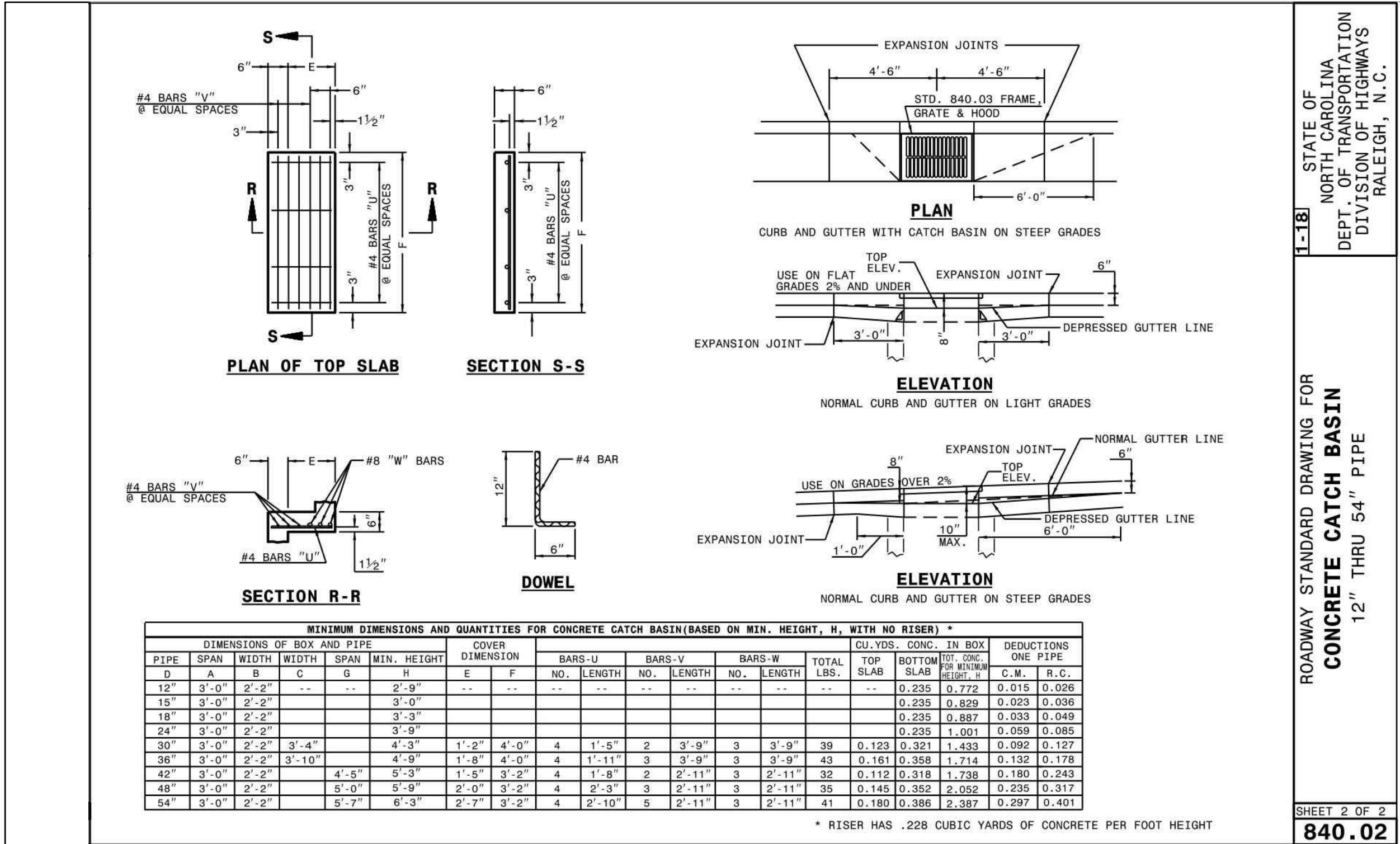
MARK	DATE	BY	DESCRIPTION
1	4/07/23	SMP	REDUCTION OF CLEARING ACTIVITIES

PROJECT NO. 22-008
DRAWING NUMBER
CFD-XXXX- A000 XXXXX
ELECTRONIC FILE NAME:
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
RECLAIMED WATER
DETAILS
SHEET NO.
C8.05

\\fs01\DrawEnergy\Projects\DOT\DOT2200A\04-Production\Engineering\Development_Plan\Current Drawings\CD006.dwg, 4/14/2023, 1:09:10 PM, Kirk Shearer





DRAWING NUMBER
CFD-XXXX- A000 -XXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
ILLNESS Reduce Risk
INJURY Remove Exposures to Hazards
DEATH Reinforce Safe Behavior

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fax 919.361.2269
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PROFESSIONAL ENGINEER
PATRICK L. CIVIL
034365

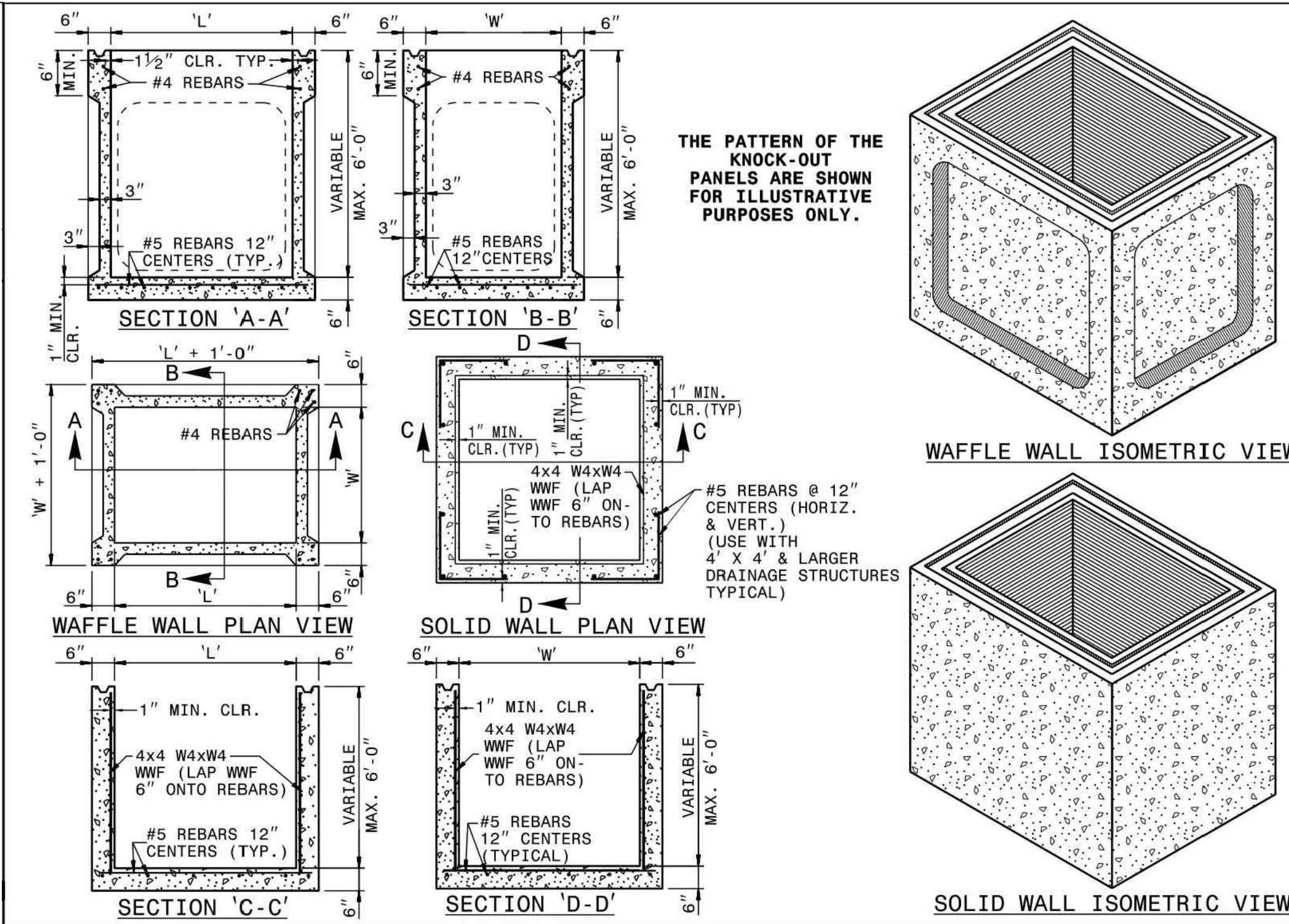
HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD
DATE ISSUED: 8-26-2022
PROJECT STATUS: DEVELOPMENT

PROJECT NO. 22-008
DRAWING NUMBER CFD-XXXX- A000 XXXXX
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
STORM DRAINAGE DETAILS

SHEET NO. C8.07

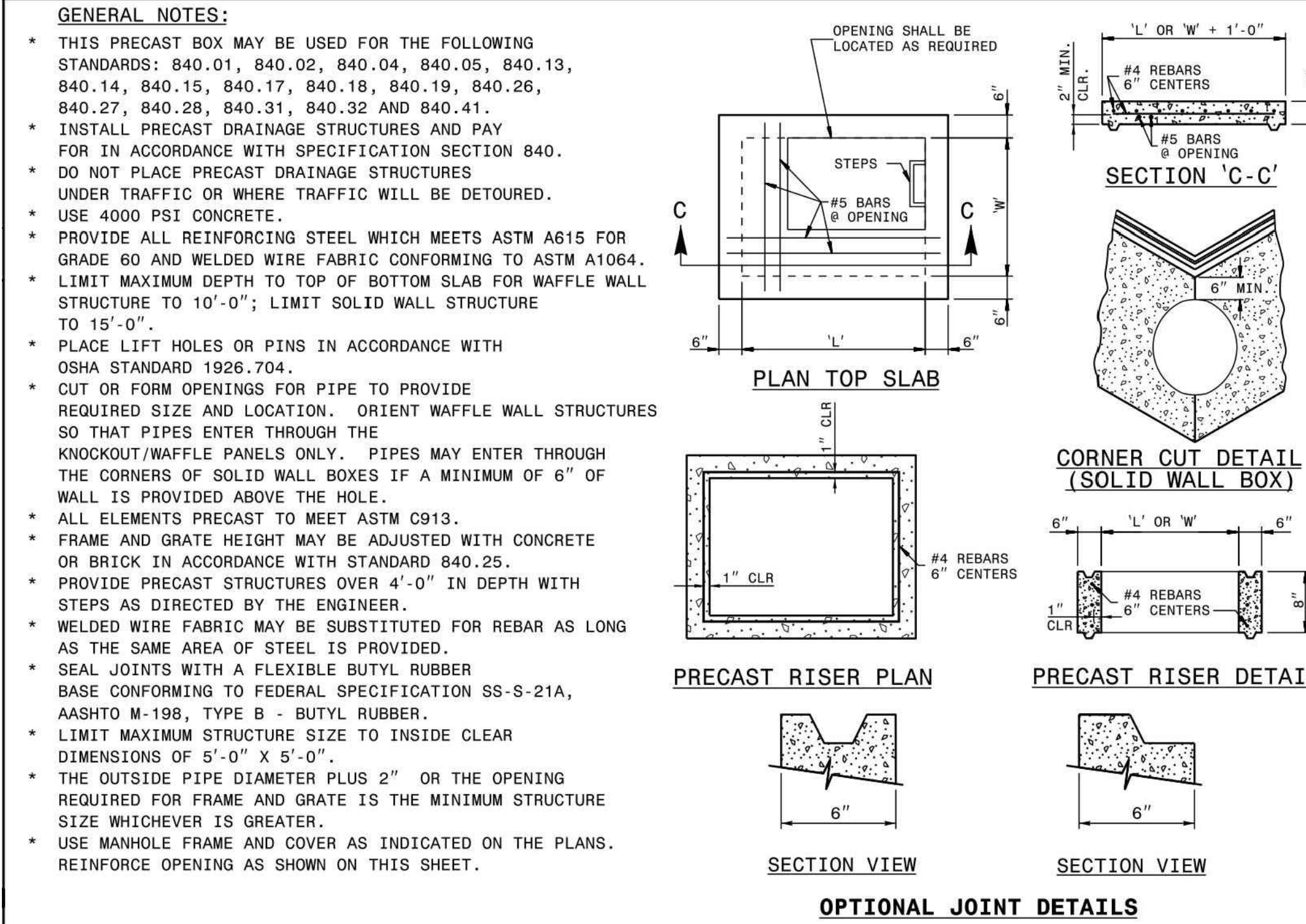
Page 143 of 373



STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ROADWAY STANDARD DRAWING FOR
PRECAST DRAINAGE STRUCTURE
(SOLID AND WAFFLE WALL)

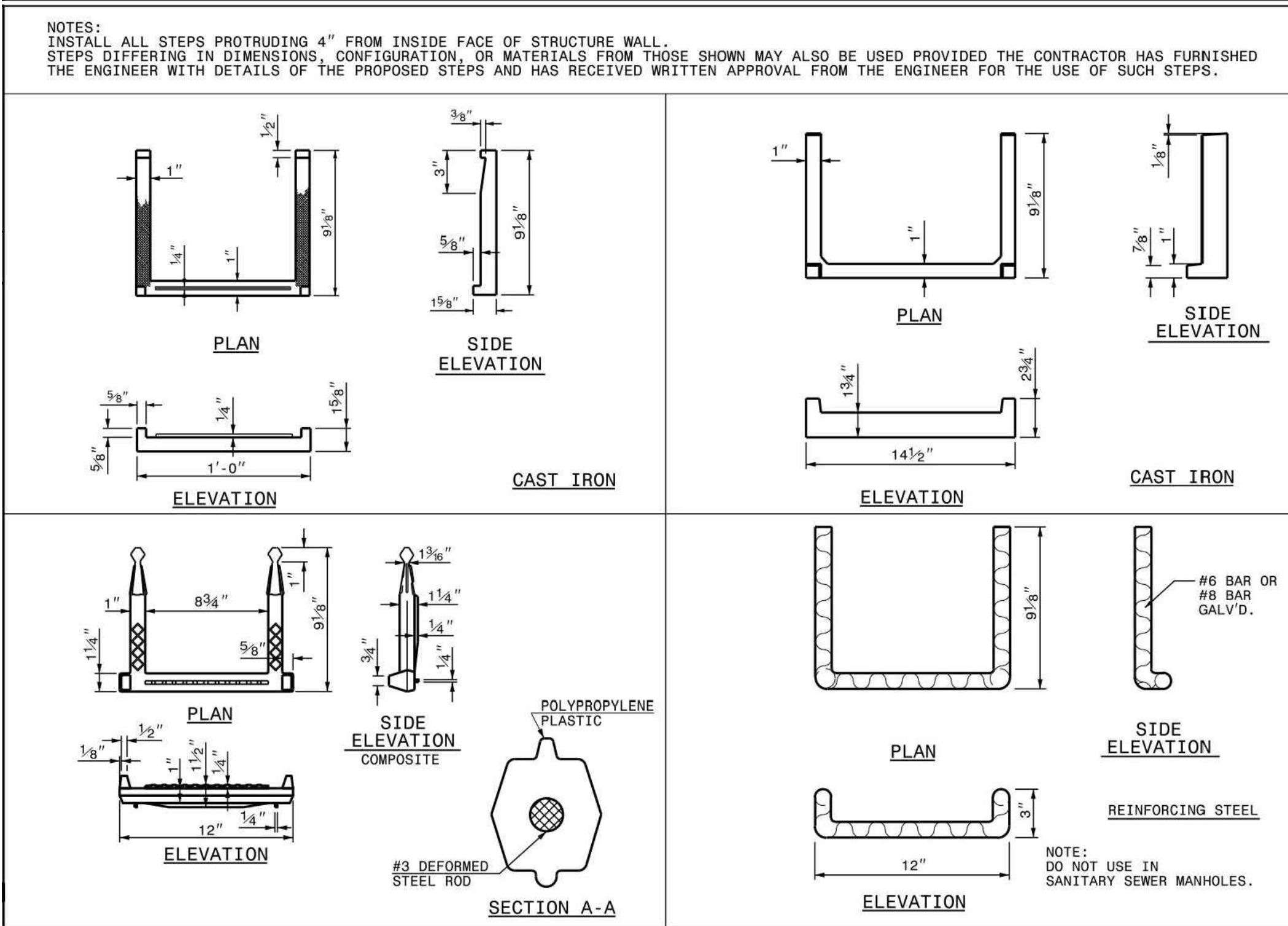
SHEET 1 OF 2
840.45



STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ROADWAY STANDARD DRAWING FOR
PRECAST DRAINAGE STRUCTURE
(GENERAL NOTES AND DETAILS)

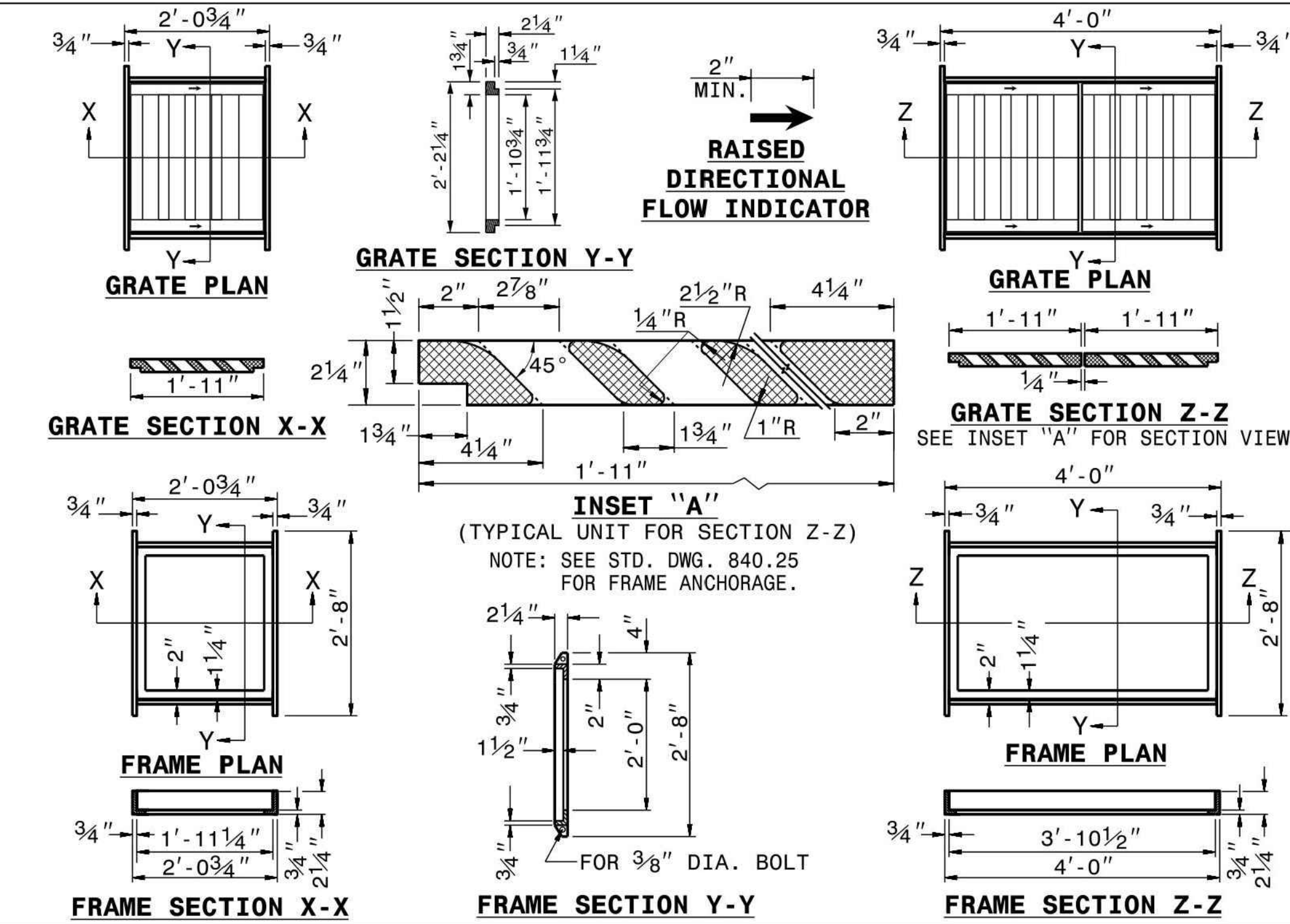
SHEET 2 OF 2
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STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ROADWAY STANDARD DRAWING FOR
DRAINAGE STRUCTURE STEPS

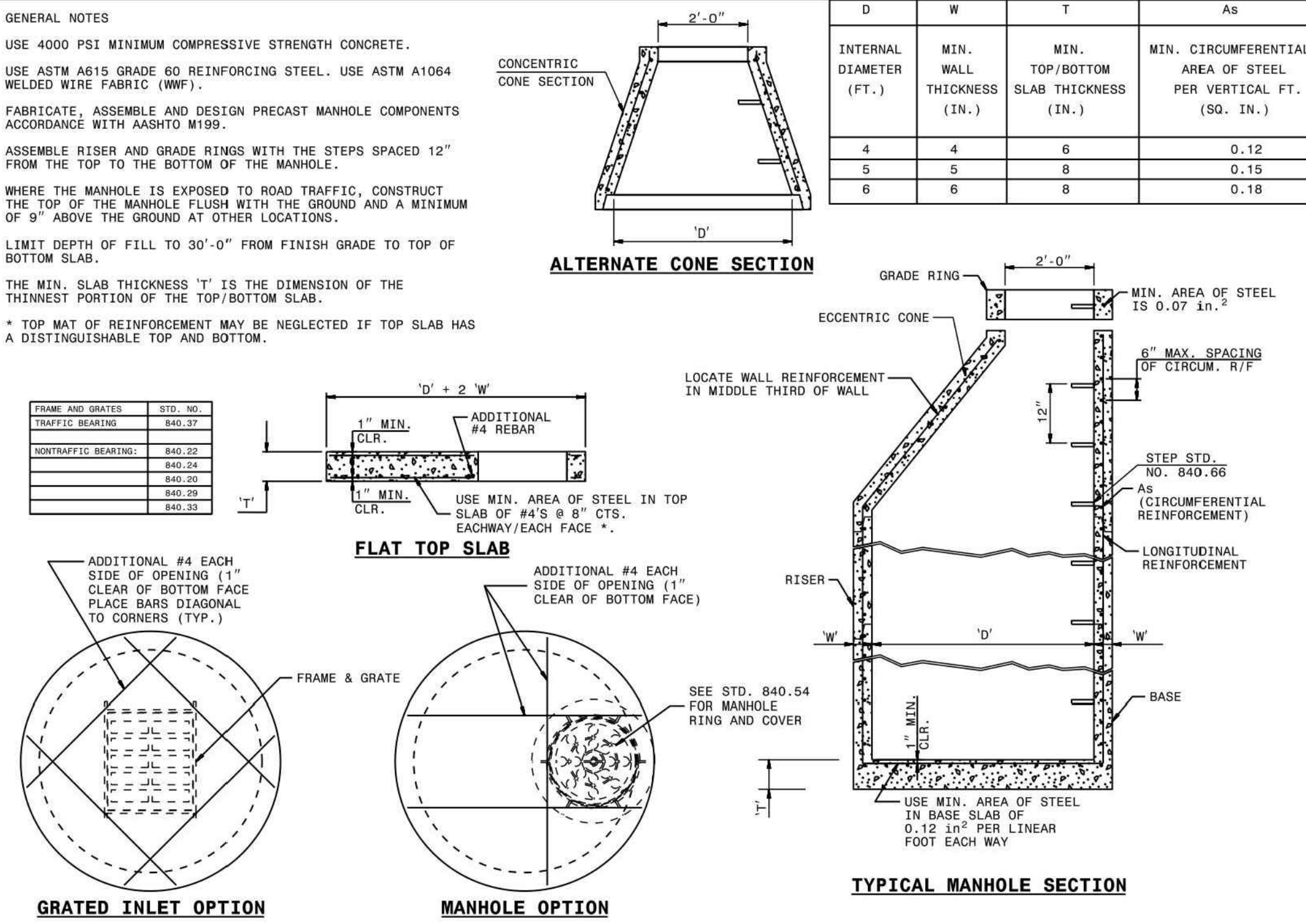
SHEET 1 OF 1
840.66



STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ROADWAY STANDARD DRAWING FOR
ANGLED VANE GRATES AND FRAMES

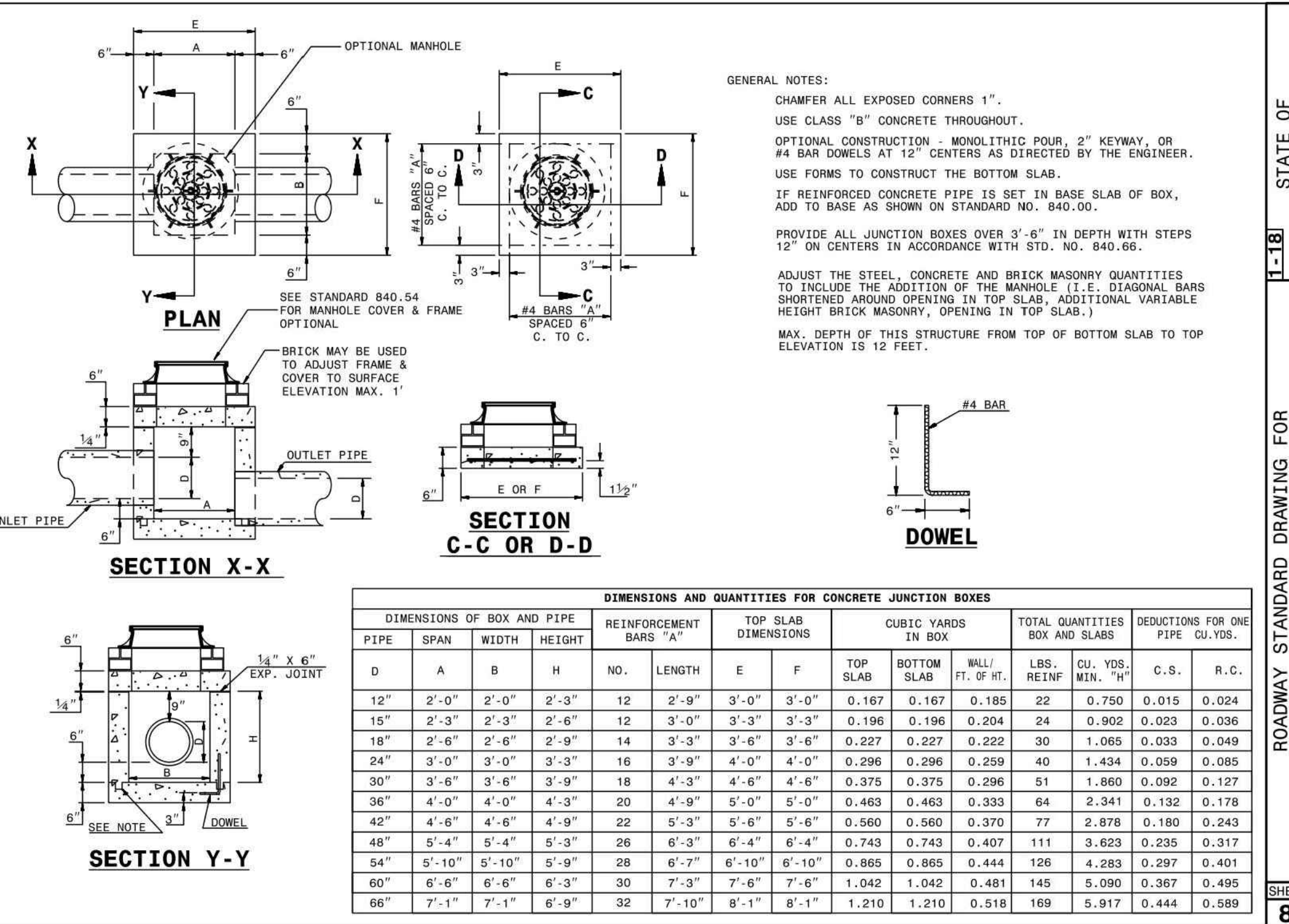
SHEET 1 OF 1
840.33



STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ROADWAY STANDARD DRAWING FOR
PRECAST MANHOLE 4', 5' AND 6' DIAMETER
12" THRU 48" PIPE

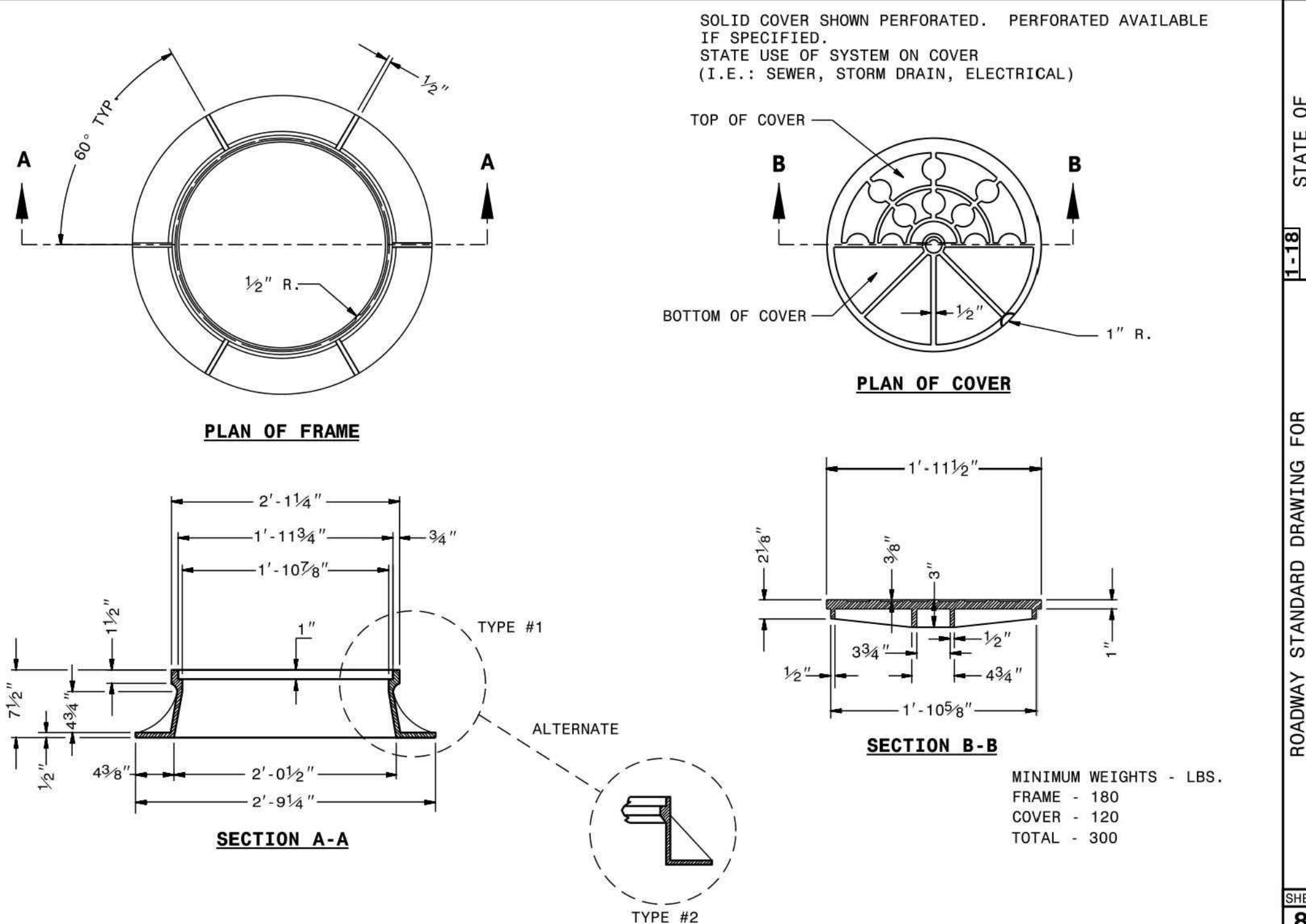
SHEET 1 OF 1
840.52



STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ROADWAY STANDARD DRAWING FOR
CONCRETE JUNCTION BOX
(WITH OPTIONAL MANHOLE)

SHEET 1 OF 1
840.31



STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ROADWAY STANDARD DRAWING FOR
MANHOLE FRAME AND COVER

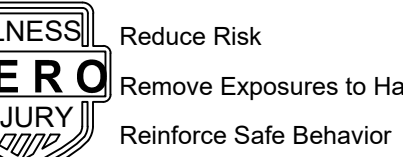
SHEET 1 OF 1
840.54

DRAWING NUMBER
CFD-XXXX- A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



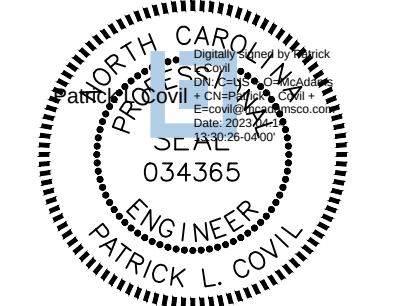
1100 Dresser Court
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2905 Meridian Parkway
Durham, NC 27713

phone 919.361.5000
fax 919.361.2269
license number: C-0293, C-187

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HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

REVISION	DATE	BY	DESCRIPTION
1	4/07/23	SNP	REDUCTION OF CLEARING ACTIVITIES

PROJECT NO. 22-008

DRAWING NUMBER

CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:

DRAWN BY: SMP 08-26-2022

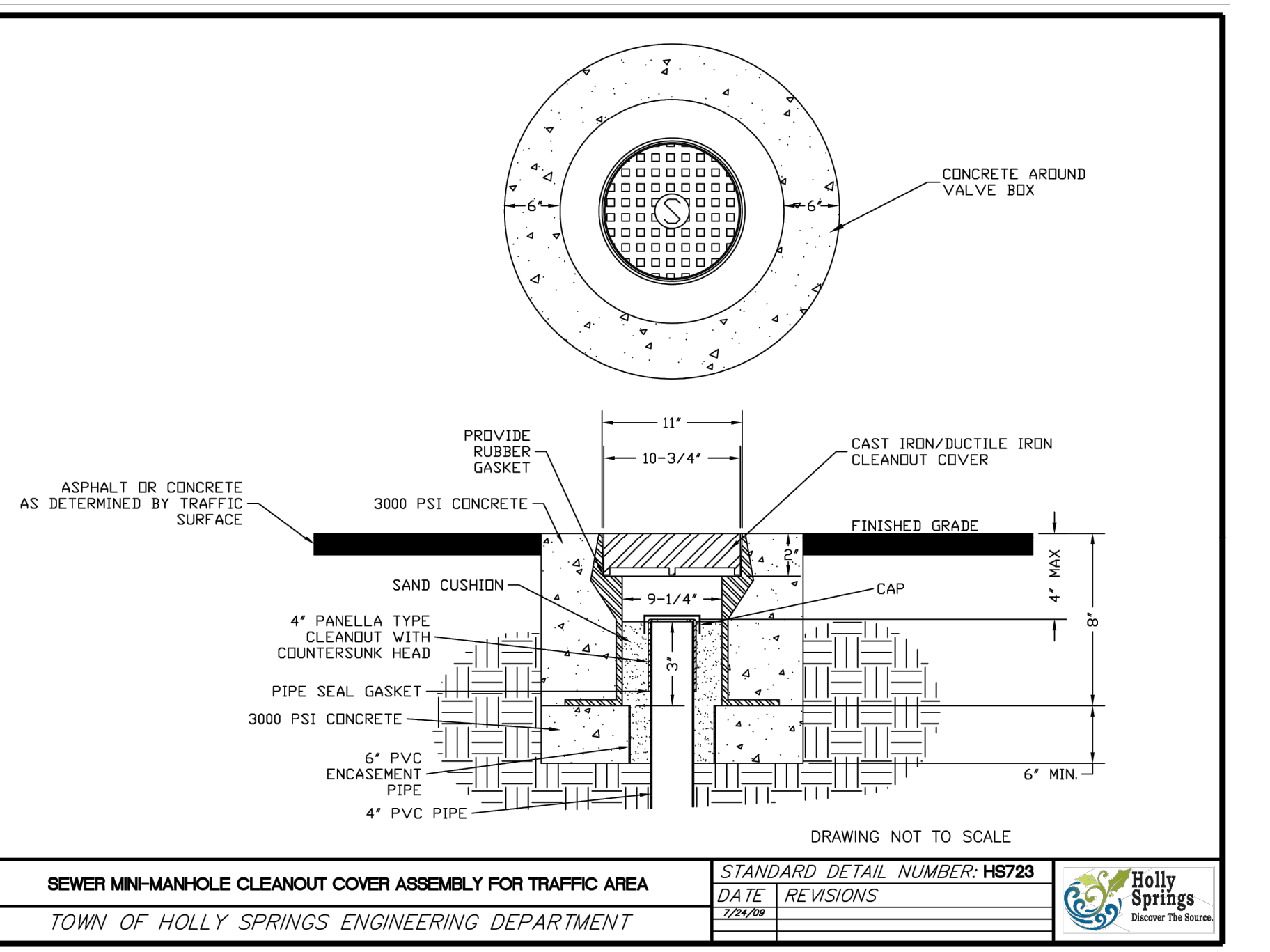
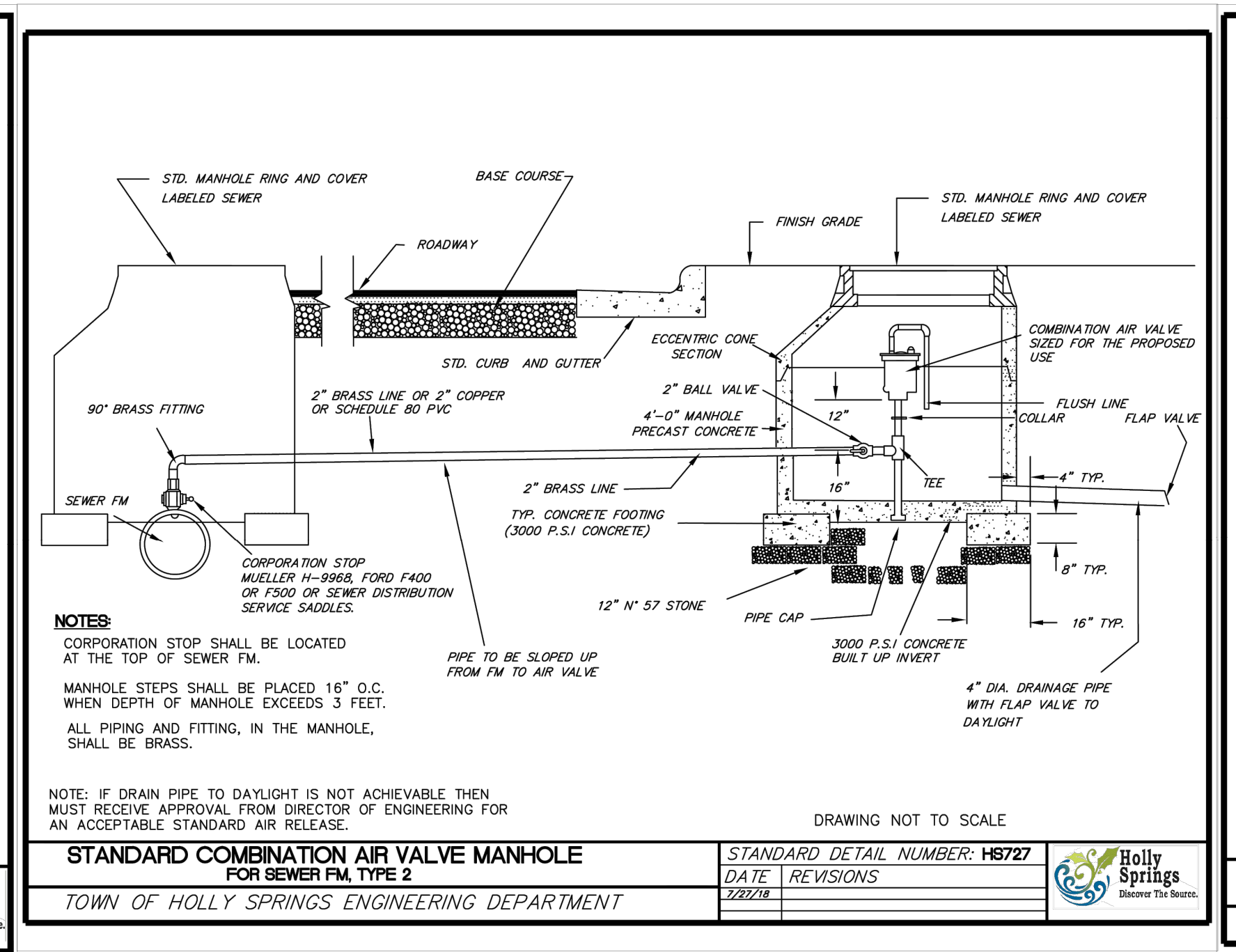
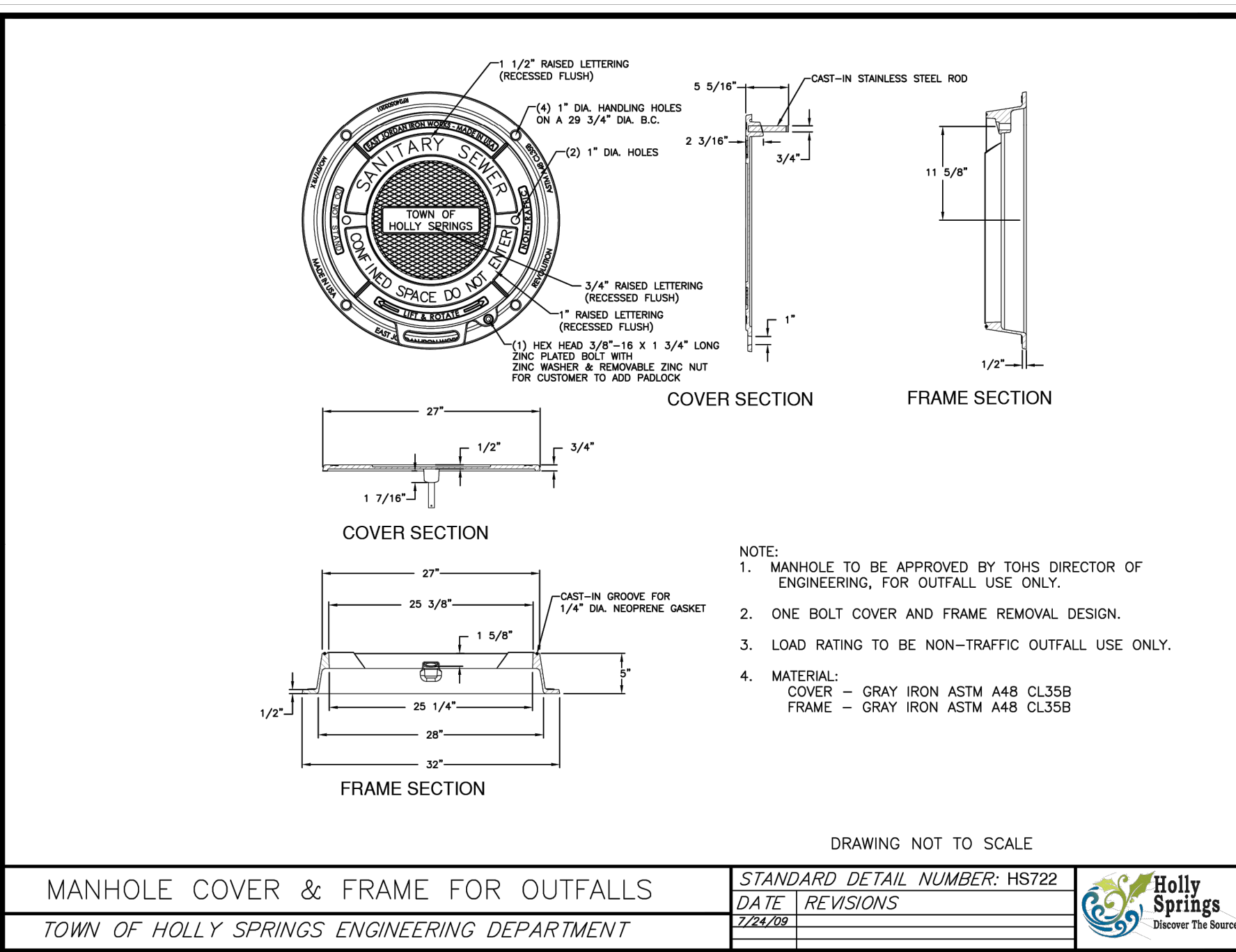
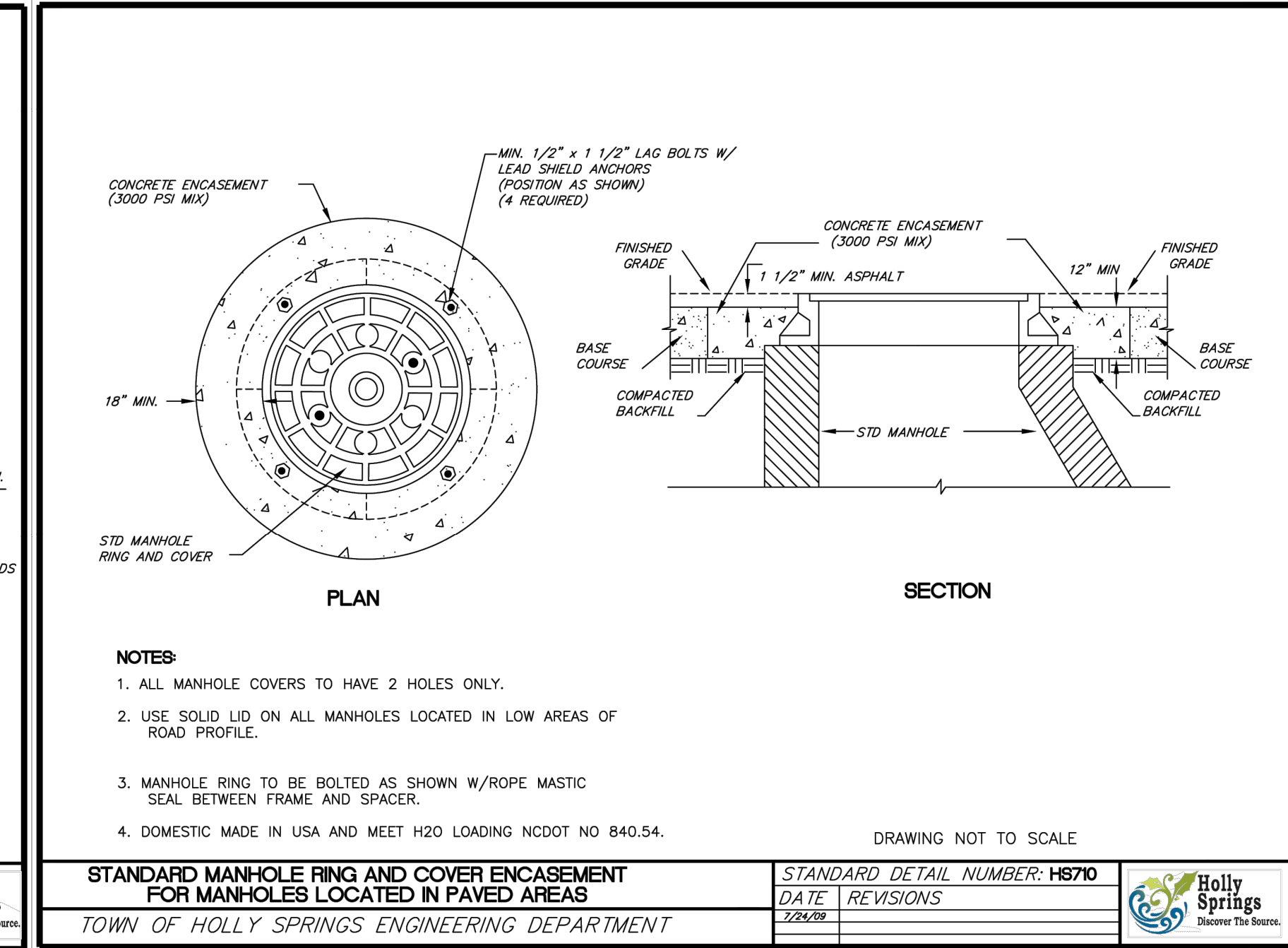
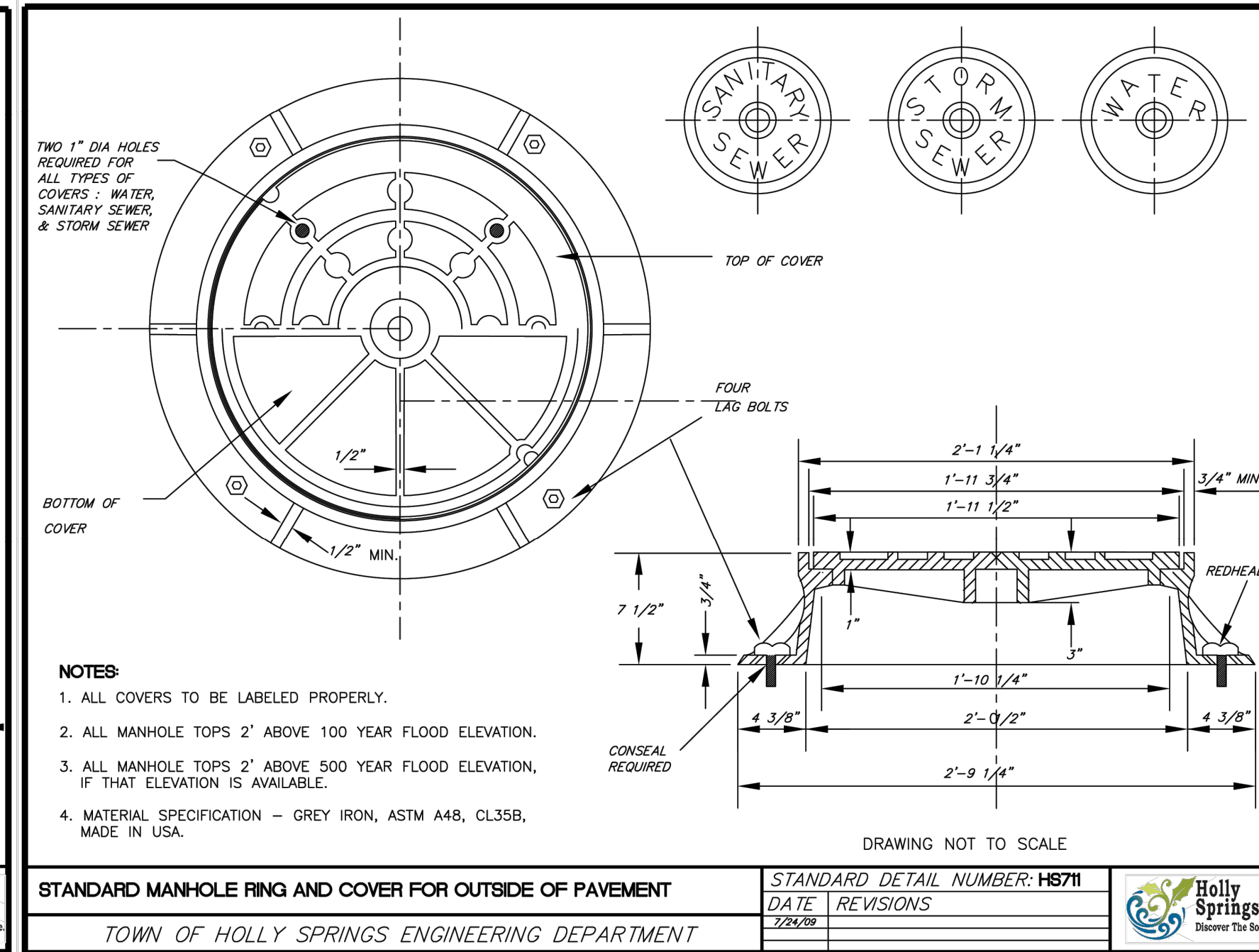
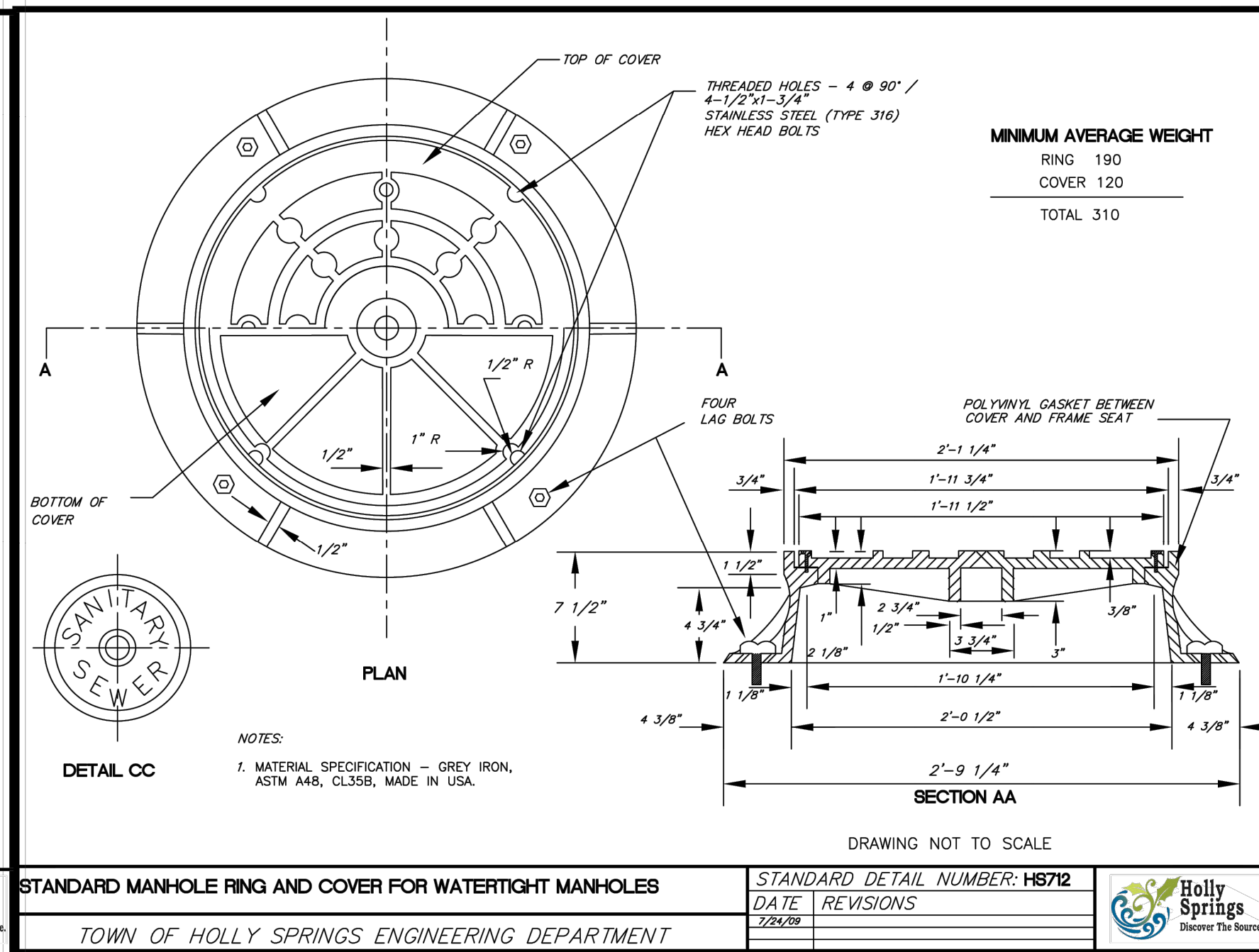
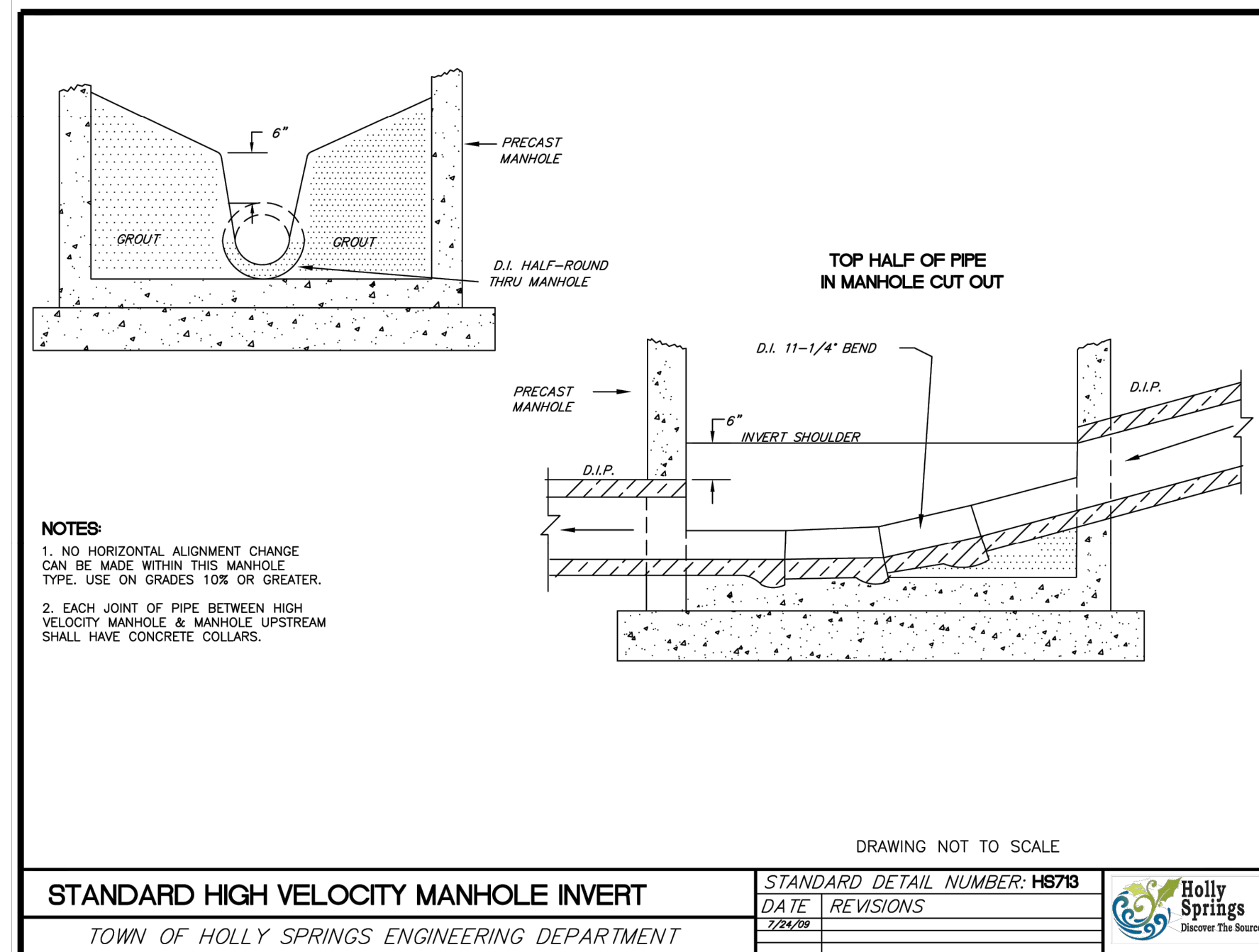
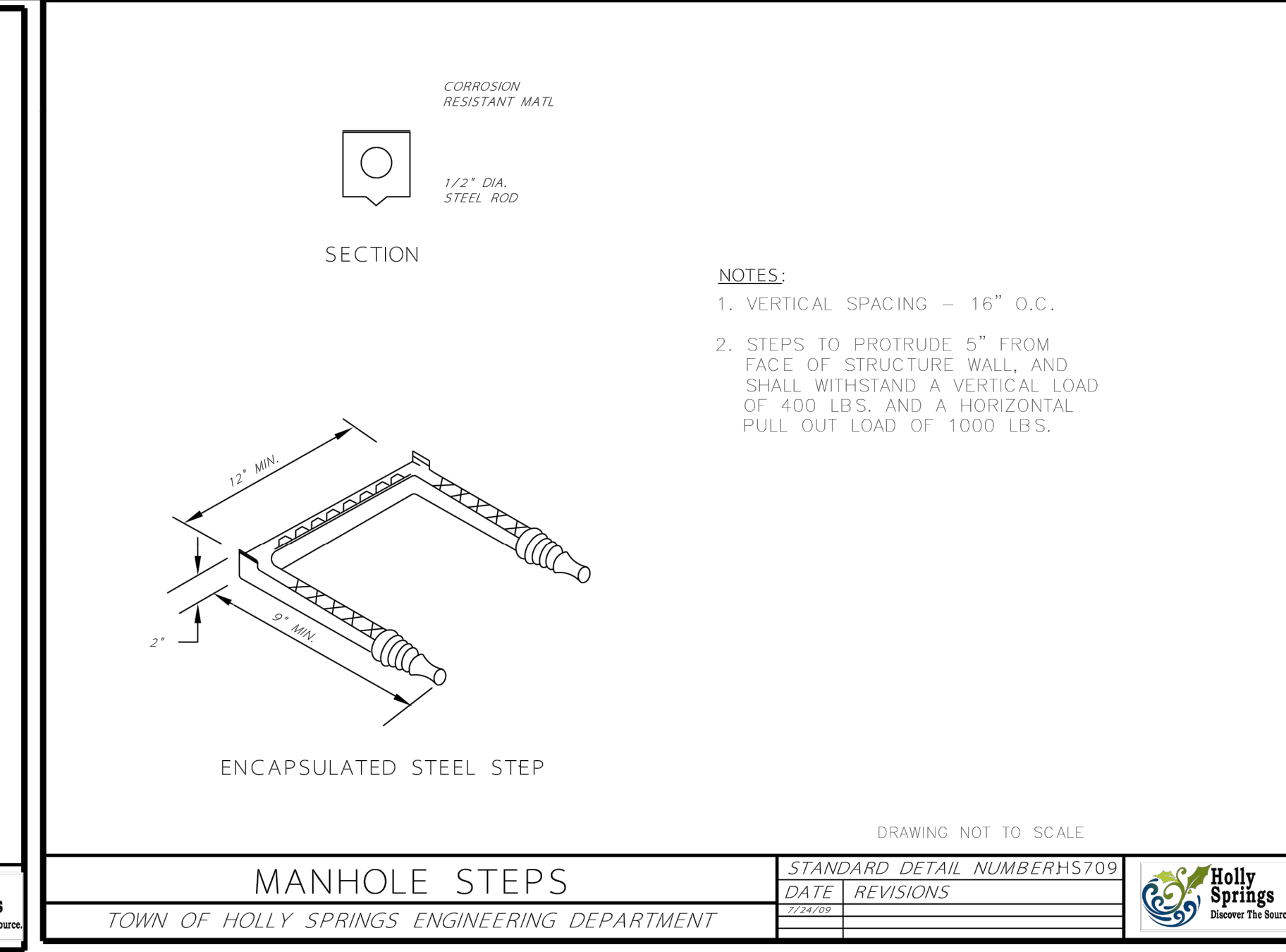
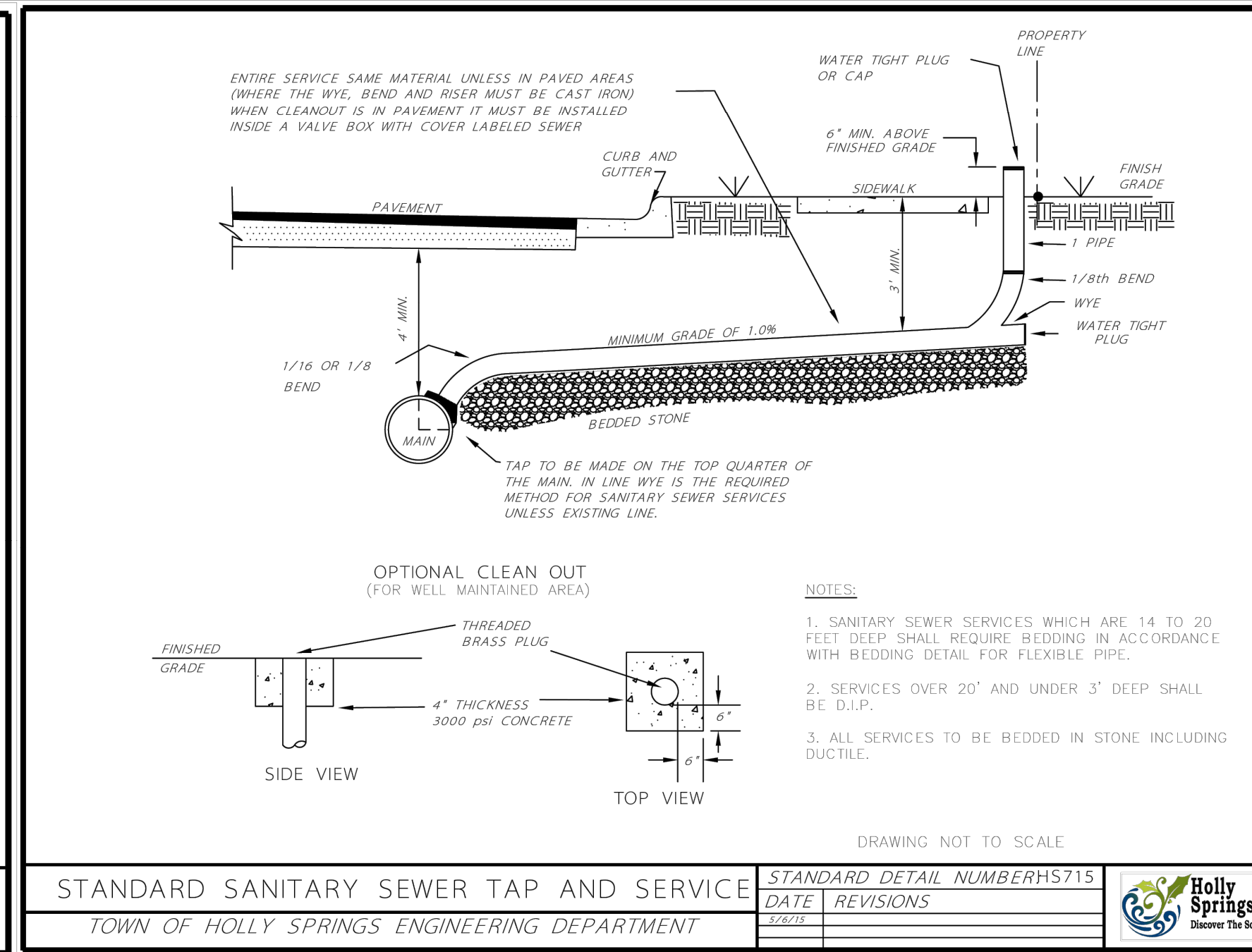
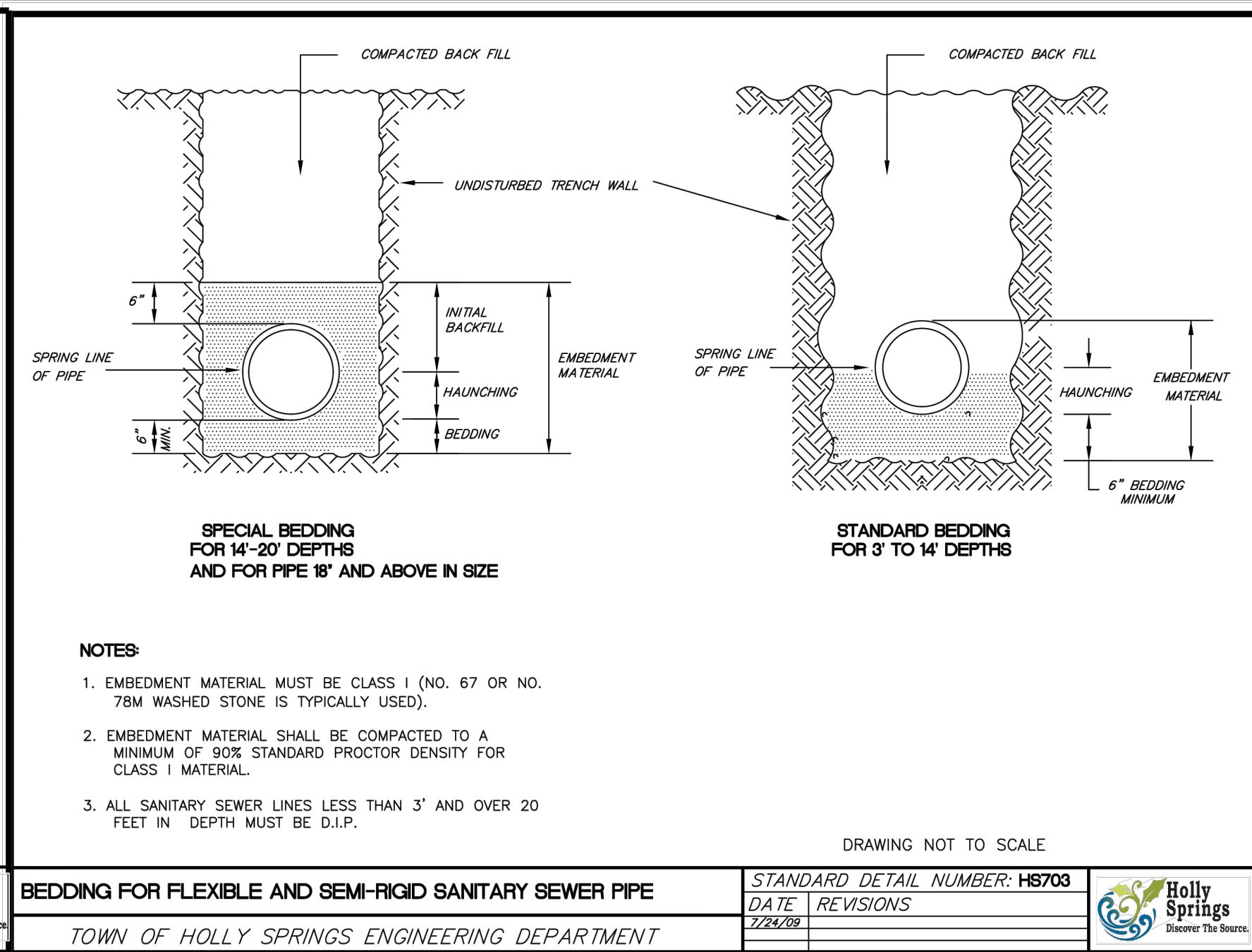
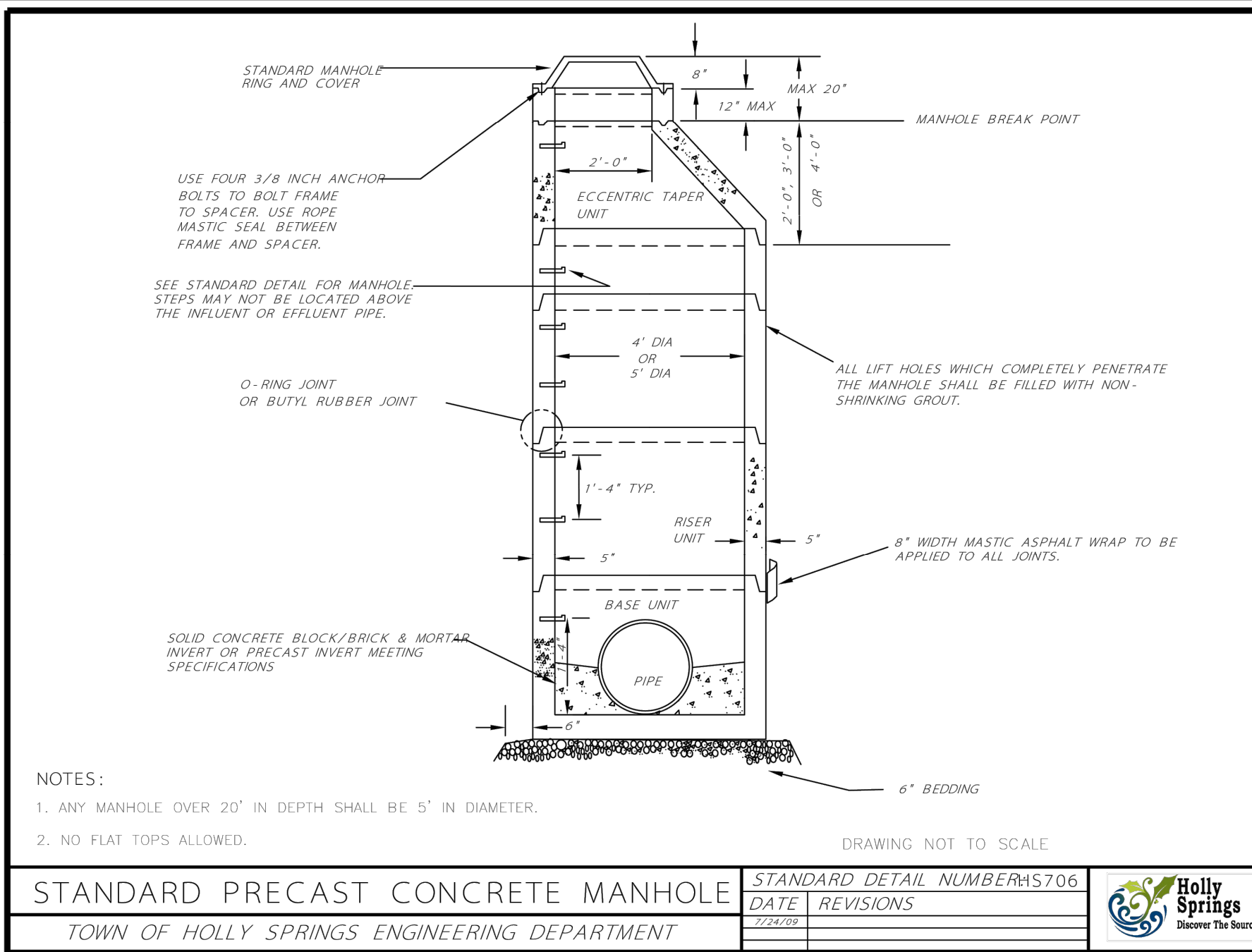
CHK'D BY: KAS

E-MAIL: COVIL@MCADAMSCS.CO

SHEET TITLE
STORM DRAINAGE
DETAILS

SHEET NO.

C8.08



DRAWING NUMBER
CFD-XXXXX A000 -XXXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
ILLNESS Reduce Risk
ZERO INJURY Remove Exposures to Hazards
IMPAIRMENT Reinforce Safe Behavior

HH
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license number: C-0293, C-187
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SEAL
STATE OF NORTH CAROLINA
JULY 1, 2009
034365
PATRICK L. CIVIL
ENGINEER

HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD
PROJECT STATUS: DEVELOPMENT

DATE ISSUED: 8-26-2022

PROJECT NO. 22-008

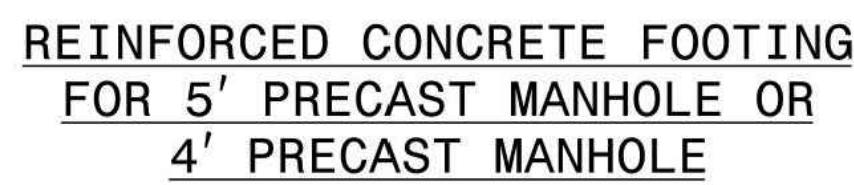
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CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

SHEET TITLE
SANITARY SEWER DETAILS

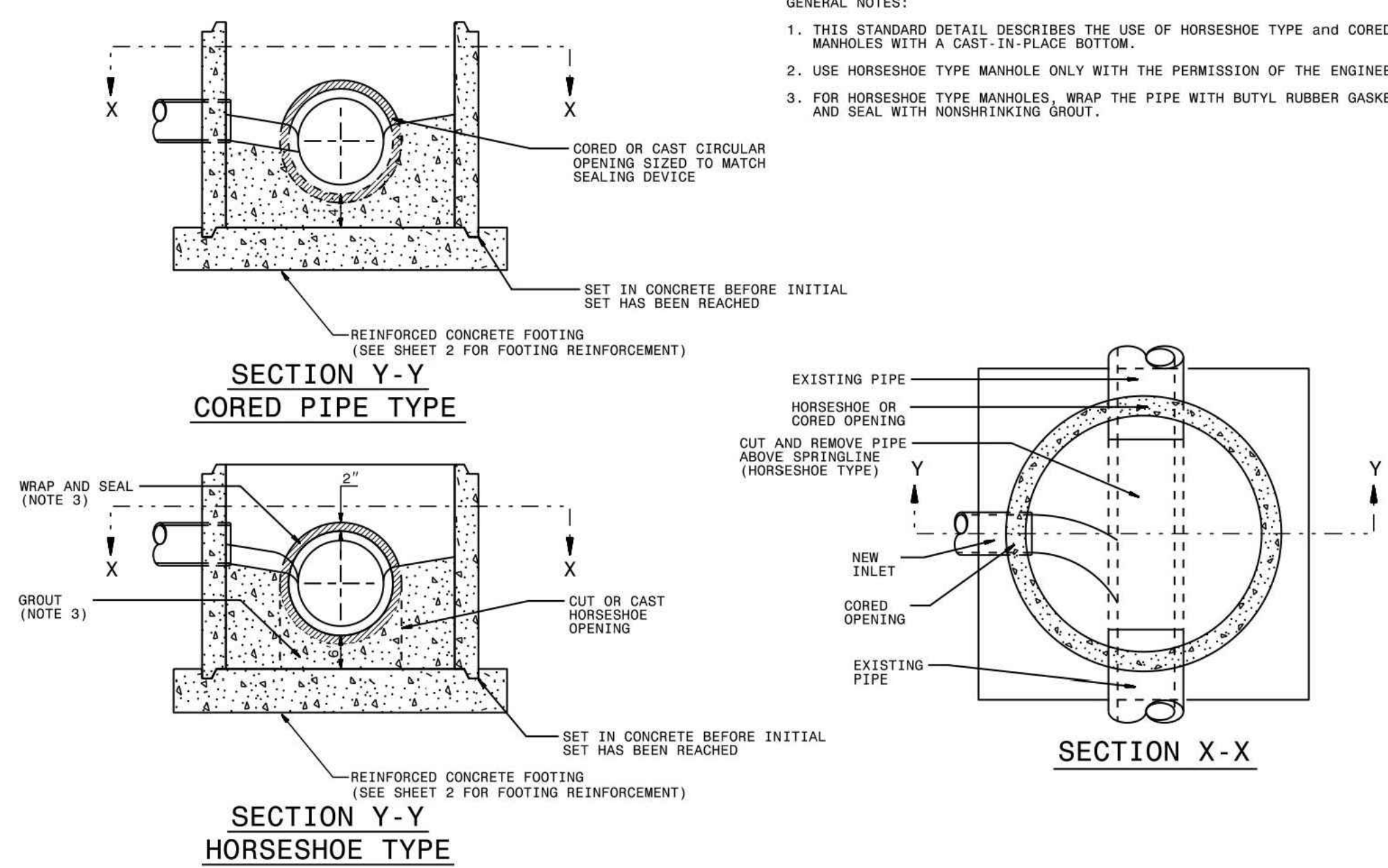
SHEET NO.
C8.09

REVISION	DATE	BY	DESCRIPTION
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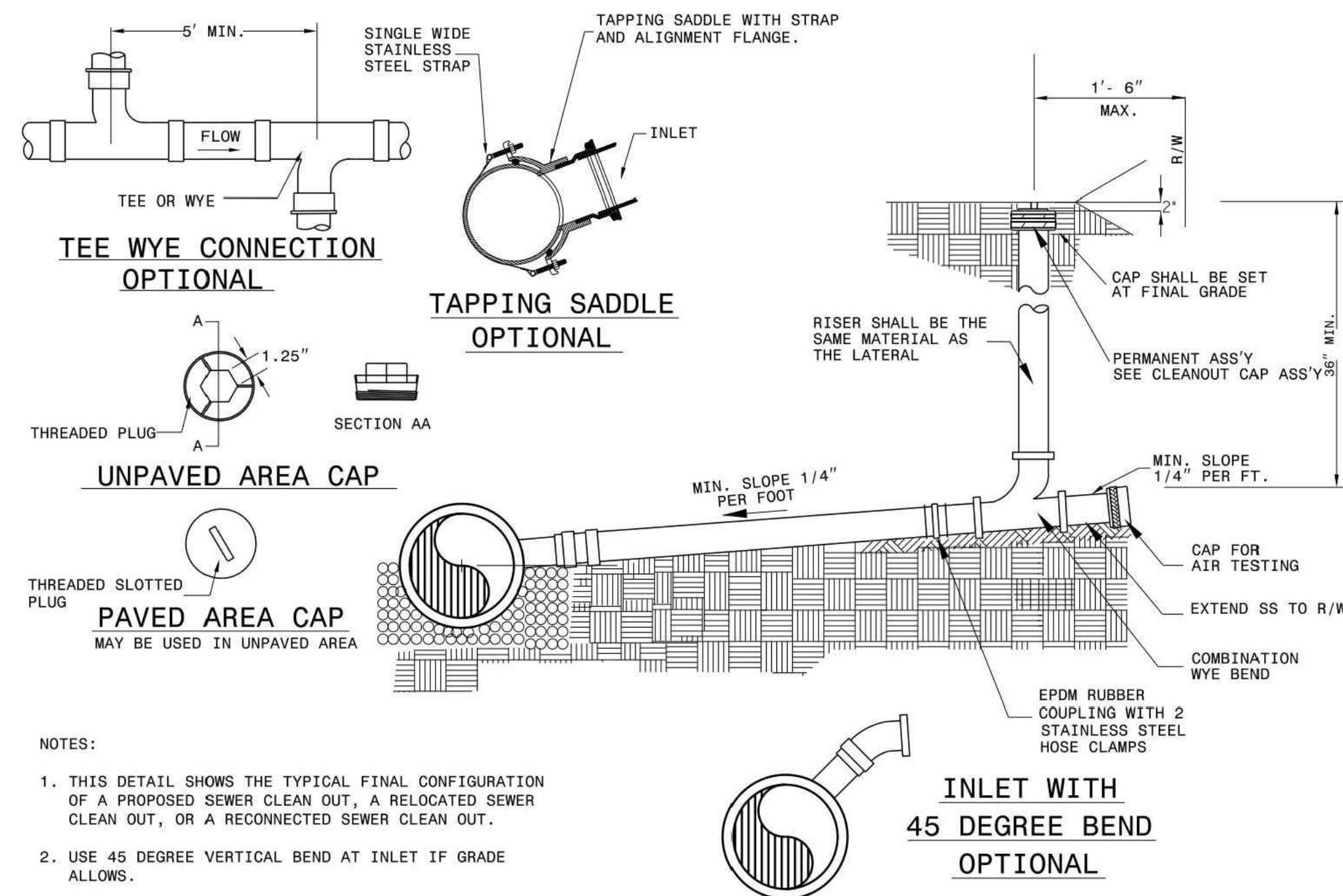


BILL OF MATERIAL FOR 8'-0" FOOTING				
BAR	SIZE	LENGTH	NO.	WT. lbs.
T3	#5	7'-6"	24	188
CLASS "A" CONC. YD ³ 12" THICK				2.37

A diagram of a horizontal bar labeled "T1, T2 OR T3 BAR". At each end of the bar, there is a hook. Below each hook, the text "7" HOOK (PER CRSI)" is written. The hooks are shown as curved segments extending from the ends of the bar.



SHEET 1 OF 2
1525.06



SHEET 1 OF 1
1520.01



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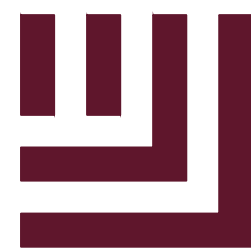
Safety Expectations:



- Reduce Risk
- Remove Exposures to Hazards
- Reinforce Safe Behavior



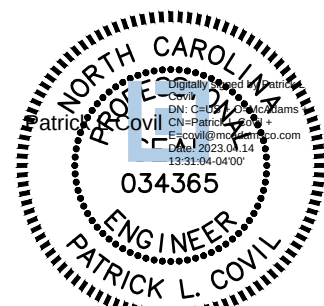
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HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: **8-26-2022**
PROJECT STATUS: **DEVELOPMENT**

[illegible]

04-Production/Engineering/Development	PROJECT NO. 22-008	
	DRAWING NUMBER	
	CFD-XXXX-	A000 XXXXX
	ELECTRONIC FILE NAME:	
	DRAWN BY: SMP	08-26-2022
CHK'D BY: KAS	08-26-2022	
E-MAIL: COVIL@MCADAMSCO.CO		

Projects/DKEY SHEET TITLE
**SANITARY SEWER
DETAILS**

SHEET NO. _____

C8.10

STORMWATER CONTROL MEASURE 'A' CONSTRUCTION SPECIFICATIONS

GENERAL NOTES

1. PRIOR TO CONSTRUCTION, ANY DISCREPANCIES IN THE PLANS AND NOTES SHALL BE BROUGHT TO THE DESIGN ENGINEER'S ATTENTION IMMEDIATELY.
2. THE PROJECT WILL MEET ALL OF THE REQUIREMENTS RELATIVE TO BEST MANAGEMENT PRACTICES AND ENGINEERED STORMWATER CONTROL STRUCTURES AS OUTLINED IN THE TOWN OF HOLLY SPRINGS LAND DEVELOPMENT ORDINANCE, (CHAPTER 7, PART 7.3, LDO)
3. THE FINAL CERTIFICATION FOR THIS FACILITY WILL INCLUDE A CERTIFICATION BY THE ON-SITE GEOTECHNICAL ENGINEER THAT THE PROJECT WAS CONSTRUCTED PER THE APPROVED PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE ON-SITE GEOTECHNICAL ENGINEER FOR OBSERVATION AND TESTING SUCH THAT THE ON-SITE GEOTECHNICAL ENGINEER CAN CERTIFY THE CONSTRUCTION OF THE DAM EMBANKMENT AND SPILLWAY. THIS CERTIFICATION MUST ADDRESS THE TESTING FOR MATERIALS AND COMPACTION OF THE DAM EMBANKMENT AND SPILLWAY.
4. ALL CONSTRUCTION ACTIVITY RELATED TO THE PROPOSED STORMWATER CONTROL MEASURE SHALL BE PER THE DETAILS AND SPECIFICATIONS SHOWN IN THESE DRAWINGS, SOILS, COMPACTION, AND OTHER MISCELLANEOUS DETAILS AND SPECIFICATIONS MAY BE MODIFIED PER THE RECOMMENDATIONS OF THE ON-SITE GEOTECHNICAL ENGINEER. HOWEVER, PRIOR TO IMPLEMENTATION, THE DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DEVIATION FROM THESE DESIGN DRAWINGS, INCLUDING SHOP DRAWINGS FOR ANY PROPOSED MODIFICATION.
5. DURING THE INITIAL STAGES OF CONSTRUCTION, THE STORMWATER CONTROL MEASURE MAY BE USED AS A SEDIMENT BASIN FOR EROSION CONTROL PURPOSES. IF SO, THE CONTRACTOR SHALL FOLLOW THE GENERAL CONSTRUCTION SEQUENCE BELOW:
 - A. THE CONTRACTOR SHALL CONSTRUCT THE ENTIRE FACILITY (PERMANENT OUTLET STRUCTURE, DAM, ETC.) WITH THE EXCEPTION OF THE INTERIOR FINE GRADING FOR THE FACILITY. THE INTERIOR FINE GRADING WILL BE CONSTRUCTED ONCE THE EROSION CONTROL PHASE IS COMPLETE.
 - B. THE TEMPORARY DRAW DOWN RISER (OR SKIMMER) SHALL BE CONNECTED TO THE PERMANENT 6" Ø DIP DRAIN PIPE.
 - C. ONCE THE UPRIVER DRAINAGE AREA IS STABILIZED AND THE EROSION CONTROL INSPECTOR APPROVES THE REMOVAL OF THE SEDIMENT BASIN, THE CONTRACTOR SHALL REMOVE THE TEMPORARY DRAW DOWN RISER (OR SKIMMER) AND CLEAN OUT THE BASIN. ALL SEDIMENT, TRASH, ETC. SHALL BE DISPOSED OF PROPERLY (I.E., PLACED IN A LANDFILL) AND NOT STOCKPILED IN AN AREA WHERE WATER QUALITY COULD BE ADVERSELY AFFECTED.
 - D. ONCE THE BASIN IS CLEANED OUT, AND ALL EROSION CONTROL DEVICES REMOVED, THE CONTRACTOR SHALL CONSTRUCT THE INTERIOR GRADING SHOWN ON THIS SHEET.
 - E. ONCE THE GRADING IS COMPLETE, THE CONTRACTOR SHALL REQUEST AN ON-SITE INSPECTION AND AN AS-BUILT SURVEY PRIOR TO INSTALLATION OF THE STORMWATER CONTROL MEASURE PLANTS. IF THE CONTRACTOR PLANTS THE PROPOSED VEGETATION PRIOR TO AN AS-BUILT SURVEY (AND SUBSEQUENT APPROVAL), ANY CHANGES TO THE GRADING / RE-PLANTING OF PLANTS WILL BE AT THE CONTRACTOR'S EXPENSE.
 - F. ONCE THE ENGINEER HAS APPROVED THE AS-BUILT GRADING, THE CONTRACTOR SHALL PLANT THE PROPOSED STORMWATER CONTROL MEASURE PLANTS SHOWN ON THE LANDSCAPE PLAN FOR THE FACILITY. AFTER COMPLETION OF THE PLANTING, THE LANDSCAPE CONTRACTOR SHALL PROVIDE A LETTER TO THE ENGINEER CERTIFYING THAT THE PLANTS HAVE BEEN INSTALLED PER THE APPROVED STORMWATER CONTROL MEASURE PLANTING PLAN.
6. ALL OSHA REQUIREMENTS FOR EXCAVATIONS (SHORING, DEPTH, ETC.) ARE THE RESPONSIBILITY OF THE CONTRACTOR. IF REQUIRED, THE CONTRACTOR SHALL PROVIDE AN EXCAVATION PLAN TO BE SEALED BY A NC P.E. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE IF AN EXCAVATION PLAN IS REQUIRED. THE JOHN R. MCADAMS COMPANY ASSUMES NO RESPONSIBILITY FOR ANY EXCAVATION DESIGN RELATED TO SAFETY OR OSHA REQUIREMENTS.
7. ON-SITE GEOTECHNICAL ENGINEER SHALL DETERMINE THE IN-SITU SOIL INFILTRATION RATE OF THE STORMWATER CONTROL MEASURE BOTTOM. BASED ON THE RESULTS, THE DESIGN ENGINEER SHALL DETERMINE IF A LINER WILL BE NEEDED TO MAINTAIN A PERMANENT POOL. UPON DETERMINATION OF INCH PER HOUR PERMEABLE SOILS AND THE REASONABLE HIGH WATER TABLE OUTSIDE OF THE ACCEPTABLE RANGE, THE DESIGN ENGINEER WILL PROVIDE SPECIFICATIONS FOR THE LINER.
8. IT IS ANTICIPATED THAT DEWATERING WILL BE NECESSARY IN THE EXCAVATION AREAS (E.G., EMBANKMENT SUB GRADE, INTERIOR PORTIONS OF THE STORMWATER CONTROL MEASURE, KEY TRENCH, ETC.). THEREFORE, THE CONTRACTOR SHALL FURNISH, INSTALL, OPERATE, AND MAINTAIN ANY PUMPING EQUIPMENT, ETC. NEEDED FOR REMOVAL OF WATER FROM VARIOUS PARTS OF THE STORMWATER CONTROL MEASURE SITE. DURING PLACEMENT OF FILL WITHIN THESE AREAS, THE CONTRACTOR SHALL KEEP THE WATER LEVEL BELOW THE BOTTOM OF THE EXCAVATION / CONSTRUCTION AREAS. THE MANNER IN WHICH THE WATER IS REMOVED SHALL BE SUCH THAT THE EXCAVATION BOTTOM AND SIDE SLOPES ARE STABLE, WITH NO SEDIMENT DISCHARGED FROM THE SITE (I.E. PUMPED WATER MAY NEED TO BE DIRECTED TO AN APPROVED EROSION CONTROL DEVICE SUCH AS A DIRT BAS (AFC ENVIRONMENTAL), OR ENGINEER APPROVED EQUIVALENT, PRIOR TO DISCHARGE).
9. THE GRADES SHOWN ON THIS PLAN ARE FINISHED GRADES. IF THE EXISTING SOIL LAYER AFTER CONSTRUCTION / COMPACTION IS NOT DETERMINED SUITABLE BY A LANDSCAPE PROFESSIONAL FOR THE WET POND PLANTINGS, THEN THE CONTRACTOR SHALL AMEND THE PLANTING AREA OF THE WET POND AS DIRECTED BY A LANDSCAPE PROFESSIONAL.
10. PRIOR TO TOPSOIL INSTALLATION, THE CONTRACTOR SHALL SCARIFY THE TOP 2" TO 3" OF THE BERM SECTION TO PROMOTE BONDING OF THE TOPSOIL WITH THE COMPACTED FILL. THE TOPSOIL DEPTH SHALL RANGE FROM 3'-4" ON THE DAM EMBANKMENT AND WET POND. PLEASE NOTE THE TOPSOIL SHALL BE AMENDED, AS DIRECTED BY A LANDSCAPE PROFESSIONAL, PRIOR TO INSTALLATION ON THE EMBANKMENT AND WET POND.
11. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN FOR THE PERMANENT PLANTING PLAN/SCHEDULE FOR THIS FACILITY. THE CONTRACTOR SHALL COORDINATE WITH A LANDSCAPE PROFESSIONAL REGARDING SCHEDULING FOR PLANT INSTALLATION. PLEASE NOTE THAT NO TREES/SHRUBS OF ANY TYPE MAY BE PLANTED ON THE PROPOSED DAM EMBANKMENT (FILL AREAS).

OUTLET STRUCTURE MATERIAL SPECIFICATIONS

1. THE 42" Ø RCP OUTLET BARREL SHALL BE CLASS III RCP, MODIFIED BELL AND SPIGOT, MEETING THE REQUIREMENTS OF ASTM C767-LATEST. THE PIPES SHALL HAVE CONFINED O-RING RUBBER GASKET JOINTS MEETING ASTM C-443-LATEST. THE PIPE JOINTS SHALL BE TYPE A-4.
2. THE STRUCTURAL DESIGN FOR THE 6' X 6' (INTERNAL DIMENSIONS) RISER BOX WITH EXTENDED BASE SHALL BE BY OTHERS. PRIOR TO ORDERING THE STRUCTURES, THE CONTRACTOR SHALL PROVIDE, TO THE DESIGN ENGINEER FOR REVIEW, SHOP DRAWINGS AND SUPPORTING STRUCTURAL CALCULATIONS SEALED BY A P.E. REGISTERED IN NORTH CAROLINA DEMONSTRATING THE PERTINENT VERTICAL LOADS ARE SUPPORTED BY THE CONCRETE RISER STRUCTURE.
3. THE RISER BOX OUTLET STRUCTURE SHALL BE PROVIDED WITH STEPS 36" ON CENTER. STEPS SHALL BE PROVIDED ON THE INNER WALL OF THE RISER BOX. STEPS SHALL BE IN ACCORDANCE WITH NC DOT STD. 480.06. PLEASE REFER TO SHEET C3.01 FOR LOCATION OF THE RISER STEPS. NOTE THE STEPS SHALL LINE UP WITH THE ACCESS HATCH OF THE RISER REACK.
4. THE CONCRETE ANTI-FLOTATION BLOCK SHALL BE CAST-IN-PLACE. STEEL REINFORCEMENT AND CONNECTION TO THE RISER SHALL BE PROVIDED IN ACCORDANCE WITH THE DETAIL ON SHEET C3.02. THE CONTRACTOR SHALL ENSURE THE WEIGHT OF THE ENTIRE RISER STRUCTURE IS GREATER THAN OR EQUAL TO 38,072 LBS. IN USE OF CAST-IN-PLACE, THE CONTRACTOR MAY OPT FOR A PRECAST ANTI-FLOTATION BLOCK. SHOP DRAWINGS FOR THE PRECAST BLOCK SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW. THE PRECAST ANTI-FLOTATION BLOCK SHALL HAVE A SHIPPING WEIGHT OF 28,400 LBS.
5. THE RISER BOX JOINTS SHALL BE SEALED USING BUTYL RUBBER SEALANT CONFORMING TO ASTM-C990-LATEST. IF NECESSARY, THE CONTRACTOR SHALL INCORPORATE A WATERSTOP INTO THE RISER BOX JOINT TO ENSURE A WATER-TIGHT CONNECTION. THE CONTRACTOR SHALL PARGE JOINTS ON BOTH THE INSIDE AND OUTSIDE WITH NON-SHRINK GROUT AND INSTALL GALVANIZED STEEL STRAPS PER DETAIL ON SHEET C3.01.
6. PRIOR TO ORDERING, THE CONTRACTOR SHALL SUBMIT TRASH RACK SHOP DRAWINGS TO THE ENGINEER FOR REVIEW. CONTRACTOR SHALL ENSURE THAT AN ACCESS HATCH IS PROVIDED WITHIN THE TRASH RACK (SEE DETAIL FOR LOCATION) THAT WILL ALLOW FOR FUTURE MAINTENANCE ACCESS. CONTRACTOR SHALL ALSO PROVIDE A CHAIN AND LOCK FOR SECURING THE ACCESS HATCH. NOTE THE ACCESS HATCH SHALL LINE UP WITH THE ACCESS STEPS AFTER INSTALLATION.
7. ALL POURED CONCRETE SHALL MEET THE FOLLOWING SPECIFICATIONS UNLESS OTHERWISE NOTED:
 - MINIMUM 3000 PSI (28 DAY)
 - SLUMP = 3" - 5"
 - EXTRACTED AIR = 5% - 7%PLEASE NOTE NO CONCRETE SHALL BE POURED WHEN THE AMBIENT AIR TEMPERATURES ARE EXPECTED TO BE ABOVE 85°F OR BELOW 40°F. CAST-IN-PLACE CONCRETE SHALL BE "WET CURED" AFTER FINISHING FOR A MINIMUM OF 48 HOURS.
- ON-SITE GEOTECHNICAL ENGINEER TO ENSURE AND CERTIFY ALL POURED CONCRETE MEETS THE ABOVE SPECIFICATIONS.
8. GEOTEXTILE FABRIC FOR THE 42" Ø RCP OUTLET BARREL JOINTS SHALL BE MIRAFI 180N OR ENGINEER APPROVED EQUAL (NON-WOVEN FABRIC).
9. STORMWATER CONTROL MEASURE EMERGENCY DRAW DOWN IS VIA AN 6" Ø PLUG VALVE. THE VALVE SHALL BE A MBH STYLE 1820 ECCENTRIC VALVE OR APPROVED EQUAL. THIS VALVE IS IN ACCORDANCE WITH AWWA C-517, AND SHALL BE OPERABLE FROM TOP OF OUTLET STRUCTURE VIA A HAND WHEEL (SEE DETAIL SHEET C3.01). THE CONTRACTOR SHALL PROVIDE A REMOVABLE VALVE WRENCH WITH A HAND WHEEL ON TOP FOR OPERATION OF THE 6" Ø PLUG VALVE.

CONSTRUCTION SEQUENCE

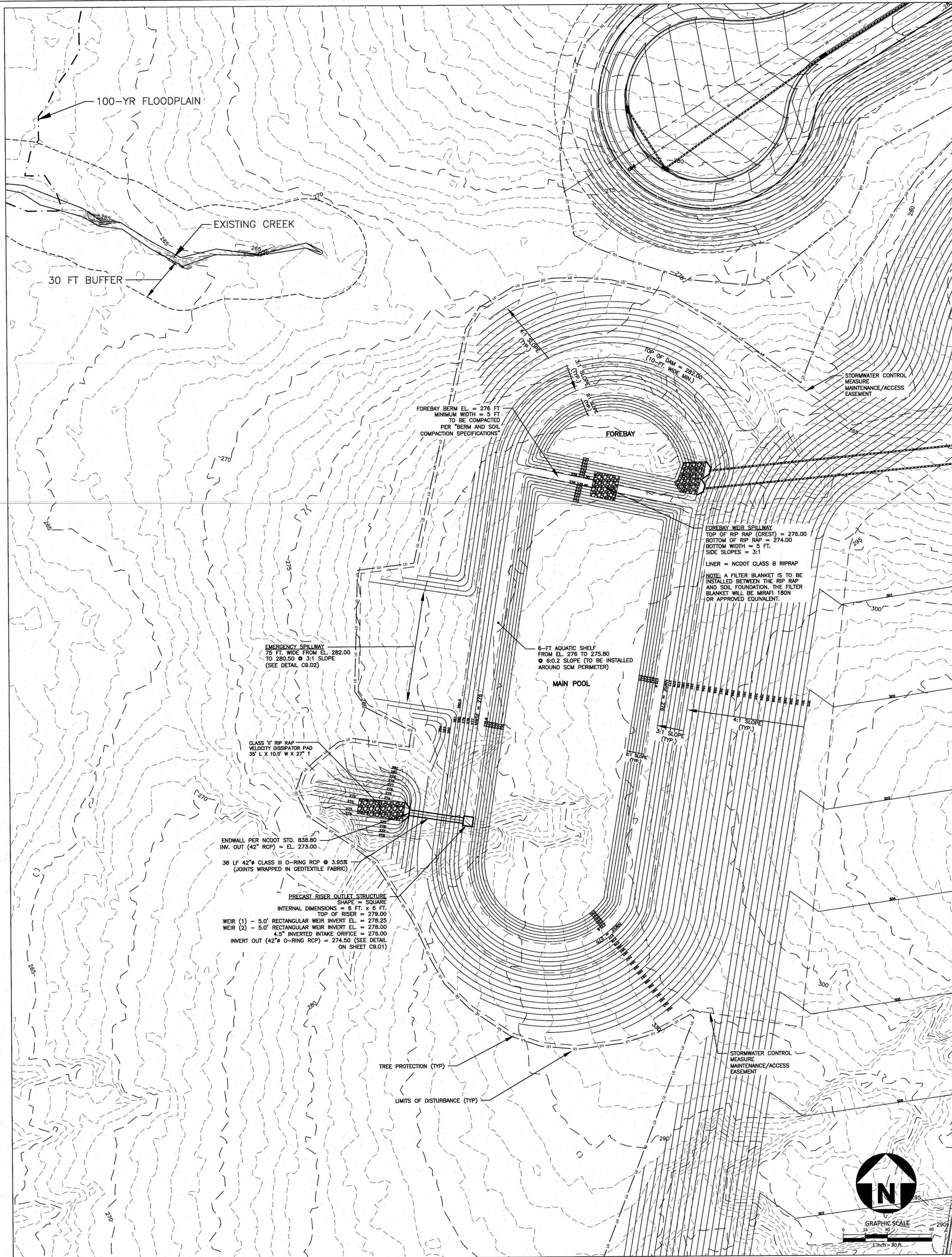
1. PRIOR TO CONSTRUCTION, THE OWNER SHALL OBTAIN A LAND DISTURBING (GRADING) PERMIT AND AN "APPROVAL TO CONSTRUCT" FROM THE TOWN OF HOLLY SPRINGS AND ALL OTHER NECESSARY PERMITS FROM APPLICABLE AGENCIES (E.G., A04 / A01 PERMITS).
2. INSTALL ALL SEDIMENT AND EROSION CONTROL MEASURES PER THE APPROVED SEDIMENT AND EROSION CONTROL PLAN. THE CONTRACTOR SHALL MAINTAIN ALL APPROVED SEDIMENT AND EROSION CONTROL MEASURES THROUGHOUT THE ENTIRE PROJECT, AS REQUIRED. THE CONTRACTOR SHALL RECEIVE APPROVAL FROM THE EROSION CONTROL INSPECTOR, AS REQUIRED BY GOVERNING AGENCIES, PRIOR TO ANY CLEARING.
3. CLEAR AND GRUB AREA WITHIN THE LIMITS OF THE PROPOSED DAM CONSTRUCTION. ALL TREES AND THEIR ENTIRE ROOT SYSTEMS MUST BE REMOVED FROM THE DAM FOOTPRINT AREA AND BACKFILLED WITH SUITABLE SOIL MATERIAL. THE BACKFILLED AREAS SHALL BE COMPACTED TO THE SAME STANDARDS AS THE DAM EMBANKMENT. THE REMAINING AREA OF THE EMBANKMENT SHALL BE STRIPPED TO A SUITABLE DEPTH AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER. ANY RESIDUAL SOILS TO BE LEFT IN PLACE MUST BE WELL SCARIFIED TO PROMOTE BONDING OF THE NEW EMBANKMENT FILL. NO EMBANKMENT MATERIAL SHALL BE PLACED FOR THE DAM OR KEY TRENCH UNTIL APPROVAL OF THE DAM SUBGRADE IS OBTAINED FROM THE ON-SITE GEOTECHNICAL ENGINEER.
4. EXCAVATE FOR THE NEW KEY TRENCH ALONG THE CENTRELING OF THE PROPOSED DAM EMBANKMENT. THE TRENCH SHALL EXTEND A MINIMUM OF 5' BELOW EXISTING GRADE OR 2' FT BELOW THE 42" RCP OUTLET BARREL AND SHALL HAVE A MINIMUM BOTTOM WIDTH OF 5 FEET. THE KEY TRENCH SIDESLOPES SHALL BE A MINIMUM OF 1:1 (H:V). WHEN EXCAVATING THE KEY TRENCH, IF ANY DEBRIS IS ENCOUNTERED TO AN EXTENT THAT SUCH DEBRIS MAY EXIST IN OTHER IN-SITU PORTIONS OF THE DAM EMBANKMENT, IT SHOULD ALSO BE REMOVED. THE KEY TRENCH SHALL BE COMPACTED TO THE SAME SPECIFICATION LISTED IN ITEM 4 OF THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS." DEPENDING UPON ON-SITE SOIL CONDITIONS ENCOUNTERED DURING EXCAVATION, THE ON-SITE GEOTECHNICAL ENGINEER MAY VARY THE DEPTH AND DIMENSIONS OF THE KEY TRENCH AS DEEMED NECESSARY. THE ON-SITE GEOTECHNICAL ENGINEER SHALL RETAIN DOCUMENTATION OF ANY VARIATION FOR FUTURE AS-BUILT SUBMITTALS TO THE TOWN OF HOLLY SPRINGS.
5. BEGIN PLACEMENT OF BACKFILL WITHIN THE KEY TRENCH. THE KEY TRENCH SHALL BE COMPACTED TO THE SPECIFICATIONS LISTED ITEM 4 OF THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS." THE KEY TRENCH SHALL BE TESTED PER THE SPECIFICATIONS LISTED IN THAT SECTION.
6. PRIOR TO INSTALLATION, SUBGRADE CONDITIONS ALONG THE SPILLWAY PIPES SHOULD BE EVALUATED BY THE ON-SITE GEOTECHNICAL ENGINEER TO ASSESS WHETHER SUITABLE BEARING CONDITIONS EXIST AT THE SUBGRADE LEVEL. SHOULD SOFT OR OTHERWISE UNSUITABLE CONDITIONS BE ENCOUNTERED ALONG THE PIPE ALIGNMENTS, THESE MATERIALS SHOULD BE UNDERCUT AS DIRECTED BY THE GEOTECHNICAL ENGINEER. THE UNDERCUT MATERIALS SHALL BE REPLACED WITH ADEQUATELY COMPACTED STRUCTURAL FILL, LEAN CONCRETE OR FLOWABLE FILL AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER.
7. IN ORDER TO HELP PROTECT THE SOIL SUBGRADE FROM DEGRADATION (DUE TO EXPOSURE, ANIMAL, SEEPAGE, AND RUNOFF) BEFORE THE CRADLE CAN BE POURED, IT IS STRONGLY RECOMMENDED THAT A 3" TO 4" THICK CONCRETE MUD MAT BE POURED OVER THE SUBGRADE ONCE IT IS APPROVED BY THE ON-SITE GEOTECHNICAL ENGINEER. THE MUD MAT WILL ALSO PROVIDE BEARING FOR THE BLOCKS THAT TEMPORARILY SUPPORT THE SPILLWAY PIPE UNTIL THE CRADLE CAN BE POURED. THE METHOD OF BLOCK SUPPORT FOR THE PIPE PROPOSED BY THE CONTRACTOR SHOULD BE SUBMITTED TO THE JOHN R. MCADAMS COMPANY FOR REVIEW.
8. BEGIN CONSTRUCTION OF THE NEW EMBANKMENT. FILL MATERIALS SHALL BE PLACED IN MAXIMUM 8" THICK LIFTS PRIOR TO COMPACTION, UNLESS DIRECTED OTHERWISE BY THE ON-SITE GEOTECHNICAL ENGINEER. FILL LIFTS SHALL BE CONTINUOUS OVER THE ENTIRE LENGTH OF FILL. IF IT IS NECESSARY, THE EMBANKMENT FILL MATERIAL WILL BE OVERBUILT IN HORIZONTAL LIFTS AND CUT BACK TO FINAL GRADE IN ORDER TO ACHIEVE PROPER COMPACTION.
9. AS CONSTRUCTION OF THE EMBANKMENT MOVES FORWARD, IT WILL BE NECESSARY TO INSTALL THE CONCRETE CRADLE. SEE NOTE ON CRADLE DETAIL (SHEET C3.02). THIS MAY BE CONSTRUCTED USING ONE OF THE FOLLOWING METHODS:
 - A. IF THE PROPOSED STRUCTURAL FILL MATERIAL IS UTILIZED AS THE FORMWORK FOR THE CONCRETE CRADLE, THEN THE STRUCTURAL FILL SHOULD BE INSTALLED AND COMPACTED UP TO THE TOP OF CONCRETE CRADLE ELEVATION. ONCE STRUCTURAL FILL REACHES THE NEXT DOWNSTREAM JUNCTION BOX OR HEADWALL AND IS COMPACTED TO THE ELEVATION OF THE TOP OF THE CONCRETE CRADLE, EXCAVATE THE CONCRETE CRADLE TRENCH PER THE PROVIDED DETAILS AND CONSTRUCT THE CONCRETE CRADLE AS PER THE PROVIDED CONSTRUCTION DETAIL.
 - B. IF THE PROPOSED STRUCTURAL FILL IS NOT UTILIZED AS THE FORMWORK FOR THE CONCRETE CRADLE, THEN PRIOR TO CONSTRUCTING THE STRUCTURAL FILL EMBANKMENT, THE FORMWORK FOR THE CONCRETE CRADLE SHOULD BE INSTALLED ON EXISTING GROUND AND/OR THE MUD MAT. THE CONCRETE CRADLE SHALL BE CONSTRUCTED PER THE PROVIDED DETAILS.
10. INSTALL RISER / BARREL ASSEMBLY, ALONG WITH THE EMERGENCY DRAIN SYSTEM. INSTALL 42" RCP OUTLET BARREL SPILLWAY FILTER FROM THE DETAILS SHOWN ON SHEET C3.02.
11. CONSTRUCT EMBANKMENT PER SPECIFICATIONS LISTED IN THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS" AND REQUIREMENTS OF THE ON-SITE GEOTECHNICAL ENGINEER. ALL CHARACTERISTICS OF THE EMBANKMENT FILL MATERIAL SHALL MEET THE STANDARDS SET FORTH IN "BERM AND SOIL COMPACTION SPECIFICATIONS", INCLUDING COMPACTION AND MOISTURE REQUIREMENTS. IF NECESSARY TO ACHIEVE PROPER COMPACTION, THE EMBANKMENT FILL MATERIAL WILL BE OVERBUILT IN HORIZONTAL LIFTS AND CUT BACK TO PROPER FINAL GRADE. ANY HAND COMPACTION ACTIVITIES AROUND SPILLWAY OR DRAIN STRUCTURES SHALL BE CONDUCTED IN 4-INCH LOOSE LIFTS AND BE TO THE SAME COMPACTION AND MOISTURE REQUIREMENTS AS THE ENTIRE EMBANKMENT. ALL COMPACTION AND MOISTURE TESTING SHALL BE CARRIED OUT AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER AND AS LISTED IN THE SECTION TITLED "BERM AND SOIL COMPACTION SPECIFICATIONS".
12. UPON COMPLETION OF DAM EMBANKMENT, PROMPTLY STABILIZE AND SEED DAM EMBANKMENT PER SEEDING SCHEDULE. PERMANENT GROUND COVER SHALL BE ESTABLISHED PER THE PERMANENT SEEDING SCHEDULE FOUND ON SHEET C3.03.
13. SCHEDULE A FINAL AS-BUILT INSPECTION AND AS-BUILT SURVEY WITH THE ENGINEER AND SURVEYOR. AN AS-BUILT INSPECTION AND SURVEY SHALL BE SCHEDULED BEFORE IMPOUNDING WATER IN THE FACILITY AND A MINIMUM OF 60 DAYS PRIOR TO THE ANTICIPATED DATE OF CERTIFICATION APPROVAL. ANY COMMENTS OR DEFICIENCIES IN THE SCM CONSTRUCTION MUST BE CORRECTED TO THE SATISFACTION OF THE ENGINEER AND OWNER BEFORE CERTIFICATION SHALL BE GRANTED.

BERM AND SOIL COMPACTION SPECIFICATIONS

1. PRIOR TO CONSTRUCTION, THE ON-SITE GEOTECHNICAL ENGINEER SHALL IDENTIFY BORROW / FILL AREAS AND VERIFY THEIR SUITABILITY FOR USE WITHIN THE DAM EMBANKMENT. ALSO, THE ON-SITE GEOTECHNICAL ENGINEER SHALL PERFORM STANDARD PROCTORS ON THE PROPOSED BORROW MATERIAL TO ENSURE THAT OPTIMUM MOISTURE CONTENT AND COMPACTION CAN BE ACHIEVED / CONTROLLED DURING CONSTRUCTION.
2. ALL FILL MATERIALS TO BE USED FOR THE DAM EMBANKMENT SHALL BE TAKEN FROM BORROW AREAS APPROVED BY THE ON-SITE GEOTECHNICAL ENGINEER. THE FILL MATERIAL SHALL BE FREE FROM ROOTS, STUMPS, WOOD, STONES GREATER THAN 6", AND FROZEN OR OTHER OBJECTIONABLE MATERIAL. THE FOLLOWING SOIL TYPES ARE SUITABLE FOR USE AS FILL WITHIN THE DAM EMBANKMENT AND KEY TRENCH: ML AND CL. ALL FILL MATERIALS SHALL BE APPROVED BY THE ON-SITE GEOTECHNICAL ENGINEER FOR THE INTENDED USE.
3. FILL PLACEMENT FOR THE EMBANKMENT SHALL NOT EXCEED A MAXIMUM 8" LIFT (UNCOMPACTED). EACH LIFT SHALL BE CONTINUOUS FOR THE ENTIRE LENGTH OF EMBANKMENT. BEFORE PLACEMENT OF FILL FOR THE BERM SECTION, ALL UNSUITABLE MATERIAL SHALL BE REMOVED AND THE SURFACE PROPERLY PREPARED FOR FILL PLACEMENT. FILL MATERIAL ADJACENT TO ALL SPILLWAY AND DRAINAGE STRUCTURES SHALL BE PLACED IN 4-INCH (UNCOMPACTED) LIFTS AND HAND-COMPACTED TO THE SAME COMPACTION AND MOISTURE REQUIREMENTS AS THE ENTIRE EMBANKMENT.
4. ALL FILL SOILS USED IN THE EMBANKMENT CONSTRUCTION SHALL BE COMPACTED TO AT LEAST 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-698). THE FILL SOILS SHALL BE COMPACTED AT A MOISTURE CONTENT WITHIN -1 TO +3 PERCENT OF ITS OPTIMUM MOISTURE CONTENT. COMPACTION TESTS SHALL BE PERFORMED BY THE ON-SITE GEOTECHNICAL ENGINEER DURING CONSTRUCTION TO VERIFY THAT THE PROPER COMPACTION LEVEL HAS BEEN REACHED. THE FILL SHOULD BE COMPACTED USING A SHEEPSFOOT TYPE COMPACTOR. IN ORDER TO PREVENT DAMAGE TO THE PIPE, NO COMPACTION EQUIPMENT SHALL CROSS ANY PIPE UNTIL MINIMUM COVER IS ESTABLISHED ALONG THE PIPE.
5. THE DESIGN ENGINEER SHALL BE PROVIDED WITH REPORTS AND CERTIFICATION, BY THE ON-SITE GEOTECHNICAL ENGINEER, THAT THE GEOTECHNICAL ASPECTS OF THE FACILITY HAVE BEEN CONSTRUCTED PER PLAN. THIS CERTIFICATION MUST ADDRESS THE TESTING FOR MATERIALS AND COMPACTION OF THE DAM EMBANKMENT AND SPILLWAY. THESE REPORTS AND CERTIFICATION WILL BE NEEDED DURING THE AS-BUILT CERTIFICATION PROCESS FOR THIS STORMWATER CONTROL MEASURE. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE TESTING AND OBSERVATION WITH THE ON-SITE GEOTECHNICAL ENGINEER.
6. TESTING OF THE NEW FILL MATERIALS SHALL BE PERFORMED TO VERIFY THAT THE RECOMMENDED LEVEL OF COMPACTION IS ACHIEVED DURING CONSTRUCTION. THEREFORE, ONE DENSITY TEST SHALL BE PERFORMED FOR EVERY 2,500 SQUARE FEET OF AREA FOR EVERY LIFT OF FILL OR AS RECOMMENDED BY THE ON-SITE GEOTECHNICAL ENGINEER.
7. TESTING WILL BE REQUIRED ALONG THE 42" Ø RCP OUTLET BARREL AT A FREQUENCY OF ONE TEST PER 25 LF OF PIPE PER VERTICAL FOOT OF FILL OR AS DIRECTED BY THE ON-SITE GEOTECHNICAL ENGINEER.

STATEMENT OF RESPONSIBILITY

1. ALL REQUIRED MAINTENANCE AND INSPECTIONS OF THE STORMWATER CONTROL MEASURE SHALL BE THE RESPONSIBILITY OF THE OWNER, PER THE EXECUTED OPERATION AND MAINTENANCE AGREEMENT FOR THIS FACILITY.



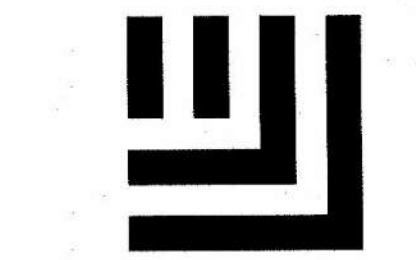
DRAWING NUMBER
CFD-XXXXX A000 -XXXXX



MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:
ILLNESS
ZERO
INJURY
Reduce Risk
Remove Exposures to Hazards
Reinforce Safe Behavior

ARCHITECTURE
1100 Dresser Court
Raleigh, NC 27609
Office 919.928.2301
Email office@nh-arch.com



McADAMS
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2905 Meridian Parkway
Durham, NC 27713

phone 919.361.5000
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www.mcadamsco.com



DOCUMENT FOR REVIEW
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HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD
DWG

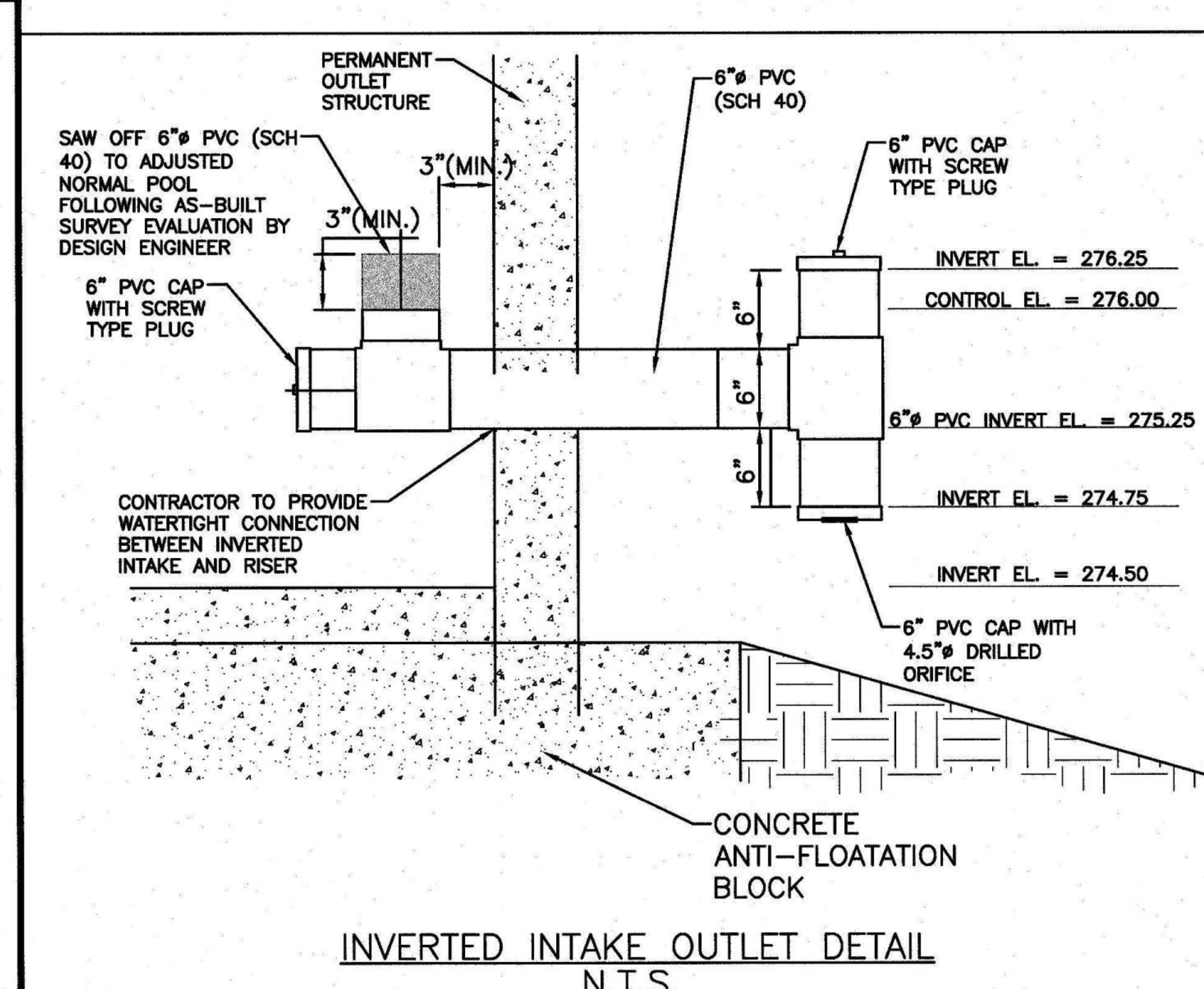
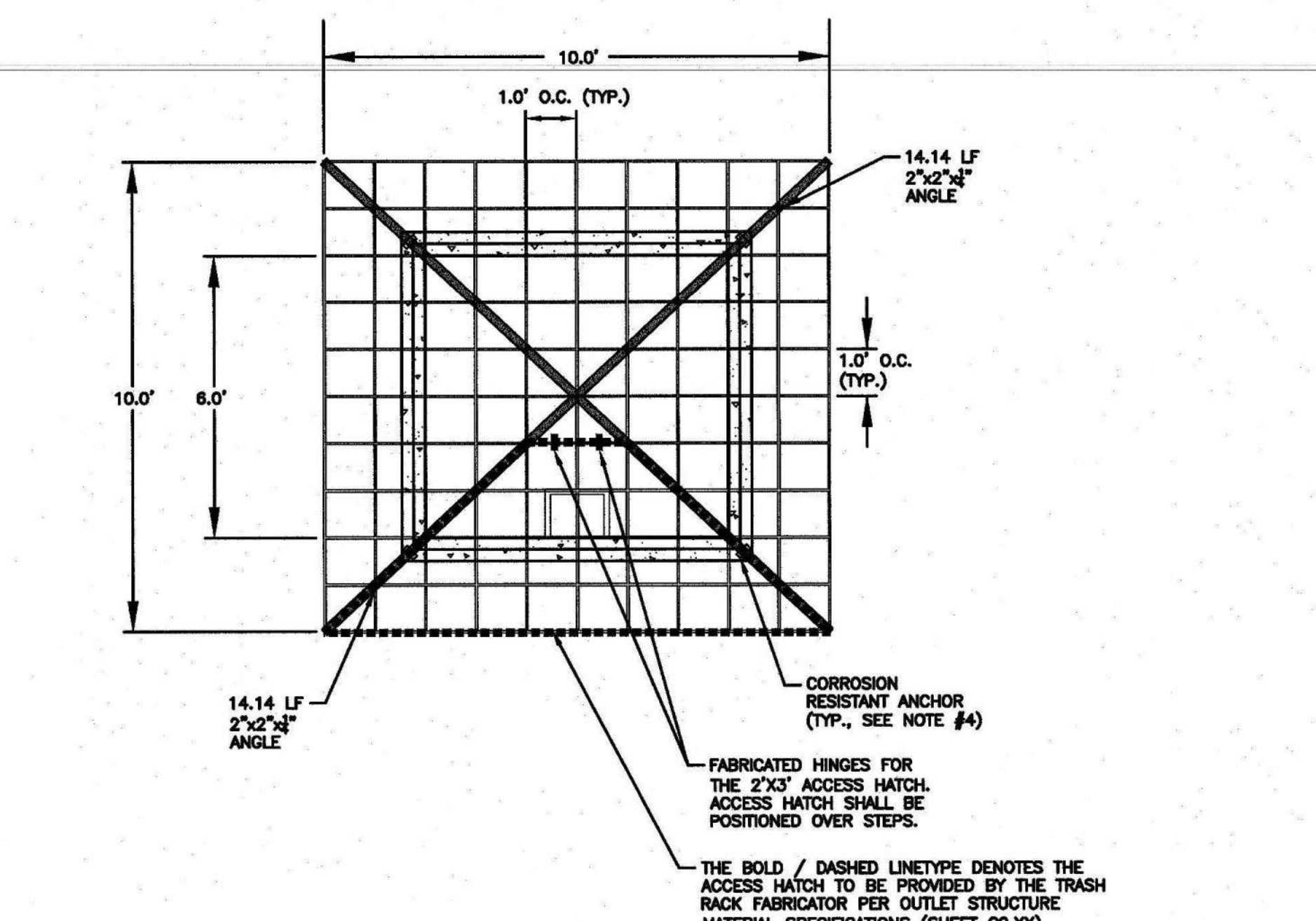
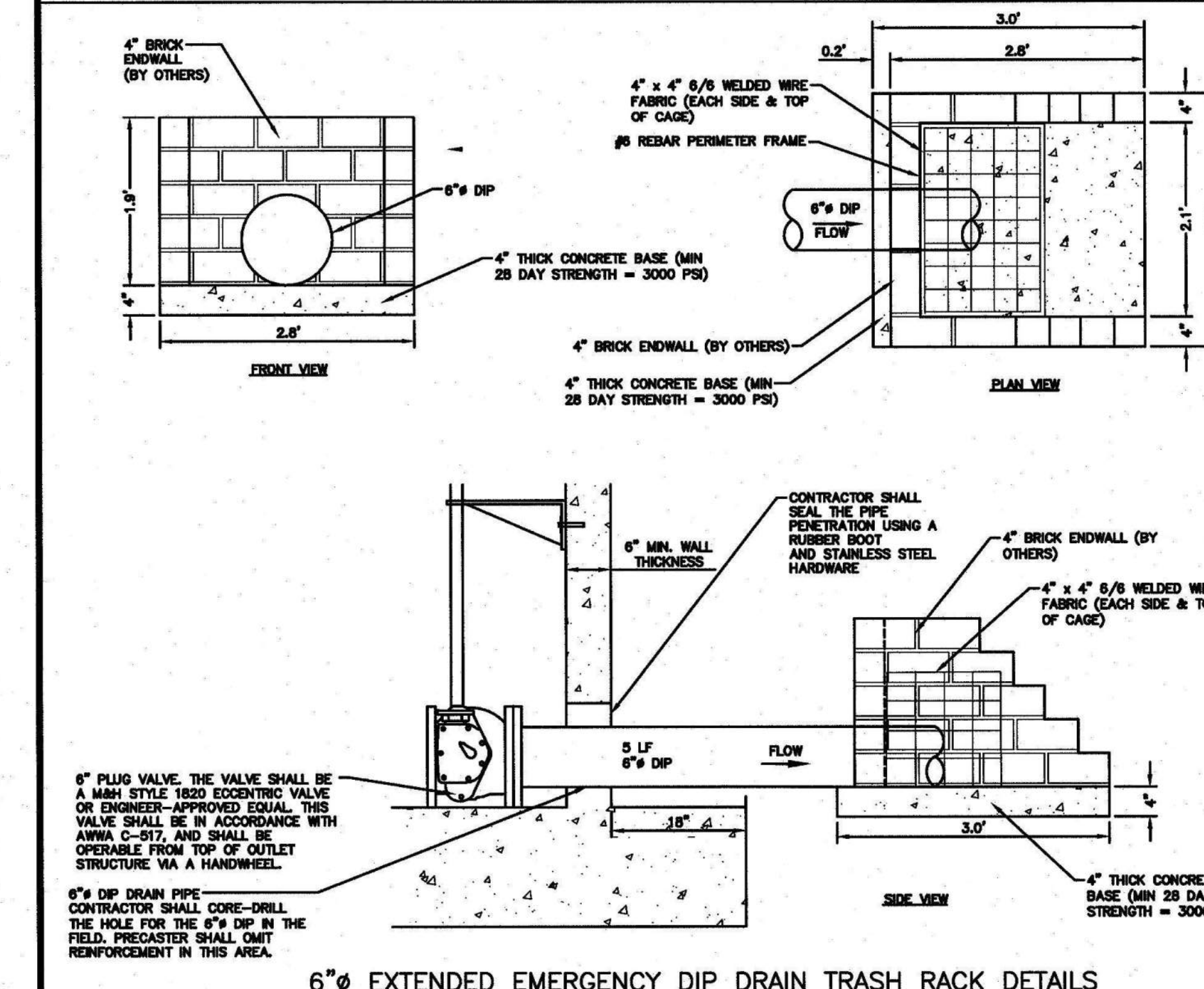
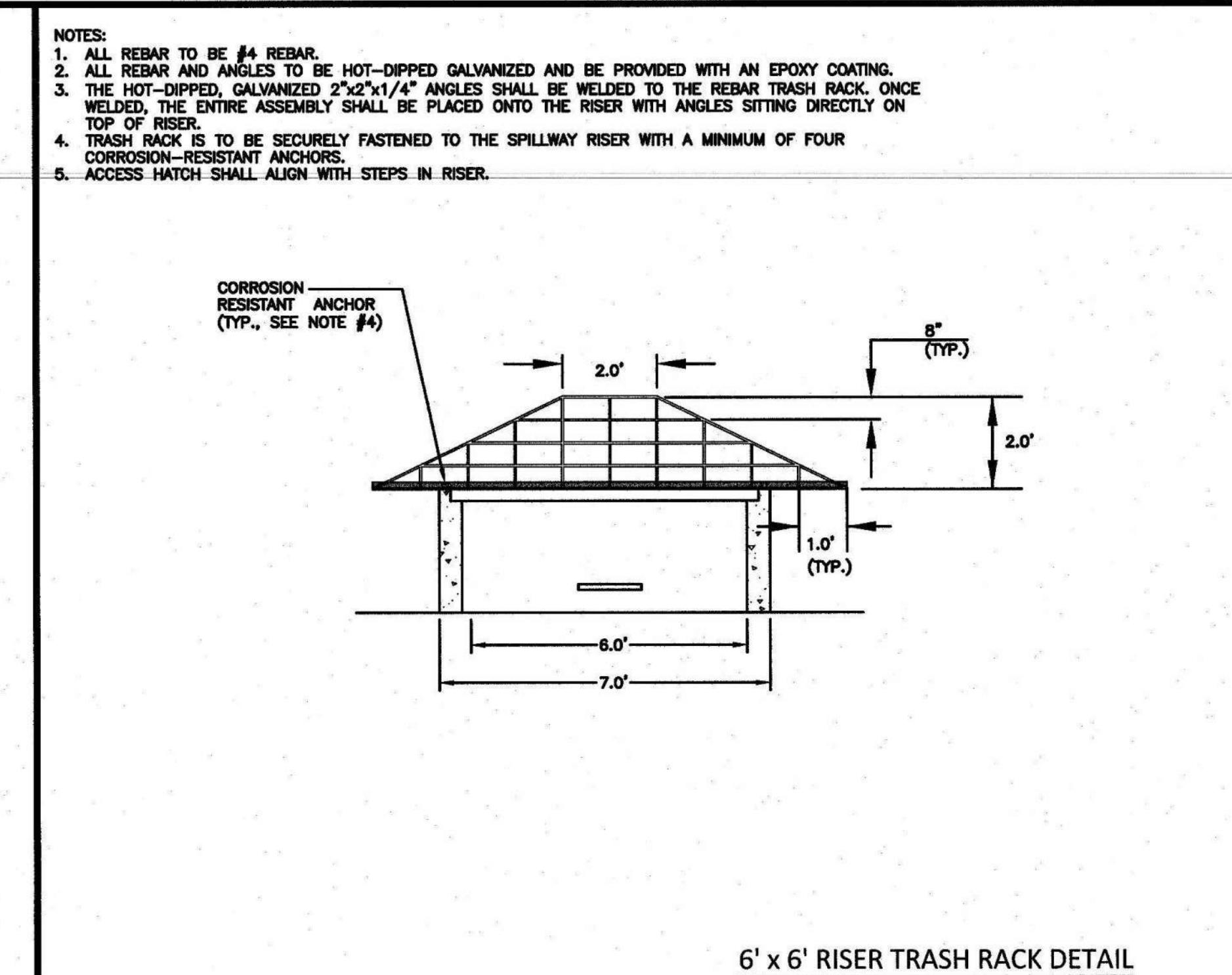
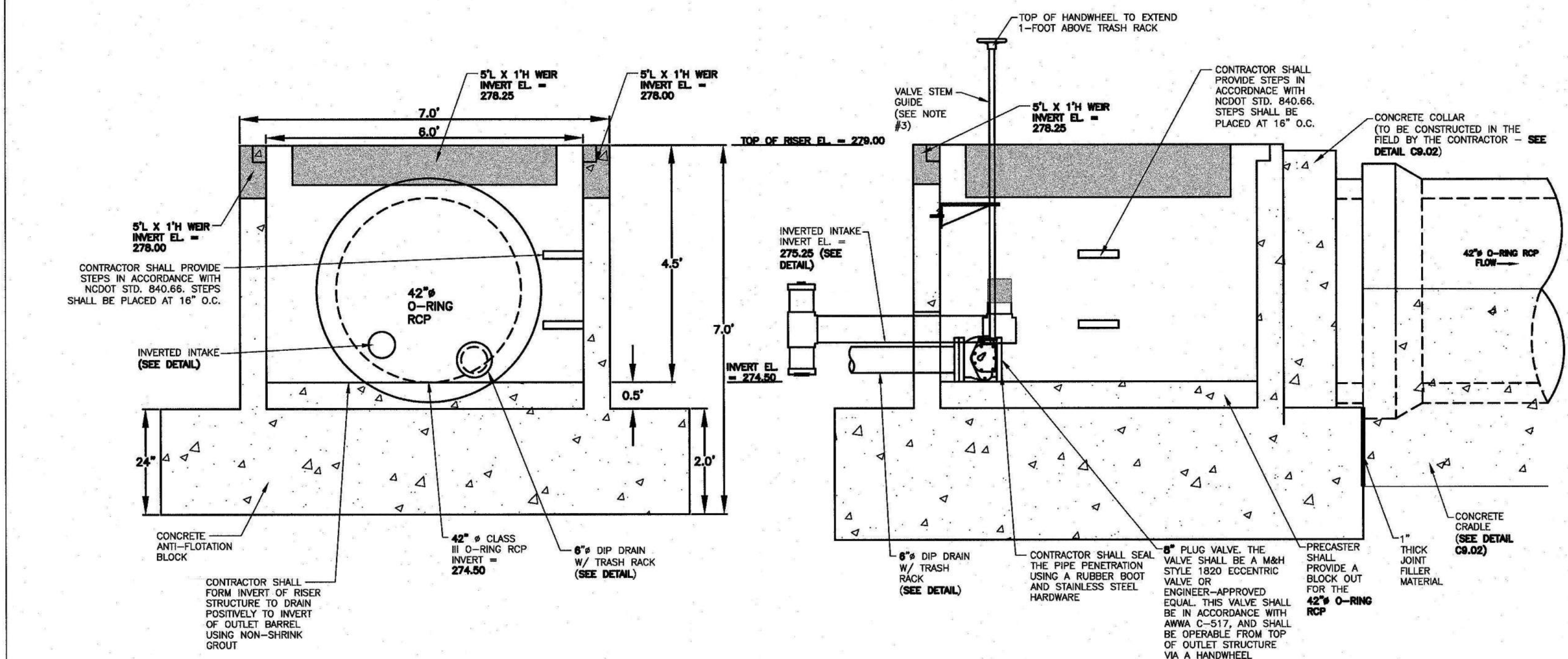
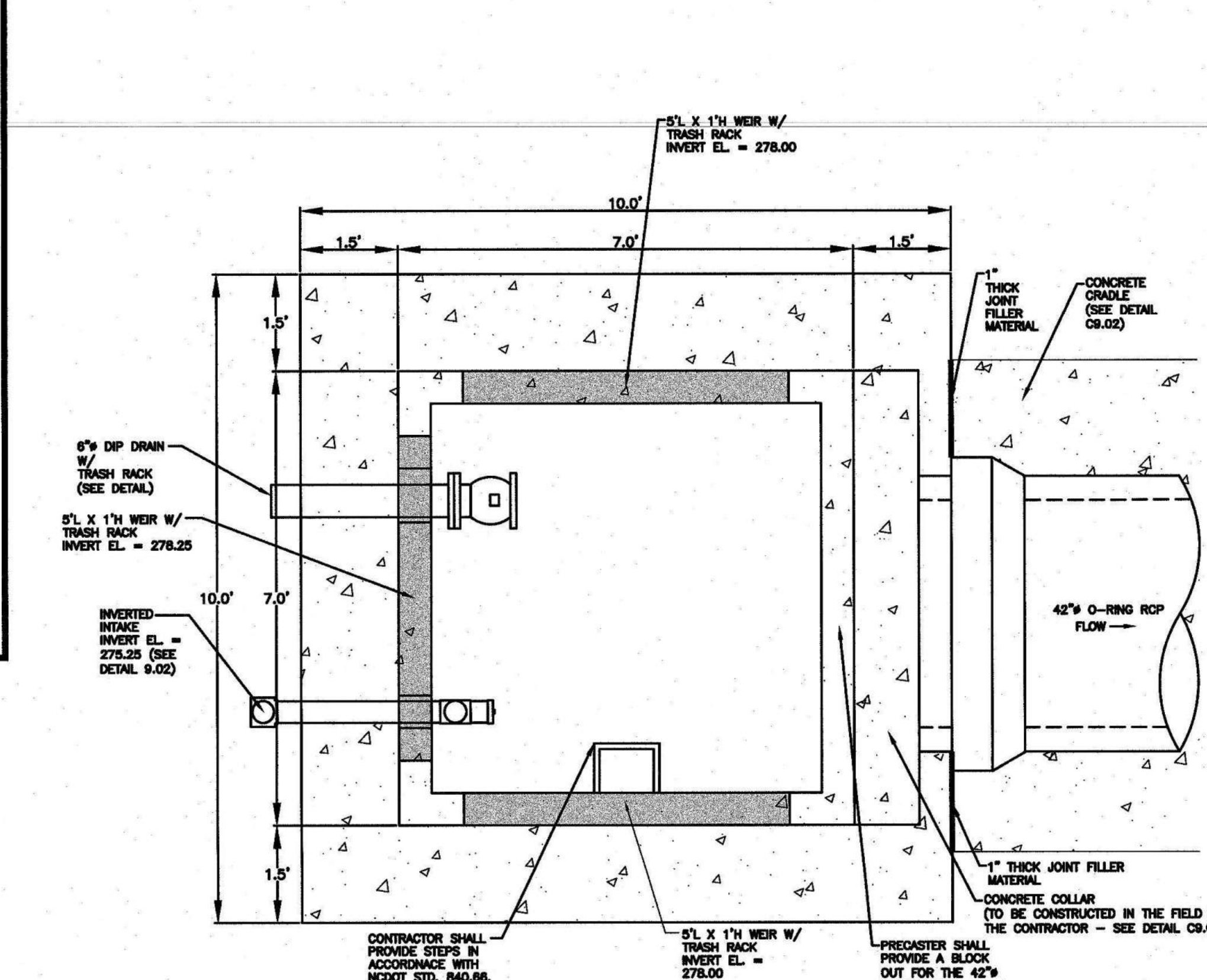
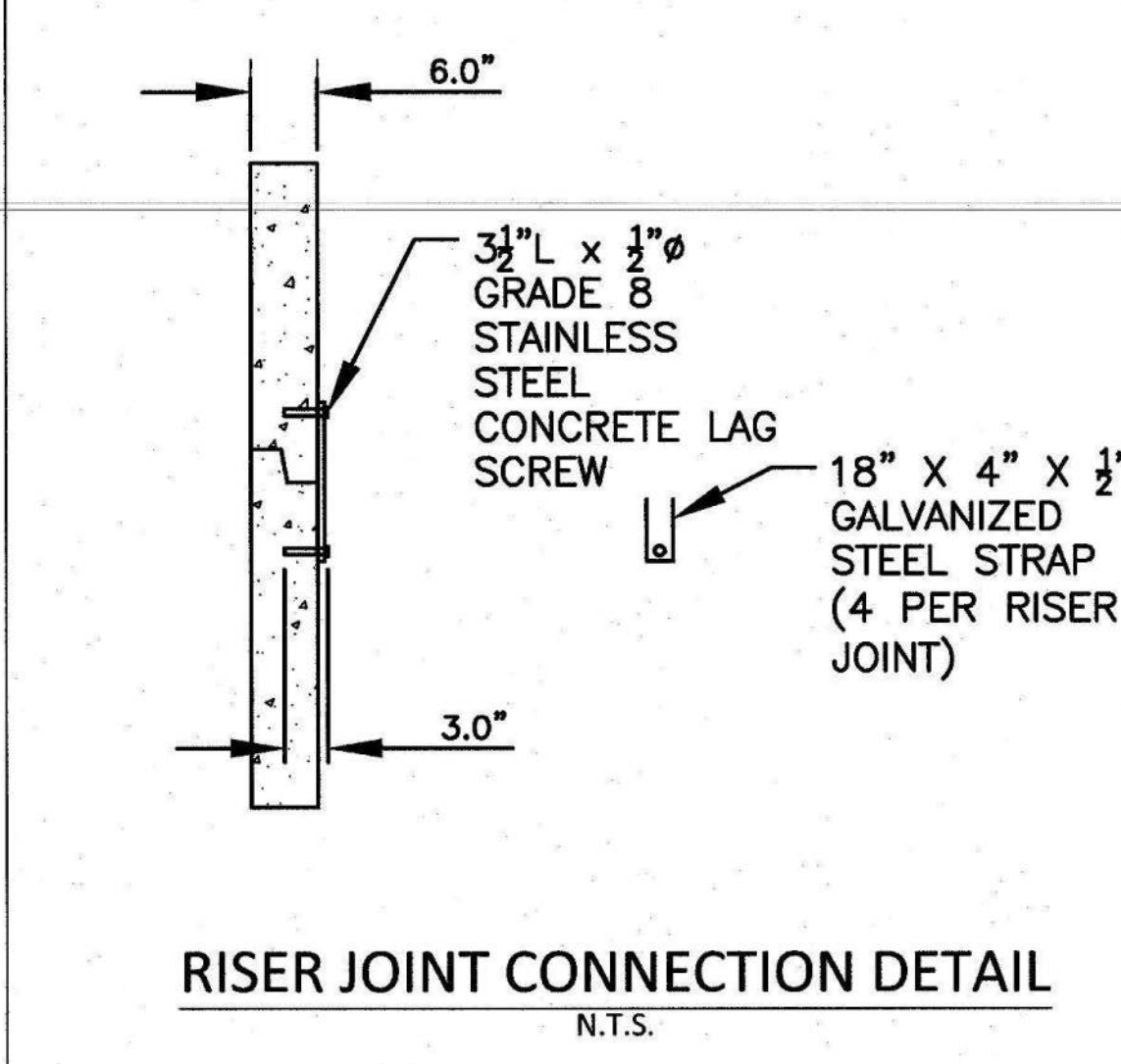
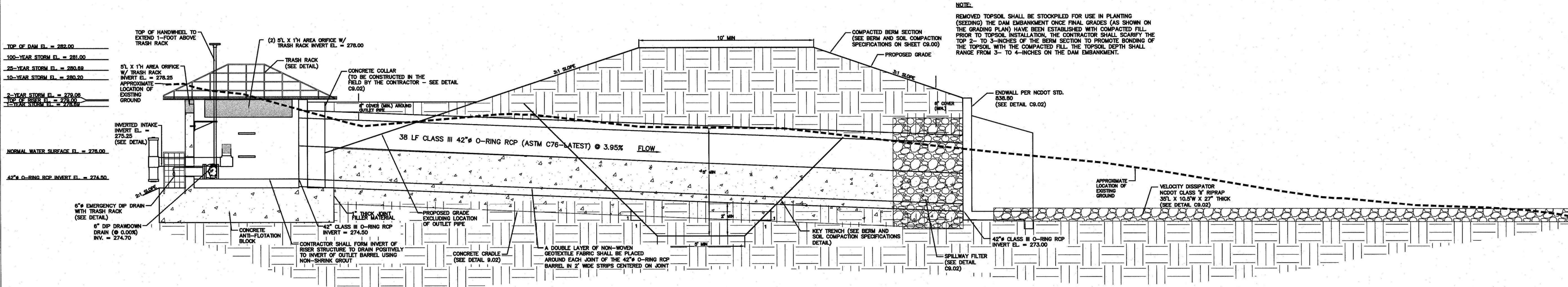
DATE ISSUED: 11.08.2022
PROJECT STATUS: DEVELOPMENT

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PROJECT NO. 22-004
DRAWING NUMBER
CFD-XXXX- A000 XXXXX
ELECTRONIC FILE NAME: DKE22004X
DRAWN BY: OVL 11.08.2022
CHKD BY: EAM 11.08.2022
E-MAIL: MAGON@MCADAMSCO.COM

SHEET TITLE
STORMWATER CONTROL
MEASURE PLAN VIEW

SHEET NO.
C9.00



DRAWING NUMBER
CFD-XXXXX A000 -XXXXXX

DUKE ENERGY

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:

 Reduce Risk
 Remove Exposures to Hazards
 Reinforce Safe Behavior

HH ARCHITECTURE
 1100 Dresser Court
 Raleigh, NC 27609
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HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD
 .DWG

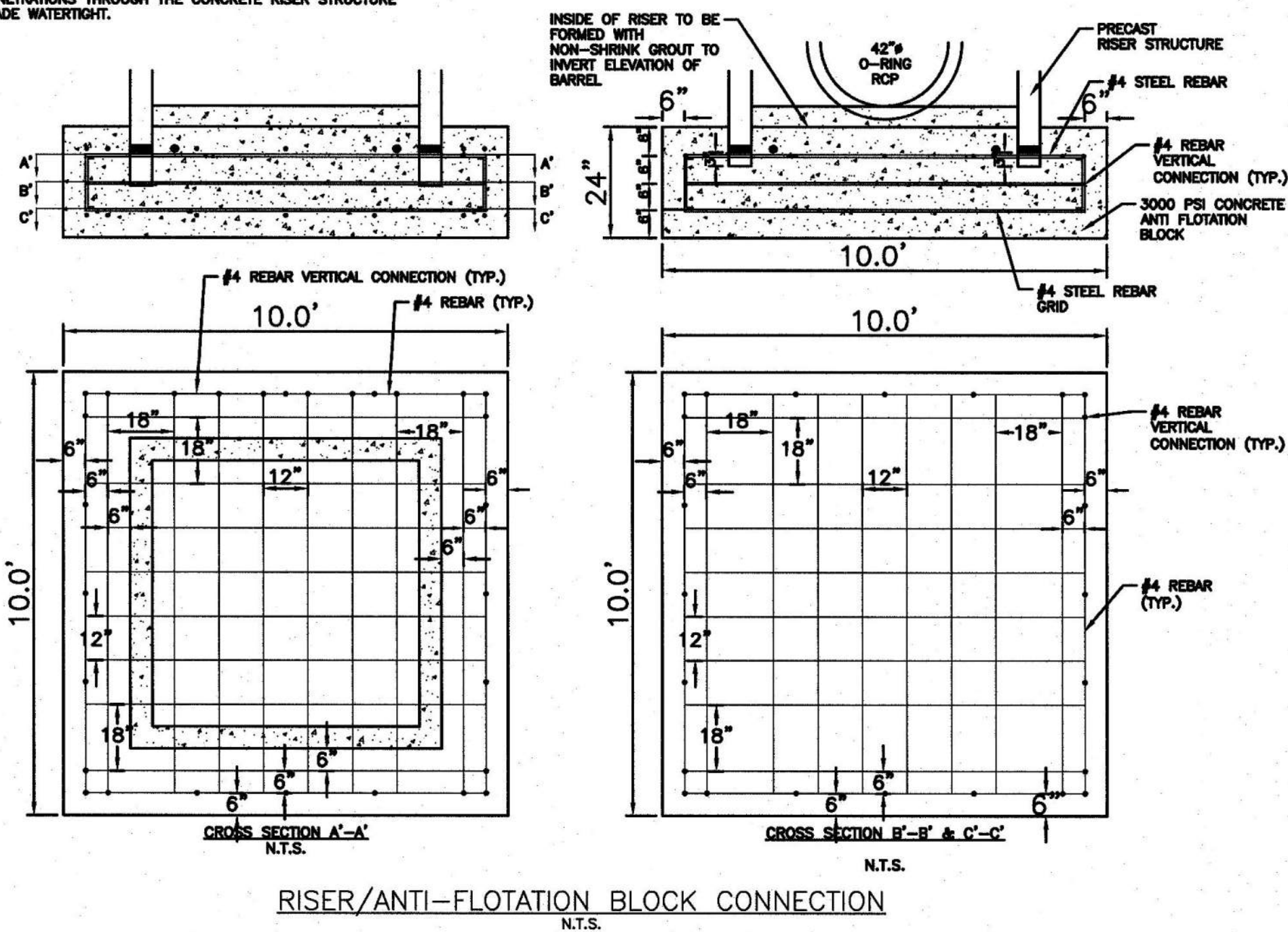
DATE ISSUED: 10.21.2022
 PROJECT STATUS: **DEVELOPMENT**

REVISION	DATE	BY	DESCRIPTION
1	10/27/22	SNP	RESPONSE TO HOLLY SPRINGS COMMENTS

PROJECT NO. 22-004
 DRAWING NUMBER CFD-XXXXX- A000 XXXXXX
 ELECTRONIC FILE NAME: DKE22004X
 DRAWN BY: OVL 10.21.2022
 CHK'D BY: EAM 10.21.2022
 E-MAIL: MAGOON@MCADAMSCO.COM

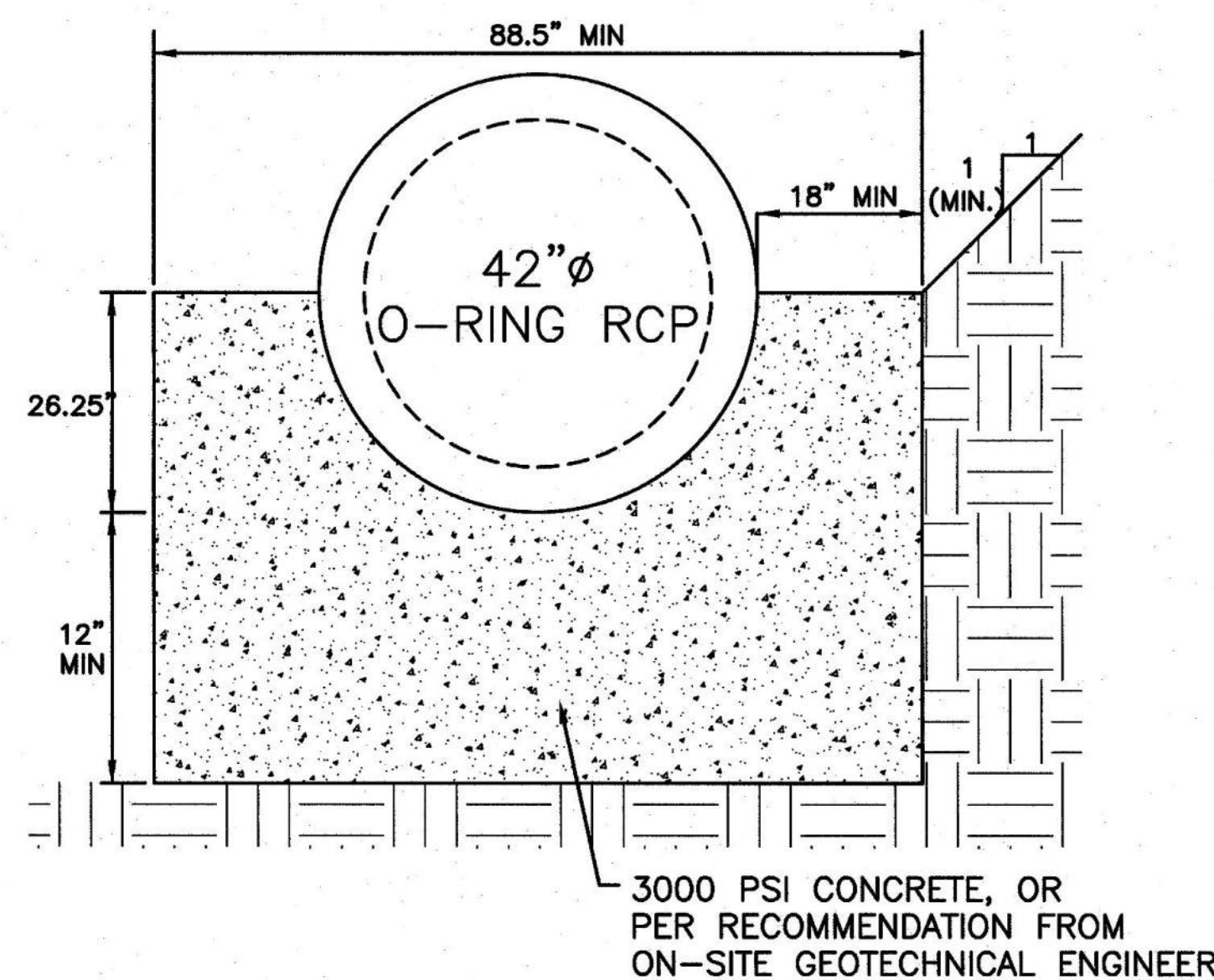
SHEET TITLE
STORMWATER CONTROL MEASURES DETAILS
 SHEET NO. **C9.01**
 Page 149 of 373

1. ALL REINFORCING STEEL IN RISER ANTI-FLOTATION BLOCK TO BE GRADE 60 #4 BARS FOR HORIZONTAL CROSSING AND GRADE 60 #4 BARS FOR VERTICAL CONNECTIONS.
2. INSIDE OF RISER BOTTOM TO BE FORMED WITH NON-SHRINK GROUT TO INVERT ELEVATION OF BARREL.
3. ALL PIPE PENETRATIONS THROUGH THE CONCRETE RISER STRUCTURE SHALL BE MADE WATERTIGHT.



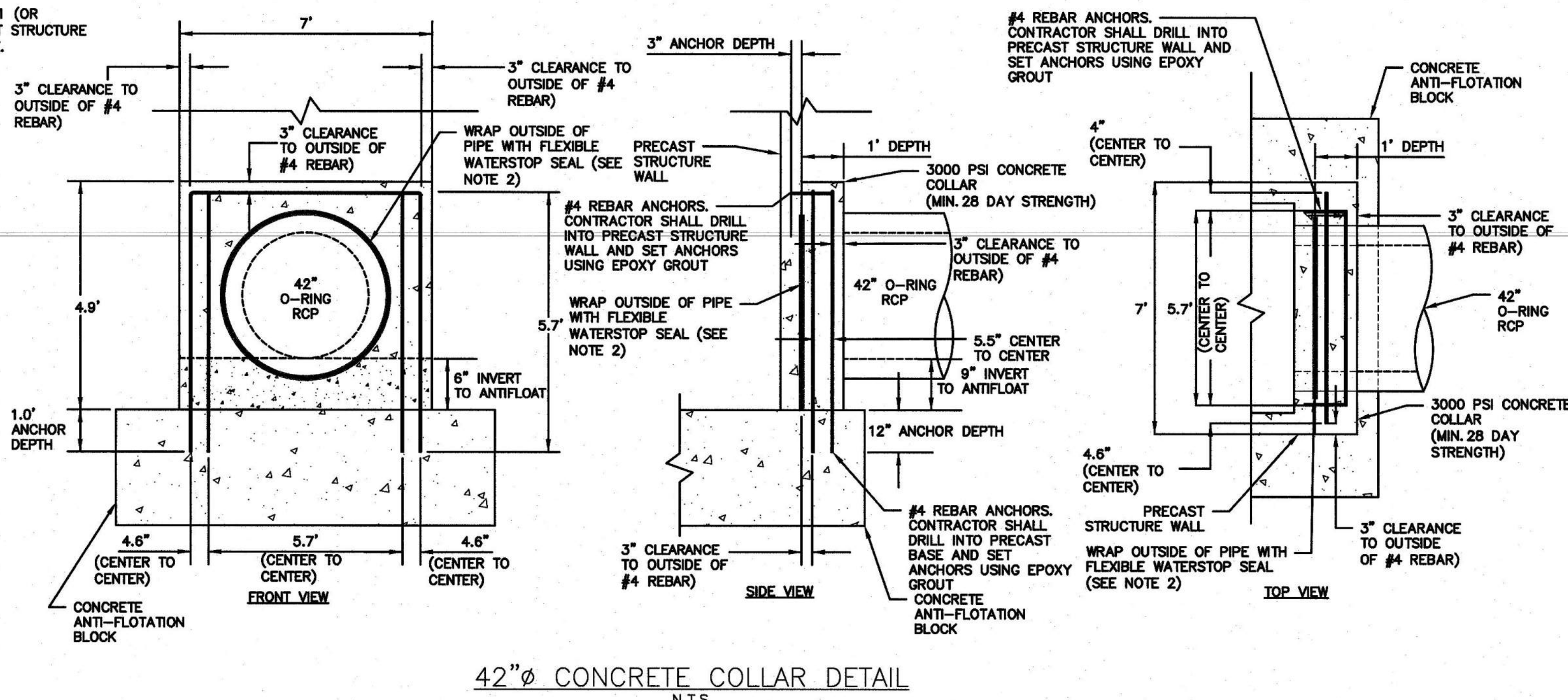
1. CONTRACTOR SHALL PROVIDE A JOINT IN THE OUTLET BARREL NO MORE THAN 5-FT FROM THE RISER.

1. IF OPTION A IS CHOSEN FROM NOTE 9 OF THE OUTLET STRUCTURE MATERIAL SPECIFICATIONS, THEN BRING GRADE OF DAM EMBANKMENT TO SPRINGLINE OF PIPE ELEVATION. IF OPTION B IS CHOSEN FROM NOTE 9 OF THE OUTLET STRUCTURE MATERIAL SPECIFICATIONS, THEN CONSTRUCT FORMWORK FOR CONCRETE CRADLE ON EXISTING GRADE.
2. IF OPTION A IS CHOSEN FROM NOTE 9 OF THE OUTLET STRUCTURE MATERIAL SPECIFICATIONS, THEN EXCAVATE TRENCH FOR CRADLE AND BARREL PER DIMENSIONS ON DRAWINGS. IF OPTION B IS CHOSEN FROM NOTE 9 OF THE OUTLET STRUCTURE MATERIAL SPECIFICATIONS, PROCEED TO STEP 3 BELOW.
3. PLACE BARREL PIPE ON CONCRETE BLOCKS TO GRADE. AT THIS STEP, CONTRACTOR SHALL WRAP A DOUBLE LAYER OF NON-WOVEN GEOTEXTILE FABRIC AROUND EACH JOINT OF THE 42"Ø 0-RING RCP BARREL IN 2' WIDE STRIPS CENTERED ON JOINT.
4. PLACE CONCRETE FOR CRADLE FOR EACH SECTION FROM ONE SIDE OF THE TRENCH. ALLOW CONCRETE TO FILL ENTIRE AREA UNDER PIPE AND PIPE HAUNCHES AS TO LEAVE NO VOIDS UNDER THE PIPE BEFORE PLACING CONCRETE ON THE OPPOSITE SIDE OF THE TRENCH. PLACE ENTIRE CRADLE AS ONE LIFT (VERTICALLY) PER DRAWINGS.
5. ALLOW CRADLE TO CURE FOR A MINIMUM OF 7 DAYS BEFORE ANY VIBRATING COMPACTION EQUIPMENT IS USED IN THE VICINITY OF THE BARREL PIPE.
6. TRENCH TO BE BACKFILLED IN 5" LIFTS WHEN COMPACTION IS BY HAND. BACKFILL IS IN 8" LIFTS WHEN CONDUCTED BY MACHINE. MINIMUM OF 2 FEET COVER MUST BE PROVIDED ON 42"Ø RCP BEFORE DRIVING OVER WITH HEAVY EQUIPMENT.



42" CONCRETE CRADLE DETAIL

1. ALL REBAR TO BE #4 REBAR.
2. WRAP OUTSIDE OF PIPE WITH VOLCLAY WATERSTOP-RX® 101 (OR PRE-APPROVED EQUIVALENT) AT THE FACE OF THE PRECAST STRUCTURE WALL. PROVIDE 6" OVER LAP ON THE BOTTOM OF THE PIPE.

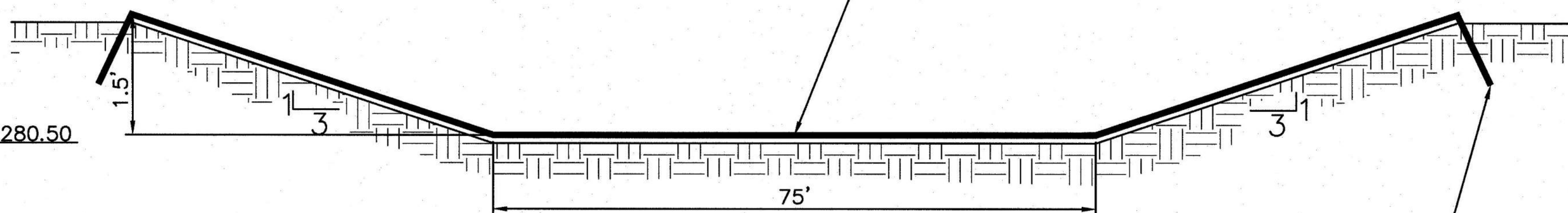


42"Ø CONCRETE COLLAR DETAIL

- CONTRACTOR SHALL LINE THE EMERGENCY SPILLWAY AND EXIT CHANNEL WITH PYRAMAT 7. HIGH PERFORMANCE TURF MATTING (HPTRM) OR ENGINEER APPROVED EQUIVALENT. THE LINER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

TOP OF DAM = EL. 282.00

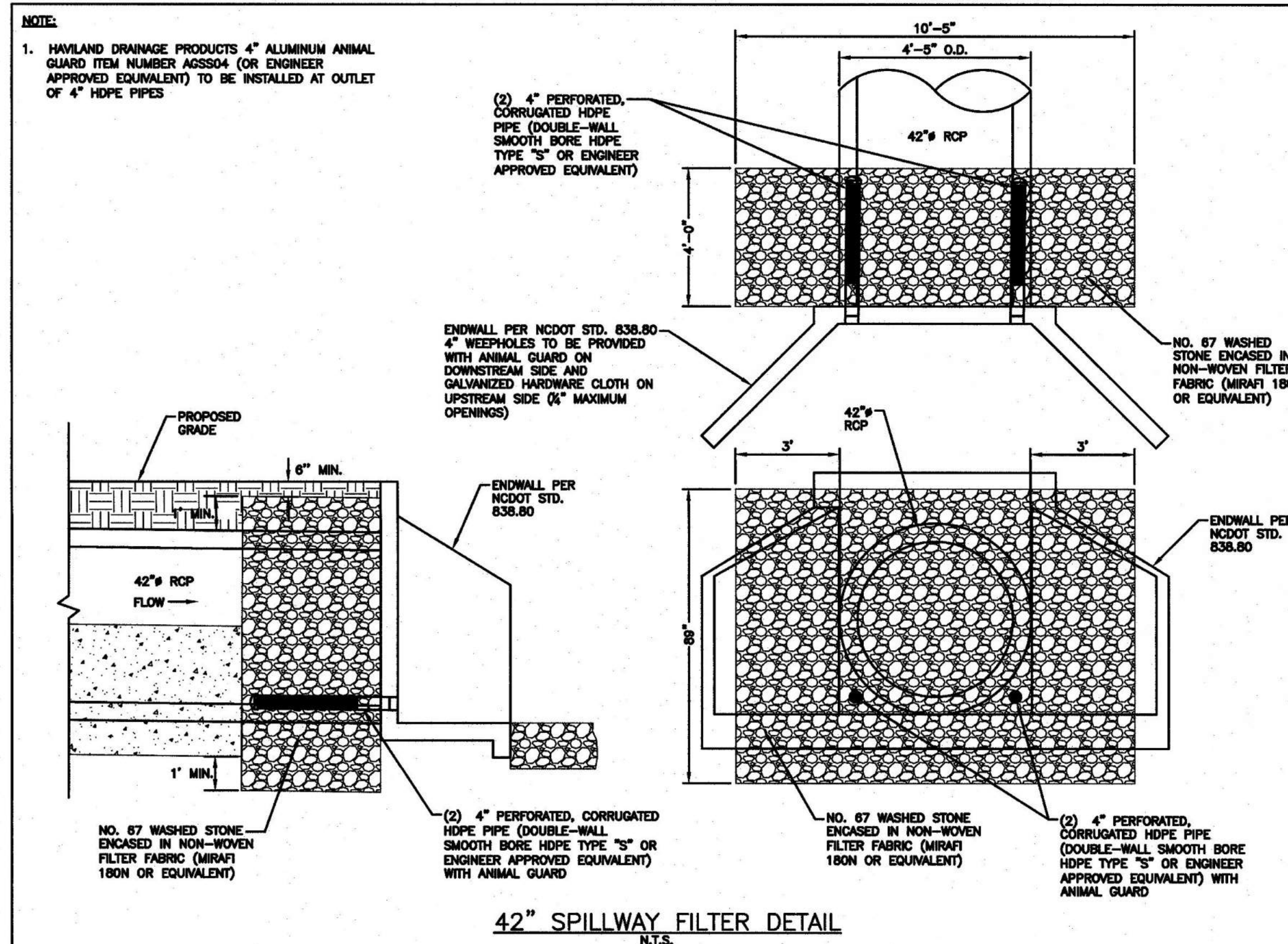
EMERGENCY SPILLWAY = EL. 280.50



EMERGENCY SPILLWAY DETAIL
N.T.S.

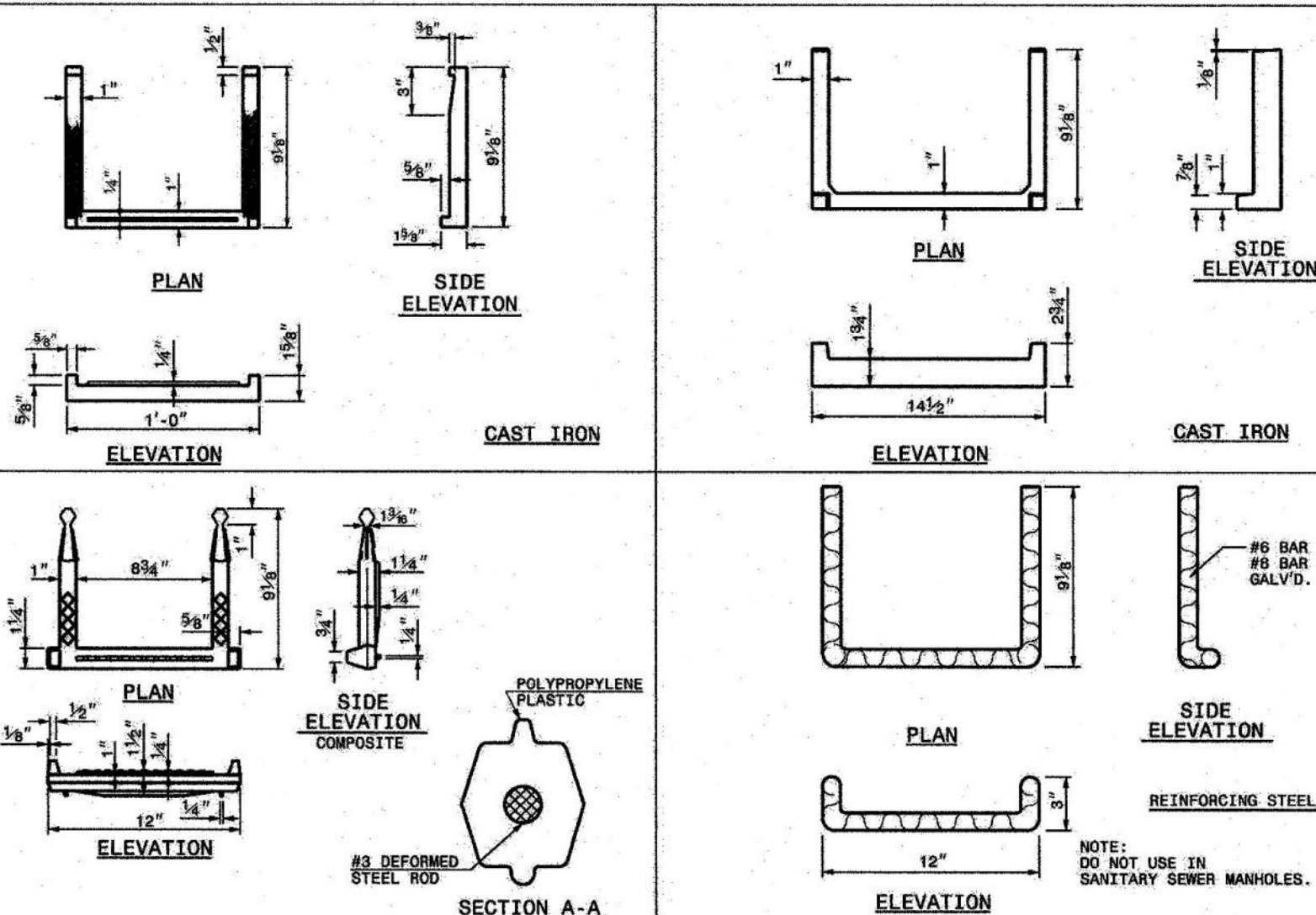
LINER SHALL BE TRENCHED IN-
PER MANUFACTURER'S
SPECIFICATIONS. THE TRENCH
SHALL THEN BE BACKFILLED
AND COMPACTED TO THE SAME
SPECIFICATIONS AS THE DAM
EMBANKMENT.

1. HAVILAND DRAINAGE PRODUCTS 4" ALUMINUM ANIMAL GUARD ITEM NUMBER AGSS04 (OR ENGINEER APPROVED EQUIVALENT) TO BE INSTALLED AT OUTLET OF 4" HDPE PIPES

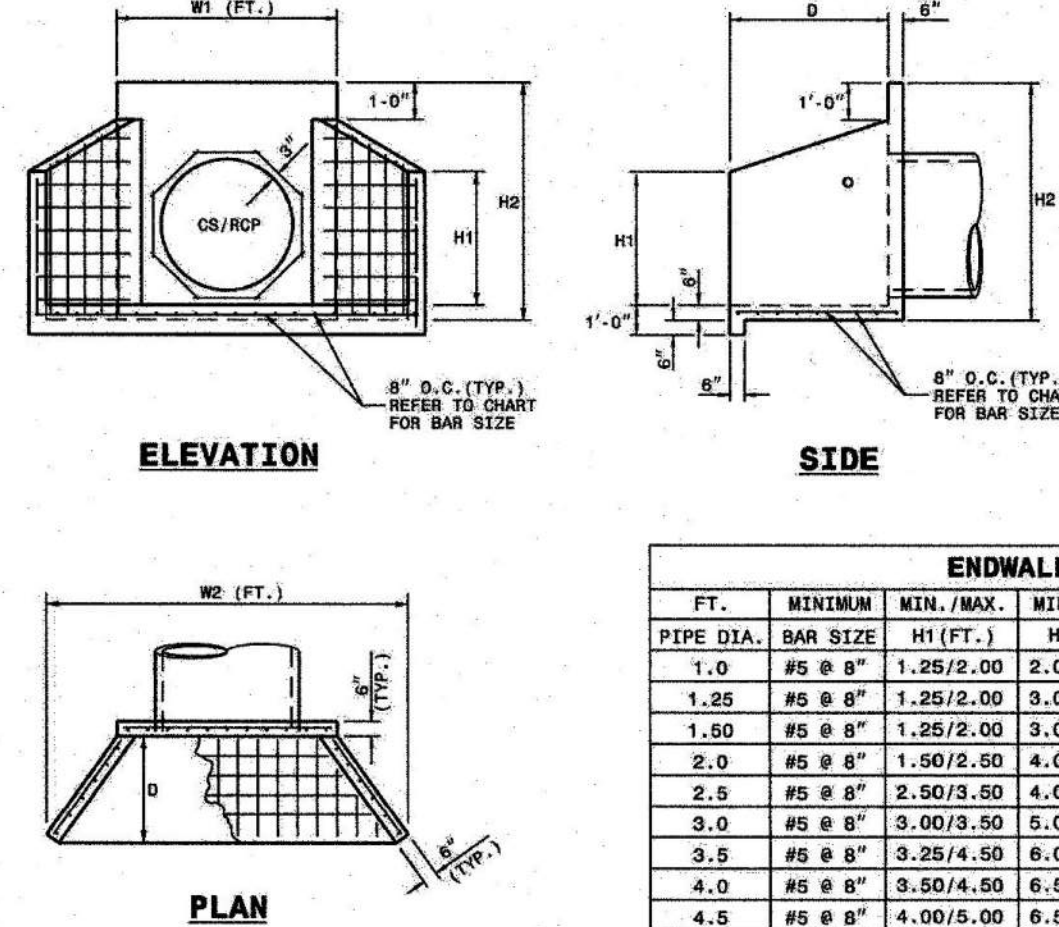


42" SPILLWAY FILTER DETAIL
NTS

NOTES:
INSTALL ALL STEPS PROTRUDING 4" FROM INSIDE FACE OF STRUCTURE WALL.
STEPS DIFFERING IN DIMENSIONS, CONFIGURATION OR MATERIALS FROM THOSE SHOWN MAY ALSO BE USED PROVIDED THE CONTRACTOR HAS FURNISHED THE ENGINEER WITH DETAILS OF THE PROPOSED STEPS AND HAS RECEIVED WRITTEN APPROVAL FROM THE ENGINEER FOR THE USE OF SUCH STEPS.



ROADWAY STANDARD DRAWING FOR DRAINAGE STRUCTURE STEPS	STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N. C.
SHEET 1 OF 1	H-18



ENDWALL DIMENSIONS							
FT.	MINIMUM	MIN./MAX.	MIN./MAX.	MIN./MAX.	MIN./MAX.	MIN./MAX.	MIN./MAX.
PIPE DIA.	BAR SIZE	W1 (F.T.)	H2(F.T.)	D (F.T.)	W1	W2	
1.0	5/8" # 8	1.25/2.0	3.0/3.75	1.25/1.75	6.0/3.75	5.5/6.0	
1.25	5/8" # 8	1.25/2.0	3.0/3.75	1.25/1.75	6.0/3.75	5.5/6.0	
1.50	5/8" # 8	1.25/2.0	3.0/3.75	1.00/1.50	5.5/3.75	5.0/6.0	
2.0	5/8" # 8	1.50/2.0	4.0/4.75	1.75/2.50	4.0/4.25	7.5/8.25	
2.5	5/8" # 8	2.0/3.5	5.0/6.0	2.0/3.0	4.5/4.5	10.0/11.5	
3.0	5/8" # 8	2.5/3.5	6.0/6.0	2.75/3.50	5.25/5.75	10.5/11.75	
3.5	5/8" # 8	3.0/4.0	6.5/7.0	3.0/4.0	6.0/6.25	12.0/13.75	
4.0	5/8" # 8	3.5/4.4	6.5/7.0	3.25/3.50	6.5/6.75	15.0/17.25	
4.5	5/8" # 8	4.0/5.0	6.5/7.0	3.25/4.0	7.0/8.25	15.0/16.75	
5.0	5/8" # 8	4.6/5.0	7.0/8.0	3.25/4.0	7.25/8.25	17.5/19.75	
5.5	5/8" # 8	4.6/5.0	7.0/8.0	3.25/4.0	7.25/8.25	17.5/19.75	
6.0	5/8" # 8	4.6/5.0	7.0/8.0	3.25/4.0	7.25/8.25	17.5/19.75	

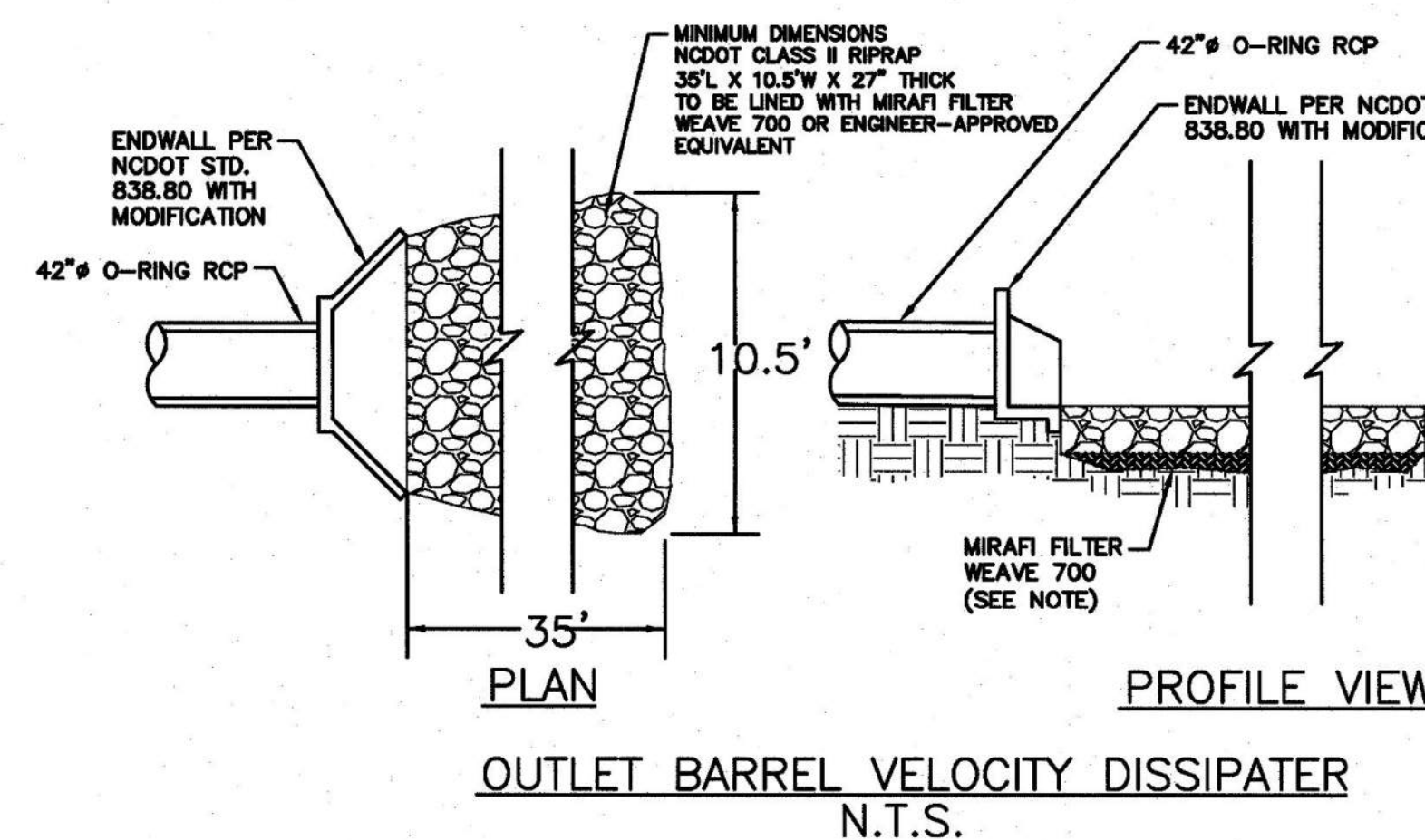
NOTES:

- * THIS PRECAST ENDWALL MAY BE USED FOR THE FOLLOWING STANDARDS: 838.01, 838.11, 838.21, 838.27, 838.39, 838.49, 838.57, 838.69, 838.69 and 838.69.
- * THIS PRECAST ENDWALL MAY BE USED WITH ANY REINFORCING IN ACCORDANCE WITH SPECIFICATION SECTION USE 4000 PSI CONCRETE.
- * THIS PRECAST ENDWALL WITH STEEL, WHICH MEETS ASTM FOR GRADE 50 AND WELDED WIRE FABRIC CONFORMING TO ASTM A1852 OF 27 MIN. CLEARANCE.
- * PROVIDE 2" HOLE OR 2" DIA. IN ACCORDANCE WITH GMA STANDARD 1926.704.
- * PIPE TO BE GROUDED INTO ENDWALL AT JOINT WITH STEEL.
- * ALL ELEMENTS PRECAST TO MEET ASTM C913.
- * WELDED WIRE FABRIC MAY BE SUBSTITUTED FOR REINFORCING AS LONG AS SAID SIZE OF STEEL IS PROVIDED.
- * CHAIR ALL CORNERS 1" ON HAVE A RADIUS OF 1"

NOTE: THE MINIMUM BAR SIZE SHALL BE #8 BARS AT 12" CTS. THE CONTRACTOR WILL HAVE THE OPTION TO PROVIDE 12" CTS. BARS AT 12" CTS.

SHEET NO. 1 OF 1
 ROADWAY STANDARD DRAWING FOR
PRECAST CONCRETE ENDWALL
 FOR SINGLE 12" THRU 72" PIPE - 90° SKEW
 1-18 STATE OF NORTH CAROLINA
 DEPT. OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 RALEIGH, N.C.

1. A FILTER BLANKET IS TO BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION. THE FILTER BLANKET WILL CONSIST OF MINIMUM 4" THICK LAYER OF STONE (NCDOT #57) UNDERLAIN WITH MIRAFI FILTER WEAVE 700 OR ENGINEER-APPROVED EQUIVALENT.



DRAWING NUMBER
CFD-XXXXXX A000 -XXXXXX



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Safety Expectations

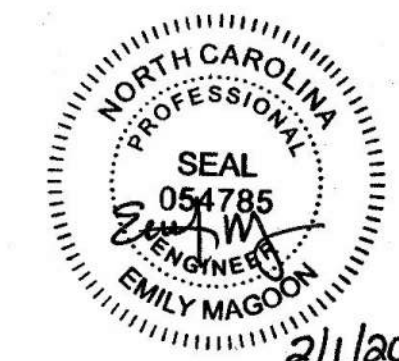


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DOCUMENT FOR REVIEW
NOT FOR CONSTRUCTION

HOLLY SPRINGS
OPERATIONS
CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: 10.21.2022
PROJECT STATUS: **DEVELOPMENT**

[illegible]

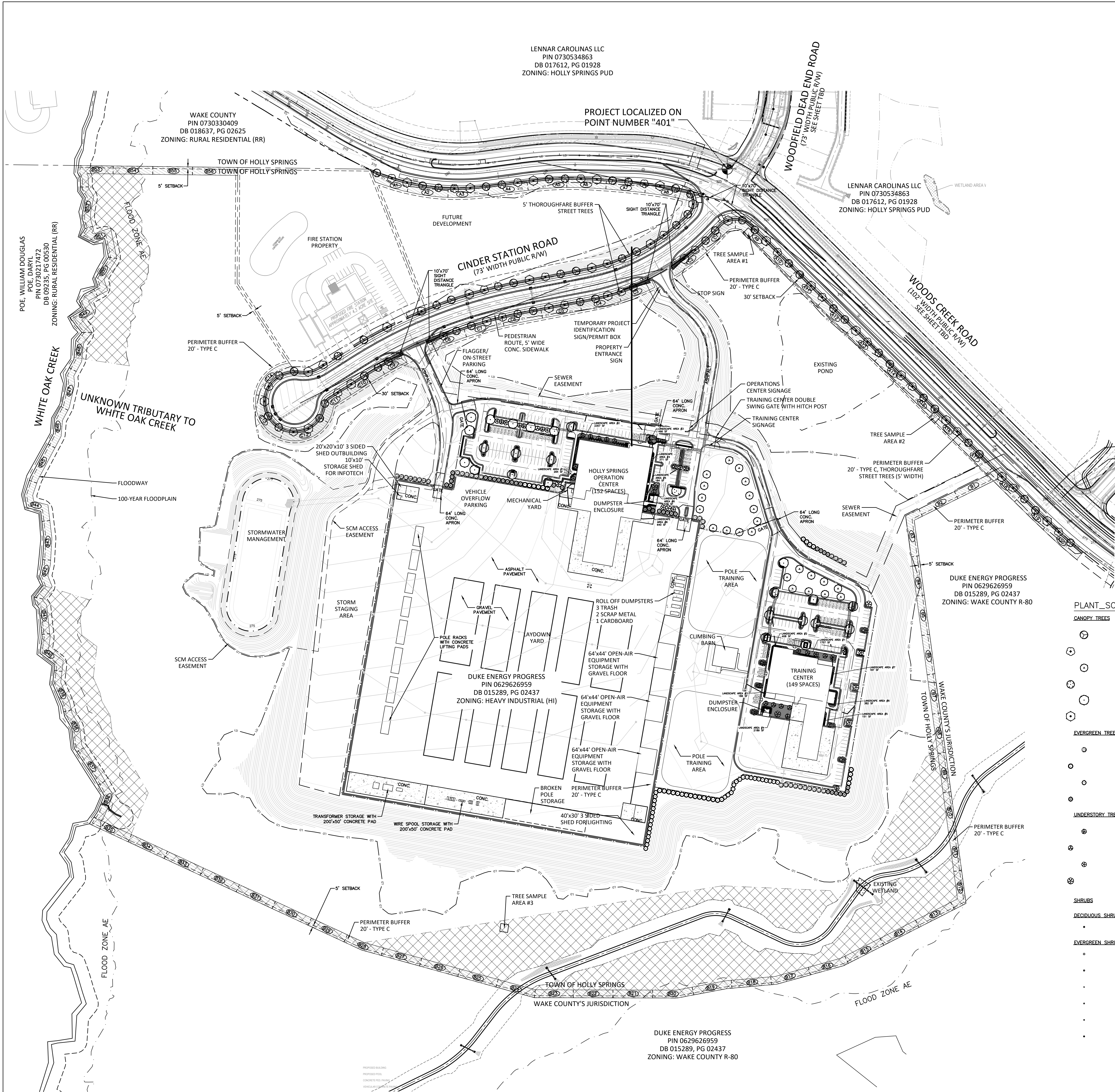
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	DRAWING NUMBER	CFD-XXXX- A000 XXXXX		
	ELECTRONIC FILE NAME:	DKE22004X		
	DRAWN BY:OVL	10.21.2022		
	CHK'D BY: EAM	10.21.2022		
	F-MATI	MAGOON@MCADAMSCO.COM		

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SHEET TITLE

**STORMWATER CONTROL
MEASURE DETAILS**

C9.02



LANDSCAPE CALCULATIONS

STREET TREES

SEC 5.3.3

THOROUGHFARES

WOODS CREEK ROAD 2030 LF

UPPERSTORY TREES, 40' O.C.
REQUIRED: 50 (2030/40 LF)
PROVIDED: 50

CINDER STATION ROAD 1262 LF

UPPERSTORY TREES, 40' O.C.
REQUIRED: 32 (1262/40 LF)
PROVIDED: 59 (BOTH SIDES)

PERIMETER BUFFER

SEC 5.3.1

BUFFER LOCATION 5860 LF

DECIDUOUS TREES
REQUIRED: 293 (5100 LF)
PROVIDED: 293 (5100 LF)

SHRUBS
REQUIRED: 1,172 (20100 LF)
PROVIDED: 1,172 (20100 LF)

TREE SAMPLE AREAS

THREE SAMPLE AREAS WERE CONDUCTED ON SITE AND ARE SHOWN ON THE PLANS. EACH SAMPLE AREA IS INDICATIVE OF THE NEARBY SURROUNDING EXISTING TREE COVER. REFER TO SHEET L1.04 FOR DETAIL ON SUPPLEMENTAL PLANTING SHOULD THE 100-FOOT INCREMENT OF EXISTING VEGETATION NOT SATISFY UDCC SEC. 5.3.1 PERIMETER BUFFER REQUIREMENTS.

*TO BE VERIFIED IN FIELD, CONDITION OF PRESERVED VEGETATION. SEE DETAIL ON SHEET L1.04. PERIMETER BUFFER 100-FT LINEAR SEGMENTS LABELED AWH, BWH, AND CWH FOR REFERENCE.

VEHICLE PARKING AREA SCREENING

SEC 5.7

A COMPACT ROW OF SHRUBS PLANTED 3 FEET ON CENTER AND A MINIMUM OF 24 INCHES IN HEIGHT AT TIME OF PLANTING.
A COMPACT ROW OF SHRUBS PROVIDED WHERE VEHICLE PARKING AREA IS VISIBLE FROM PUBLIC RIGHT-OF-WAY

INTERIOR VEHICLE PARKING AREA

SEC 5.3.2

ALL VEHICLE PARKING AREAS SHALL INCLUDE AT LEAST ONE INTERIOR LANDSCAPE ISLAND FOR 10 PARKING SPACES. EACH ISLAND SHALL CONTAIN 1 LARGE OR SMALL DECIDUOUS TREE PLUS 4 SHRUBS/SHRUB PLANTS.

PROVIDED: 30 LANDSCAPE ISLANDS
32 TREES (18 SMALL DECIDUOUS, 14 LARGE DECIDUOUS), 407 SHRUBS

FOUNDATION LANDSCAPING

SEC 5.3.4

FOUNDATION LANDSCAPING TO BE PROVIDED ALONG ANY FACADE FACING A STREET OR PARKING AREA, AS WELL AS 25% OF THE ADJACENT FACADE.

ONE OVERSTORY DECIDUOUS OR EVERGREEN, TREE FOR EVERY 5,000 SF OF LANDSCAPE AREA OUTSIDE THE STRUCTURE, PARKING AREA, OR LOADING AREA, OR ONE SMALL TREE, DECIDUOUS OR EVERGREEN, FOR EVERY 3,000 SF OUTSIDE THE STRUCTURE, PARKING AREA, OR LOADING AREA, OR A PROPORTIONAL COMBINATION.*

AT LEAST ONE LARGE SHRUB, 1.5 MEDIUM SHRUBS, OR 2 SMALL SHRUBS FOR EVERY 1,000 SF OF LANDSCAPED AREA OUTSIDE THE BUILDING, PARKING AREA, OR LOADING AREA, OR A PROPORTIONAL COMBINATION.*

OPERATIONS CENTER 4,848 SF PLANTING AREA

REQUIRED: 1 OVERSTORY TREE (4,848 SF/5,000 = 0.96)
OR 2 SMALL TREES (4,848 SF/3,000 = 1.61)
OR 1 LARGE AND 1 SMALL TREE (PROPORTIONAL COMBINATION)*
5 LARGE SHRUBS (4,848 SF/1,000 = 4.85)
OR 7 MEDIUM SHRUBS (4,848 SF/1,000 x 1.5 = 7.27)
OR 10 SMALL SHRUBS (4,848 SF/1,000 x 2 = 9.69)
OR A PROPORTIONAL COMBINATION.*
PROVIDED: 13 TREES
1 LARGE DECIDUOUS TREES
10 SMALL DECIDUOUS TREES
3 EVERGREEN TREES
126 SHRUBS
86 EVERGREEN SHRUBS
40 DECIDUOUS SHRUBS

TRAINING CENTER 5,260 SF PLANTING AREA

REQUIRED: 1 OVERSTORY TREE (5,260 SF/5,000 = 1.05)
OR 2 SMALL TREES (5,260 SF/3,000 = 1.75)
OR A PROPORTIONAL COMBINATION.*
5 LARGE SHRUBS (5,260 SF/1,000 = 5.26)
OR 8 MEDIUM SHRUBS (5,260 SF/1,000 x 1.5 = 7.89)
OR 11 SMALL SHRUBS (5,260 SF/1,000 x 2 = 10.52)
PROVIDED: 11 TREES
0 LARGE DECIDUOUS TREES
11 SMALL DECIDUOUS TREES
108 SHRUBS
79 EVERGREEN SHRUBS
29 DECIDUOUS SHRUBS

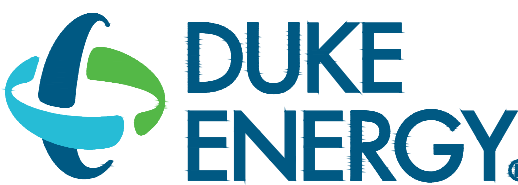
LANDSCAPE LEGEND

- 5' THOROUGHFARE BUFFER
- 20' TYPE C PERIMETER BUFFER
- FOUNDATION LANDSCAPE AREA
- SIGHT DISTANCE TRIANGLE
- TREE PRESERVATION 9.01 AC
- TYPE C BUFFER 100-FT SEGMENT

PLANT_SCHEDULE_TOTAL

CANOPY TREES	CODE	QTY	%	COMMON NAME	BOTANICAL NAME	GAL	
CANOPY TREES	ABT	28	18%	Trident Maple	Acer buergerianum	2.5" min	
	AFA	26	17%	Freeman Maple	Acer freemanii 'Armstrong'	2.5" min	
	BND	23	14%	Duraheat River Birch	Betula nigra 'Duraheat'	2.5" min	
	CA	27	17%	American Hornbeam	Carpinus caroliniana	2.5" min	
	QNN	26	17%	Nuttall Oak	Quercus nuttallii	2.5" min	
	ZSG	27	17%	Sawleaf Zelkova	Zelkova serrata 'Green Vase'	2.5" min	
EVERGREEN TREES	CODE	QTY	%	COMMON NAME	BOTANICAL NAME	GAL	HEIGHT
EVERGREEN TREES	CJJ	32	25%	Japanese Cedar	Cryptomeria japonica	-	8'
	JVE	32	25%	Eastern Red Cedar	Juniperus virginiana	-	8'
	TSP	32	25%	Green Giant Arborvitae	Thuja standishii x plicata 'Green Giant'	-	8'
	CLL	32	25%	Leylandi Cypress	x Cupressocyparis leylandii	-	8'
UNDERSTORY TREES	CODE	QTY	%	COMMON NAME	BOTANICAL NAME	GAL	HEIGHT
UNDERSTORY TREES	CCP	12	25%	Forest Pansy Redbud	Cercis canadensis 'Forest Pansy' TM	-	8'
	CFC	12	25%	Cherokee Princess Dogwood	Cornus florida 'Cherokee Princess'	-	8'
	LNW	13	25%	White Crape Myrtle Multi-Trunk	Lagerstroemia x 'Natchez'	-	8'
	POO	12	25%	Okame Cherry	Prunus x okame	-	8'
SHRUBS	CODE	QTY	%	COMMON NAME	BOTANICAL NAME	HEIGHT	SPACING
DECIDUOUS SHRUBS	CAB	69	9%	American Beautyberry	Callicarpa americana	24"	
	EVERGREEN SHRUBS	CODE	QTY	%	COMMON NAME	BOTANICAL NAME	HEIGHT
EVERGREEN SHRUBS	CJCA	43	6%	Camellia	Camellia japonica	24"	
	ICBB	64	8%	Burford Chinese Holly	Ilex cornuta 'Burfordii'	24"	
	ICCC	148	19%	Carissa Holly	Ilex cornuta 'Carissa'	24"	
	ICRD	164	21%	Dwarf Chinese Holly	Ilex cornuta 'Rotunda'	24"	
	IVND	168	22%	Dwarf Yaupon	Ilex vomitoria 'Nana'	24"	
	RISW	115	15%	Snow White Indian Hawthorn	Rhaphiolepis indica 'Snow White'	24"	

DRAWING NUMBER
CFD-XXXXX A000 -XXXXX



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P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:

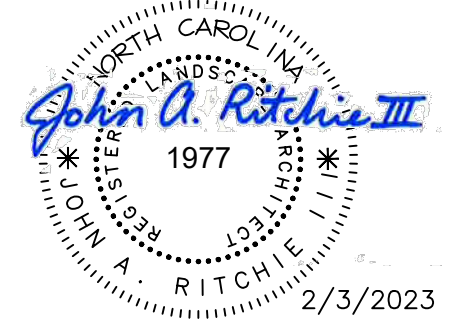


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HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

.DWG

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

MARK	DATE	BY	DESCRIPTION
1	08/26/22	KAS	REDUCTION OF CLEANING ACTIVITIES

PROJECT NO. 22-008

DRAWING NUMBER

CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: CL0110.DWG

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

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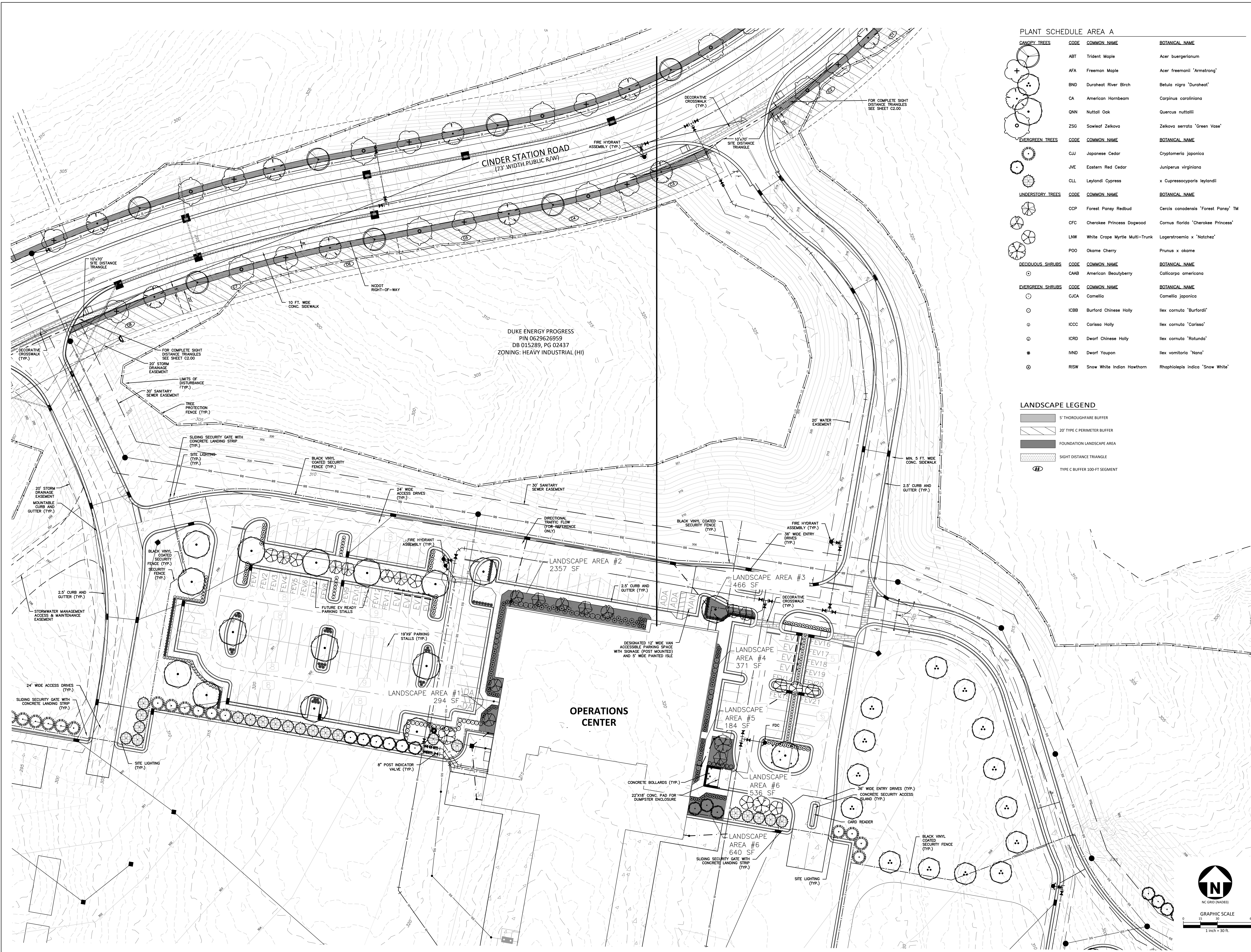
SHEET TITLE

OVERALL

LANDSCAPE PLAN

SHEET NO.

L1.00



PLANT SCHEDULE AREA A			
CANOPY TREES	CODE	COMMON NAME	BOTANICAL NAME
	ABT	Trident Maple	Acer buergerianum
	AFA	Freeman Maple	Acer freemanii 'Armstrong'
	BND	Duraheat River Birch	Betula nigra 'Duraheat'
	CA	American Hornbeam	Carpinus caroliniana
	QNN	Nuttall Oak	Quercus nuttallii
	ZSG	Sawleaf Zelkova	Zelkova serrata 'Green Vase'
EVERGREEN TREES	CODE	COMMON NAME	BOTANICAL NAME
	CJL	Japanese Cedar	Cryptomeria japonica
	JVE	Eastern Red Cedar	Juniperus virginiana
	CLL	Leylandi Cypress	x Cupressocyparis leylandii
UNDERSTORY TREES	CODE	COMMON NAME	BOTANICAL NAME
	CCP	Forest Pansy Redbud	Cercis canadensis 'Forest Pansy' TM
	CFC	Cherokee Princess Dogwood	Cornus florida 'Cherokee Princess'
	LNW	White Crape Myrtle Multi-Trunk	Lagerstroemia x 'Natchez'
	POO	Okame Cherry	Prunus x okame
DECIDUOUS SHRUBS	CODE	COMMON NAME	BOTANICAL NAME
	CAAB	American Beautyberry	Callicarpa americana
EVERGREEN SHRUBS	CODE	COMMON NAME	BOTANICAL NAME
	CJCA	Camellia	Camellia japonica
	ICBB	Burford Chinese Holly	Ilex cornuta 'Burfordii'
	ICCC	Carissa Holly	Ilex cornuta 'Carissa'
	ICRD	Dwarf Chinese Holly	Ilex cornuta 'Rotunda'
	IVND	Dwarf Yaupon	Ilex vomitoria 'Nana'
	RISW	Snow White Indian Hawthorn	Rhaphiolepis indica 'Snow White'

LANDSCAPE LEGEND

- 5' THOROUGHFARE BUFFER
- 20' TYPE C PERIMETER BUFFER
- FOUNDATION LANDSCAPE AREA
- SIGHT DISTANCE TRIANGLE
- TYPE C BUFFER 100-FT SEGMENT

N
GRAPHIC SCALE
1" = 30' FT.

DRAWING NUMBER
CFD-XXXXX A000 -XXXXX

MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:

Reduce Risk
Remove Exposures to Hazards
Reinforce Safe Behavior

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HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD
.DWG

DATE ISSUED: **8-26-2022**
PROJECT STATUS: **DEVELOPMENT**

MARK	DATE	DESCRIPTION
1	08/23/22	ISSUED FOR PERMIT
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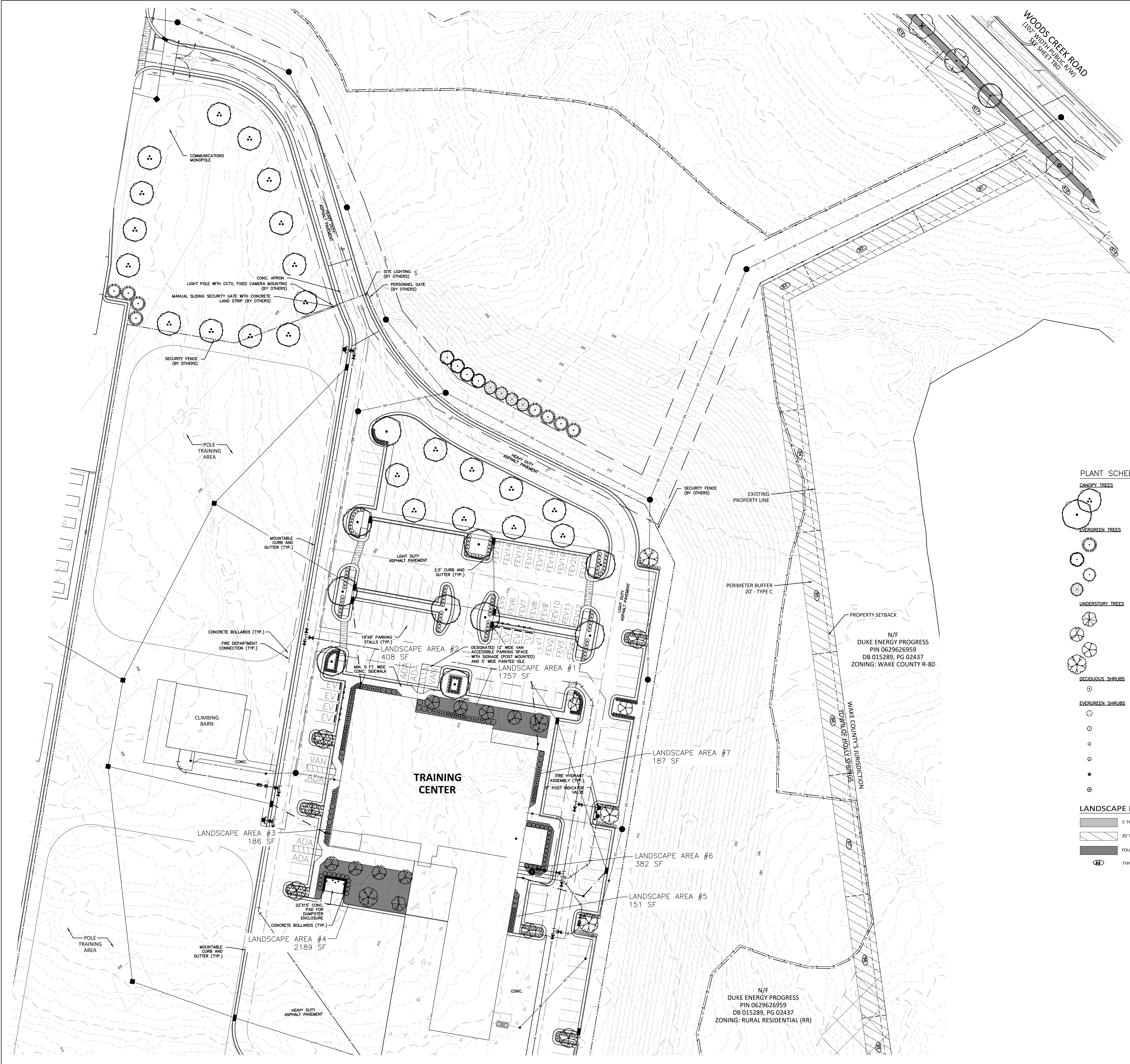
PROJECT NO. **22-008**
DRAWING NUMBER **CFD-XXXX- A000 XXXXX**
ELECTRONIC FILE NAME:
DRAWN BY: SMP 08-26-2022
CHK'D BY: KAS 08-26-2022
E-MAIL: COVIL@MCADAMSCO.COM

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SHEET TITLE
LANDSCAPE PLAN "A"
SHEET NO.
L1.01

McAdams Energy Project 08/26/2022 04:04 - Production (Engineering) Development Plan Current Drawing 08/26/2022 11:03:39 PM, Kirk Sawyer

Page 152 of 373

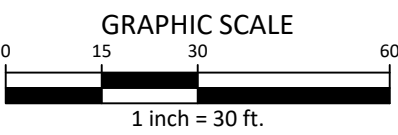


PLANT SCHEDULE AREA B

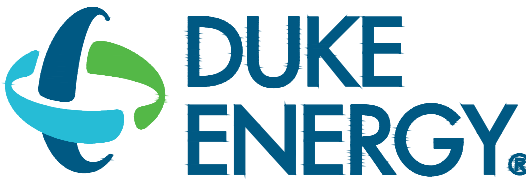
CANOPY TREES	CODE	COMMON NAME	BOTANICAL NAME
	BND	Duraheat River Birch	Betula nigra 'Duraheat'
	QNN	Nuttall Oak	Quercus nuttallii
EVERGREEN TREES	CODE	COMMON NAME	BOTANICAL NAME
	CJW	Japanese Cedar	Cryptomeria japonica
	JVE	Eastern Red Cedar	Juniperus virginiana
	TSP	Green Giant Arborvitae	Thuja standishii x plicata 'Green Giant'
	CLL	Leylandi Cypress	x Cupressocyparis leylandii
UNDERSTORY TREES	CODE	COMMON NAME	BOTANICAL NAME
	CCP	Forest Pansy Redbud	Cercis canadensis 'Forest Pansy' TM
	CFC	Cherokee Princess Dogwood	Cornus florida 'Cherokee Princess'
	LNW	White Crape Myrtle Multi-Trunk	Lagerstroemia x 'Natchez'
	POO	Okame Cherry	Prunus x okame
DECIDUOUS SHRUBS	CODE	COMMON NAME	BOTANICAL NAME
	CAAB	American Beautyberry	Callicarpa americana
EVERGREEN SHRUBS	CODE	COMMON NAME	BOTANICAL NAME
	CJCA	Camellia	Camellia japonica
	ICBB	Burford Chinese Holly	Ilex cornuta 'Burfordii'
	ICCC	Carissa Holly	Ilex cornuta 'Carissa'
	ICRD	Dwarf Chinese Holly	Ilex cornuta 'Rotunda'
	IVND	Dwarf Yaupon	Ilex vomitoria 'Nana'
	RISW	Snow White Indian Hawthorn	Rhaphiolepis indica 'Snow White'

LANDSCAPE LEGEND

- 5' THOROUGHFARE BUFFER
- 20' TYPE C PERIMETER BUFFER
- FOUNDATION LANDSCAPE AREA
- TYPE C BUFFER 100-FT SEGMENT

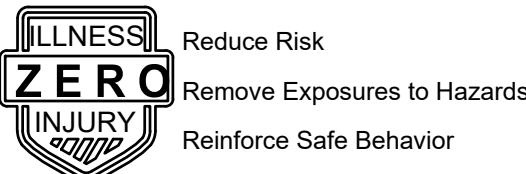


DRAWING NUMBER
CFD-XXXXXX A000 -XXXXXX



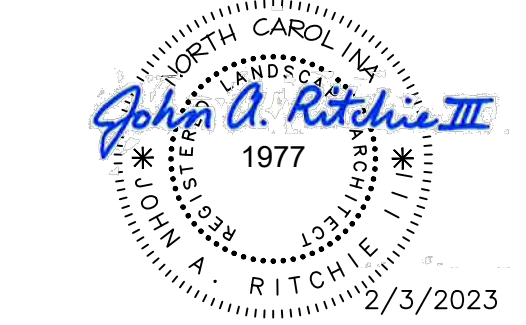
MAILING ADDRESS:
P.O. BOX 1007
CHARLOTTE, NC

Safety Expectations:



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HOLLY SPRINGS
OPERATIONS
CENTER

WOODFIELD DEAD END ROAD

DATE ISSUED: 8-26-2022

PROJECT STATUS: DEVELOPMENT

MARK	DATE	BY	DESCRIPTION
1	8/26/22	SMP	REDUCTION OF CLEARING ACTIVITIES

PROJECT NO. 22-008

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME:

DRAWN BY: SMP 08-26-2022

CHK'D BY: KAS 08-26-2022

E-MAIL: COVIL@MCADAMSCO.COM

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SHEET TITLE

LANDSCAPE PLAN "B"

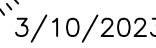
SHEET NO.

L1.02

Safety Expectations:



www.mcadamsco.com



WOODFIELD DEAD END ROAD

DATE ISSUED: **8-26-2022**

PROJECT STATUS: **DEVELOPMENT**

PROJECT NO. 22-008

DRAWING NUMBER

CFD-XXX- A000 XXXXX

ELECTRONIC FILE NAME: C:\0114.DWG

DRAWN BY: SMP 08-26-2022

2022	00	26	2022
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FILED: COMPTON CALIFORNIA

E-MAIL: COVIL@MCADAMSCO.CO

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UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). THIS INFORMATION SHOULD ONLY BE USED FOR THE SPECIFIC PROJECT INTENT.

SHEET TITLE

LANDSCAPE NOTES

REFERENCES & DETAILS

SHEET NO. _____

1104

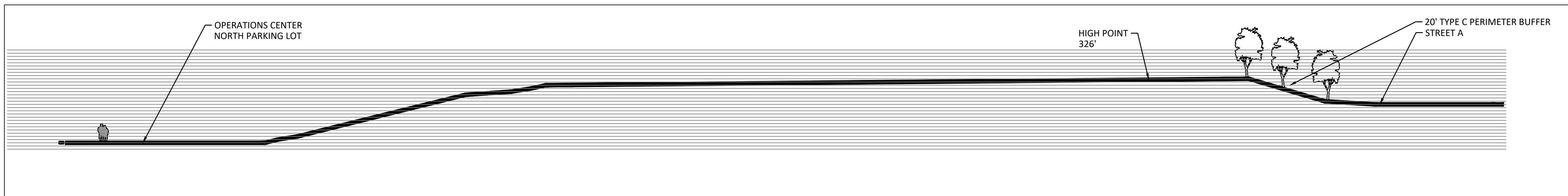
1. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS AND THE STATE OF NORTH CAROLINA STANDARDS AND SPECIFICATIONS.

21. PLANT MATERIALS ARE TO BE GUARANTEED FOR A PERIOD OF 12 MONTHS. PLANT MATERIALS WHICH REMAIN UNEQUALITY WILL BE REPLACED BY THE LANDSCAPE CONTRACTOR. REPLACEMENT OF PLANT MATERIALS SHALL BE IMMEDIATELY IF SO DIRECTED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
22. ALL TREE PLANTINGS SHALL BE MULCHED TO A DEPTH OF 3 INCHES, AND WITH A MINIMUM 3 FOOT RADII FROM BASE OF TREE OR TO DROPLINE. MULCH SHALL BE FREE OF TRASH AND UNDESIRED WEED SEED. MULCH SHALL NOT COVER THE ROOTING AREA. CONFORM WITH ALL SPECIFICATIONS WITH OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
23. DO NOT PRUNE TREES AND SHRUBS BEFORE DUE DATE. PROTECT BARK, BRANCHES, AND LEAVES FROM DAMAGE BY CUTTING TOOLS, LANTERNS, LADDERS, AND OTHER EQUIPMENT AND THING DAMAGE. DO NOT BEND OR BIND THE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY THEIR NATURAL SHAPE. PROVIDE PROTECTIVE COVERING OF EXTERIOR PLANT MATERIALS FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.
24. DELIVER EXTERIOR PLANTS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED AND INSTALL IMMEDIATELY. IMMEDIATELY AFTER UNLOADING, STAND THE TREES UP TO REDUCE THE RISK OF SUN SCALD. PROPERLY STAGED TREES ARE STANDING, UPRIGHT AND PLANTING READY. PLANTING SHALL BE COMPLETED WITHIN 10 BUSINESS DAYS. PROVIDE PROTECTIVE COVERING OF EXTERIOR PLANT MATERIALS FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.
25. SEE LANDSCAPE DETAILS FOR TREE STAKING REQUIREMENTS.
26. EXCAVATE EDGES OF ALL PLANTING BEDS TO 2 INCH DEPTH TO FORM A NEAT AND CRISP DEFINITION.
27. CONTRACTOR SHALL REMOVE DEBRIS AND FINE GRADE ALL PLANTING AREAS PRIOR TO COMPLETION.
28. REMOVE GUY WIRES AND STAKES AT END OF WARRANTY PERIOD OR ESTABLISHMENT.
29. FINISH GRADING: GRADE STANDING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH A MINIMUM 1% SLOPE. FINISH GRADING SHALL BE TO A MINIMUM 1 INCH OF FINISH ELEVATION. ROLL HARD GRADE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADE. LIMIT FINISHED GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.

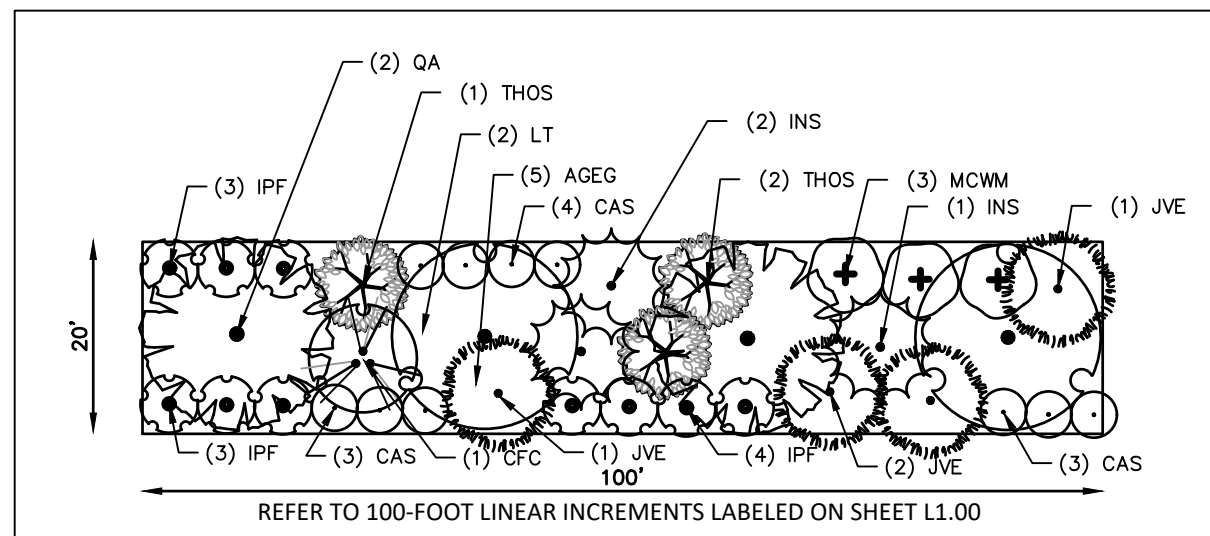
1. WARRANTY: INSTALLER SHALL REPAIR OR REPLACE ANY PLANTINGS THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION. FAILURES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT, ABUSE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
- STRUCTURAL FAILURES INCLUDING PLANTINGS FALLING OR BLOWING OVER.

- **MAINTENANCE:** INITIAL MAINTENANCE SHALL BE PROVIDED IMMEDIATELY AFTER EACH AREA IS PLANTED AND CONTINUE UNTIL SUBSTANTIAL COMPLETION. UPON SUBSTANTIAL COMPLETION, MAINTENANCE FOR ALL PLANTS SHALL BE PROVIDED FOR ONE YEAR AT A MINIMUM SHALL INCLUDE:
 - **TREE AND SHRUB MAINTENANCE:** MAINTAIN PLANTINGS BY WEEDING, CULTIVATING, FERTILIZING, PRUNING, FERTILIZING, RESTORING PLANTING SAUCERS, AND RESETTLE TO PROPER GRADES OR VERTICAL POSITION, AS REQUIRED TO ESTABLISH PLANTS. USE VIABLE PLANTINGS TO RESTORE AND TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
 - **GROUND COVER AND PLANT MAINTENANCE:** MAINTAIN AND RESTORE PLANTINGS BY WEEDING, FERTILIZING, MULCHING, AND OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS.
 - **LANDSCAPE EXTERIOR PLANTINGS:** MAINTENANCE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND OTHERS, MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED PLANTS.



SCALE: 1"=20'-0"



100' TYPICAL SECTION

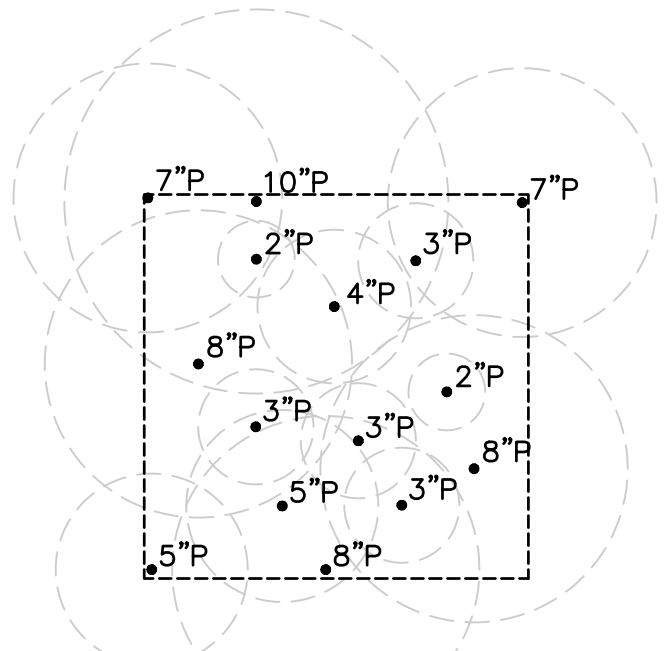
SCALE: 1 - 20

REQUIRED PLANT MATERIAL PER 100 LF SECTION:
(5) DECIDUOUS TREES PER 100'
(20) SHRUBS PER 100'
(80%) EVERGREEN TREES AND SHRUBS

DESIGNED PLANT MATERIAL PER 100 LF SECTION:
(5) DECIDUOUS TREES PER 100'
(20) SHRUBS PER 100'
(83%) EVERGREEN TREES AND SHRUBS

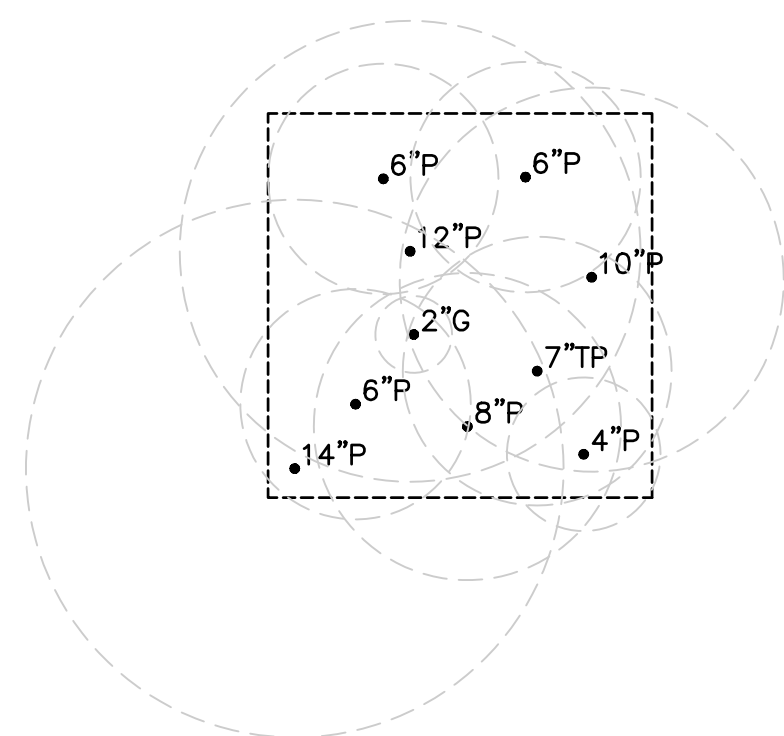
PLANT MATERIAL PER 100 IF SECTION				(MINIMUM)	
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	CAL	HT
10	CAS	CAMELLIA SASANQUA	SASANQUA CAMELLIA	18"	3 GAL
1	CFC	CORNUS FLORIDA 'CHEROKEE PRINCESS'	CHEROKEE PRINCESS DOGWOOD	1.5'	8"
1	PF	ILAEX CANADENSIS	YELLOW ANISE	8"	3 GAL
1	PF	ILLEX 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	8"	3 GAL
4	JVE	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	8"	5 GAL
2	LT	LIRIODENDRON TULIPERA	TULIP POPLAR	8"	5 GAL
3	MCWM	MYRTICA CEFIFERA	WAX MYRTLE	8"	5 GAL
3	QAS	QUERCUS ALBA	WHITE OAK	8"	5 GAL
3	THO	THUJA OCCIDENTALIS 'SMARAGO'	EMERALD GREEN ARBORVITAE	8"	5 GAL

SCALE: 1"=20'-0"



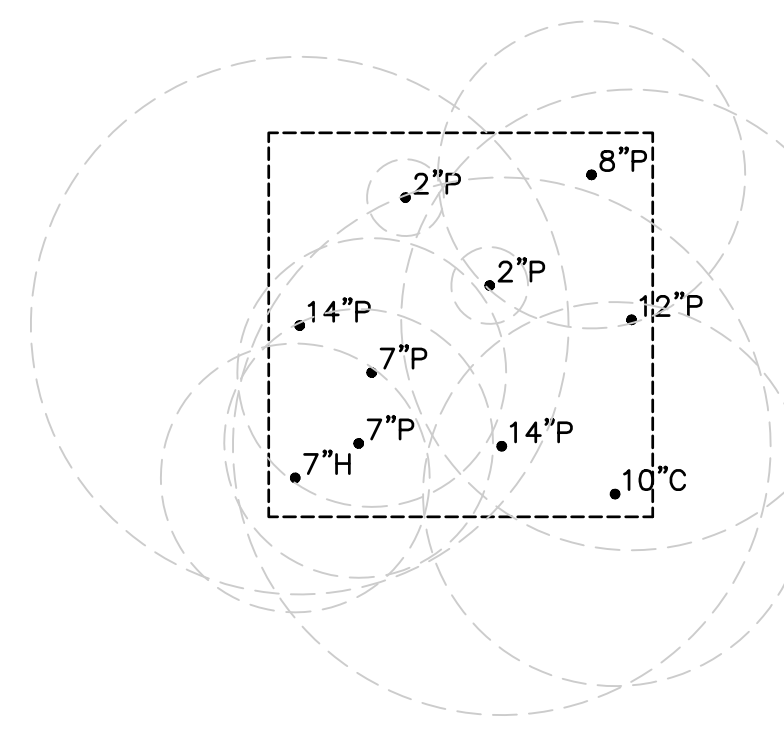
P = PINE

SCALE: 1"=10'



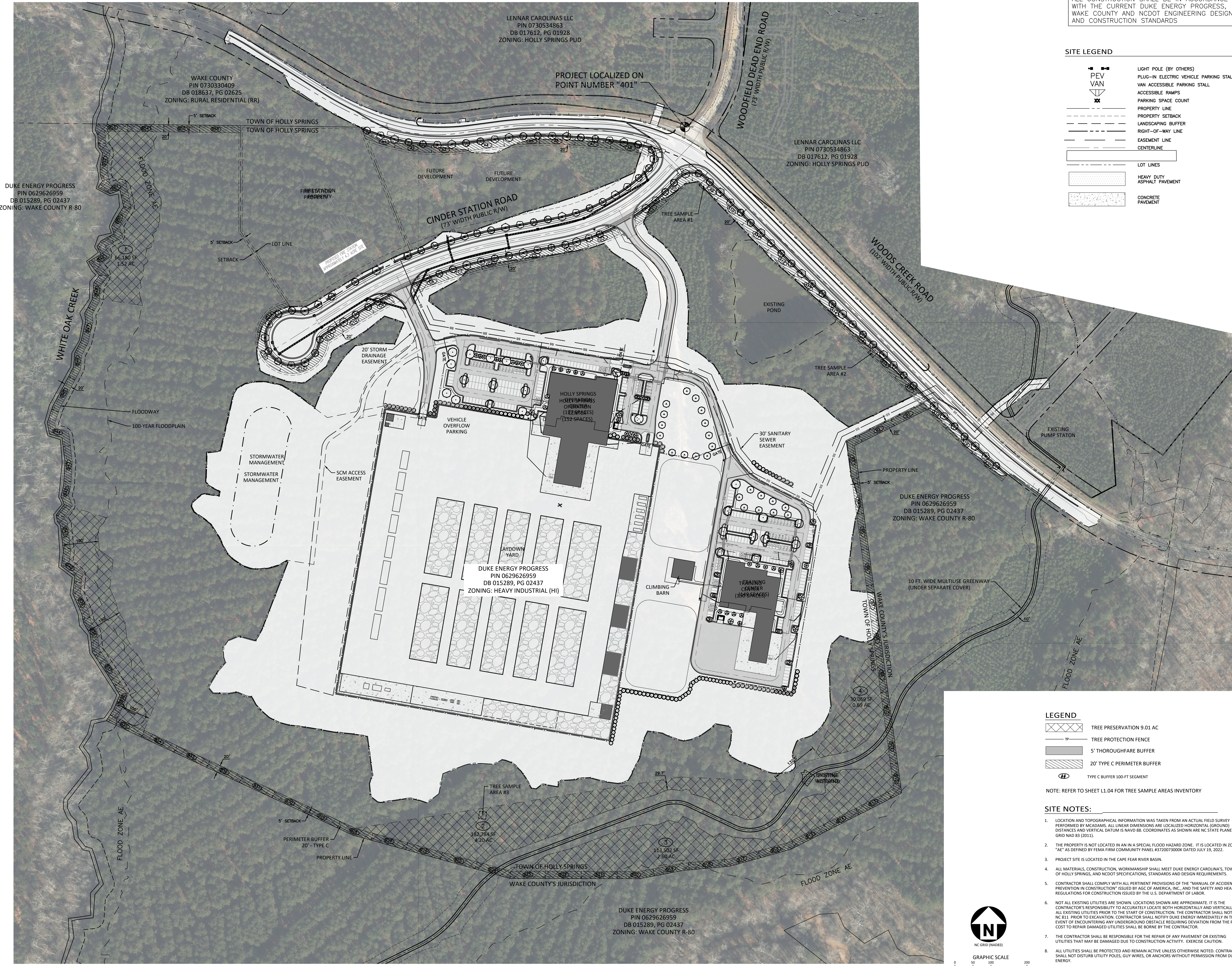
P = PINE
G = SWEET GUM
TP = TULIP POPLAR

SCALE: 1"=10'



P = PINE
H = AMERICAN HOLLY
C = CHERRY

SCALE: 1"=10'



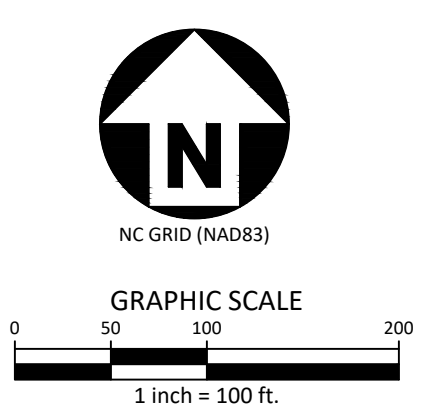
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT DUKE ENERGY PROGRESS, WAKE COUNTY AND NCDOT ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

- SITE LEGEND**
- PEV VAN
 - LIGHT POLE (BY OTHERS)
 - PLUG-IN ELECTRIC VEHICLE PARKING STALL
 - VAN ACCESSIBLE PARKING STALL
 - ACCESSIBLE RAMPS
 - PARKING SPACE COUNT
 - PROPERTY LINE
 - PROPERTY SETBACK
 - LANDSCAPING BUFFER
 - RIGHT-OF-WAY LINE
 - EASEMENT LINE
 - CENTERLINE
 - LOT LINES
 - HEAVY DUTY ASPHALT PAVEMENT
 - CONCRETE PAVEMENT

- LEGEND**
- TREE PRESERVATION 9.01 AC
 - TREE PROTECTION FENCE
 - 5' THOROUGHFARE BUFFER
 - 20' TYPE C PERIMETER BUFFER
 - TYPE C BUFFER 100-FT SEGMENT

NOTE: REFER TO SHEET L1.04 FOR TREE SAMPLE AREAS INVENTORY

- SITE NOTES:**
- LOCATION AND TOPOGRAPHICAL INFORMATION WAS TAKEN FROM AN ACTUAL FIELD SURVEY PERFORMED BY MCADAMS. ALL LINEAR DIMENSIONS ARE LOCATED HORIZONTAL (GROUND) DISTANCES AND VERTICAL DATUM IS NAVD 88. COORDINATES AS SHOWN ARE NC STATE PLANE GRID NAD 83 (2011).
 - THE PROPERTY IS NOT LOCATED IN AN IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "AE" AS DEFINED BY FEMA FIRM COMMUNITY PANEL #5720073000K DATED JULY 19, 2022.
 - PROJECT SITE IS LOCATED IN THE CAPE FEAR RIVER BASIN.
 - ALL MATERIALS, CONSTRUCTION, WORKMANSHIP SHALL MEET DUKE ENERGY CAROLINA'S, TOWN OF HOLLY SPRINGS, AND NCDOT SPECIFICATIONS, STANDARDS AND DESIGN REQUIREMENTS.
 - CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY AGC OF AMERICA, INC. AND THE SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION ISSUED BY THE U.S. DEPARTMENT OF LABOR.
 - NOT ALL EXISTING UTILITIES ARE SHOWN. LOCATIONS SHOWN ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCURATELY LOCATE BOTH HORIZONTALLY AND VERTICALLY ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY NC 811 PRIOR TO EXCAVATION. CONTRACTOR SHALL NOTIFY DUKE ENERGY IMMEDIATELY IN THE EVENT OF ENCOUNTERING ANY UNDERGROUND OBSTACLE REQUIRING DEVIATION FROM THE PLAN. COST TO REPAIR DAMAGED UTILITIES SHALL BE BORNE BY THE CONTRACTOR.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY PAVEMENT OR EXISTING UTILITIES THAT MAY BE DAMAGED DUE TO CONSTRUCTION ACTIVITY. EXERCISE CAUTION.
 - ALL UTILITIES SHALL BE PROTECTED AND REMAIN ACTIVE UNLESS OTHERWISE NOTED. CONTRACTOR SHALL NOT DISTURB UTILITY POLES, GUY WIRES, OR ANCHORS WITHOUT PERMISSION FROM DUKE ENERGY.
 - EXISTING IMPROVEMENTS SLATED TO REMAIN THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THEIR ORIGINAL CONDITION OR TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
 - ALL CONSTRUCTION DEBRIS SHALL BE TESTED AND DISPOSED OF OFF-SITE IN A STATE PERMITTED LINED LANDFILL OR AS DIRECTED BY DEC REPRESENTATIVE. TESTING AND DISPOSAL SHALL BE IN ACCORDANCE WITH DUKE ENERGY REQUIREMENTS AND STANDARDS AT NO ADDITIONAL COST TO THE OWNER.

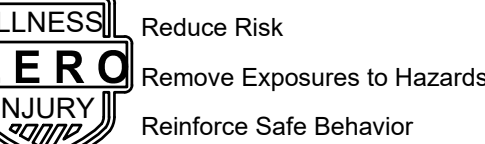


DRAWING NUMBER
CFD-XXXXXX A000 -XXXXX



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John A. Ritchie III
NORTH CAROLINA
REGISTERED ARCHITECT
1977
3/10/2023

HOLLY SPRINGS OPERATIONS CENTER
WOODFIELD DEAD END ROAD

DATE ISSUED: **8-26-2022**
PROJECT STATUS: **DEVELOPMENT**

MARK	DATE	ISSN	BY	REVISION
1	8/26/22	0001	KAS	INITIALS
2	8/26/22	0002	KAS	REVISION
3	8/26/22	0003	KAS	REVISION
4	8/26/22	0004	KAS	REVISION
5	8/26/22	0005	KAS	REVISION
6	8/26/22	0006	KAS	REVISION
7	8/26/22	0007	KAS	REVISION
8	8/26/22	0008	KAS	REVISION
9	8/26/22	0009	KAS	REVISION
10	8/26/22	0010	KAS	REVISION
11	8/26/22	0011	KAS	REVISION
12	8/26/22	0012	KAS	REVISION
13	8/26/22	0013	KAS	REVISION
14	8/26/22	0014	KAS	REVISION
15	8/26/22	0015	KAS	REVISION
16	8/26/22	0016	KAS	REVISION
17	8/26/22	0017	KAS	REVISION
18	8/26/22	0018	KAS	REVISION
19	8/26/22	0019	KAS	REVISION
20	8/26/22	0020	KAS	REVISION

PROJECT NO. **22-008**

DRAWING NUMBER
CFD-XXXX- A000 XXXXX

ELECTRONIC FILE NAME: **CL0115.DWG**

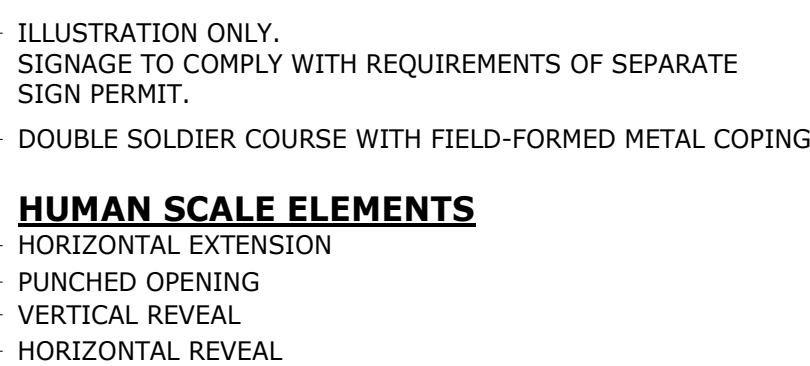
DRAWN BY: **SMP** 08-26-2022

CHK'D BY: **KAS** 08-26-2022

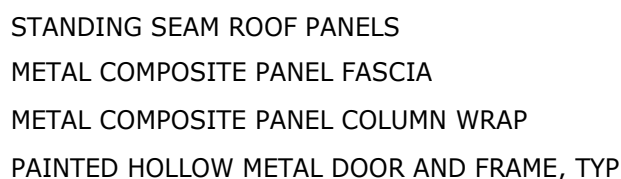
E-MAIL: **COVIL@MCADAMSCO.COM**

SHEET TITLE
TREE PRESERVATION PLAN

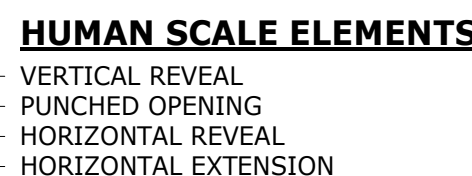
SHEET NO.
L1.05



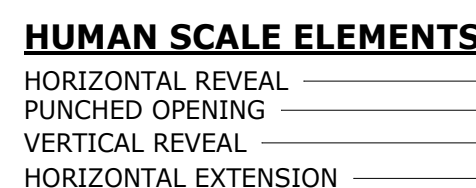
01 NORTH ELEVATION - OPS ZONING
A200 1/16" = 1'-0"



02 SOUTH ELEVATION - OPS ZONING
A200 1/16" = 1'-0"



03 EAST ELEVATION - OPS ZONING
A200 1/16" = 1'-0"

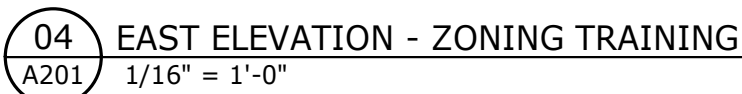
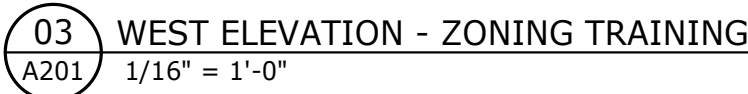


04 WEST ELEVATION - OPS ZONING
A200 1/16" = 1'-0"

20' X 20'

MAX BLAN
WALL

1800 400 6000



150-6070



Safety Expectations:



HH

Email office@hh-arch.com

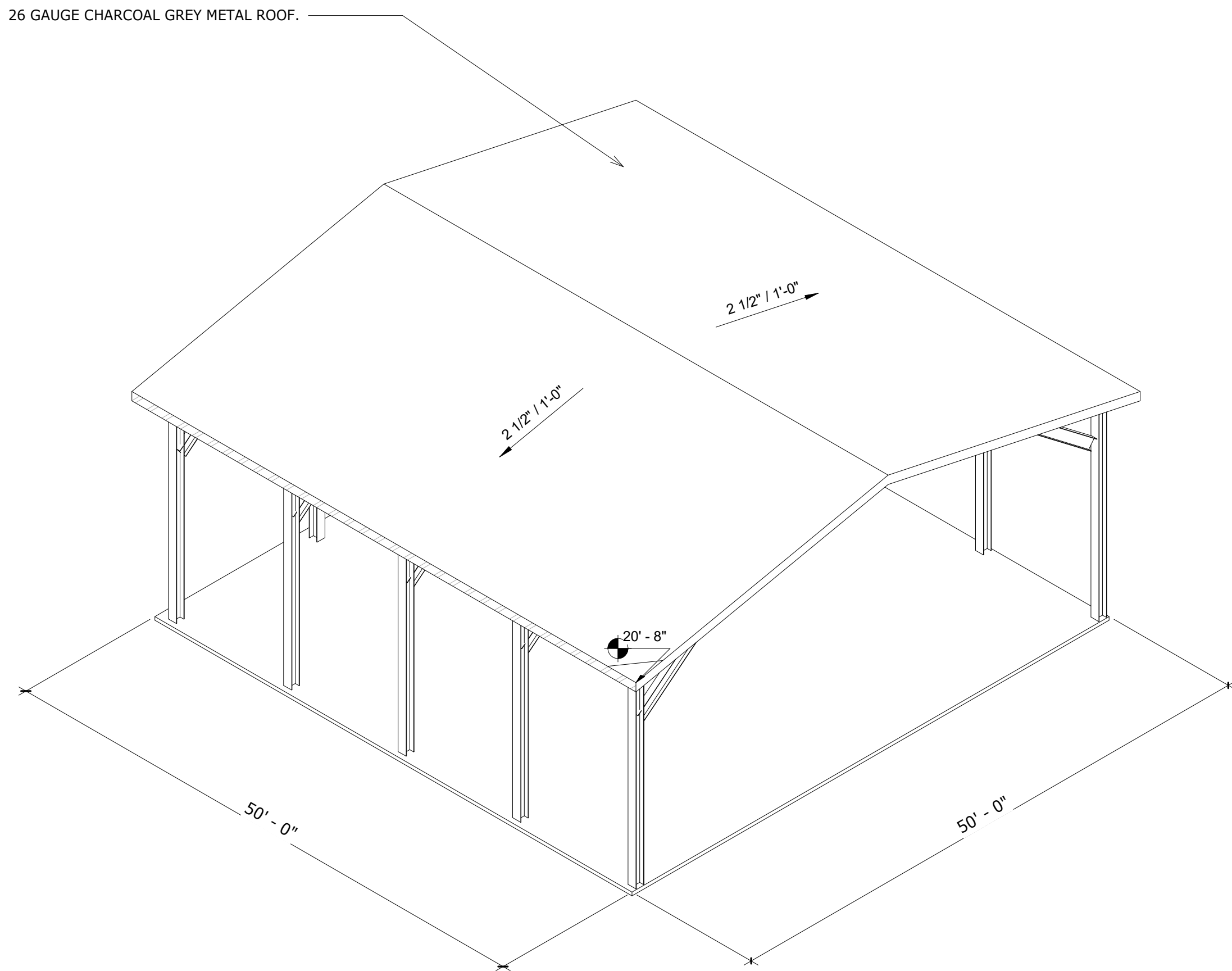
[illegible][illegible]

E-MAIL: 01

SHEET NO. 1000

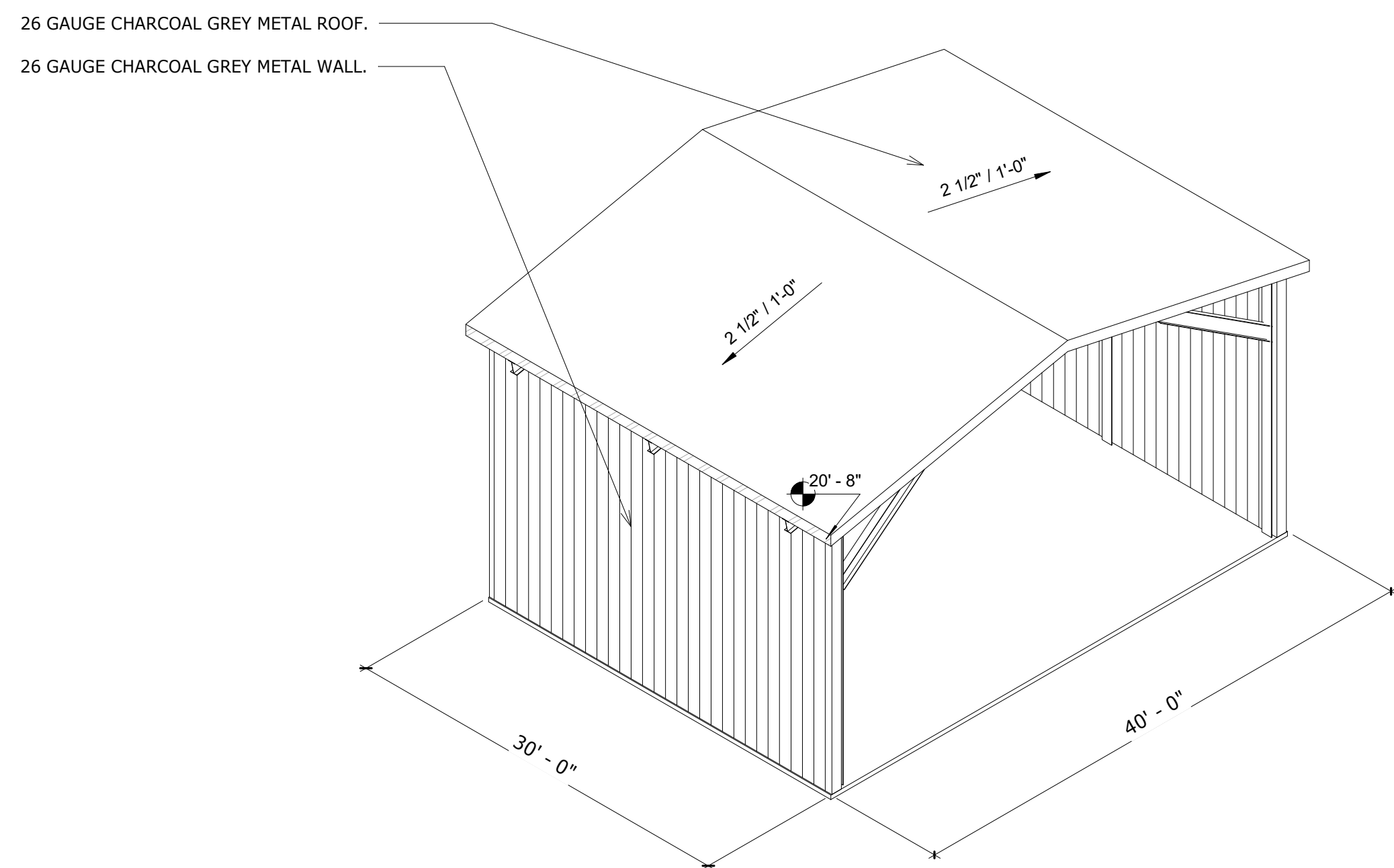
A202

Page 159 of 373



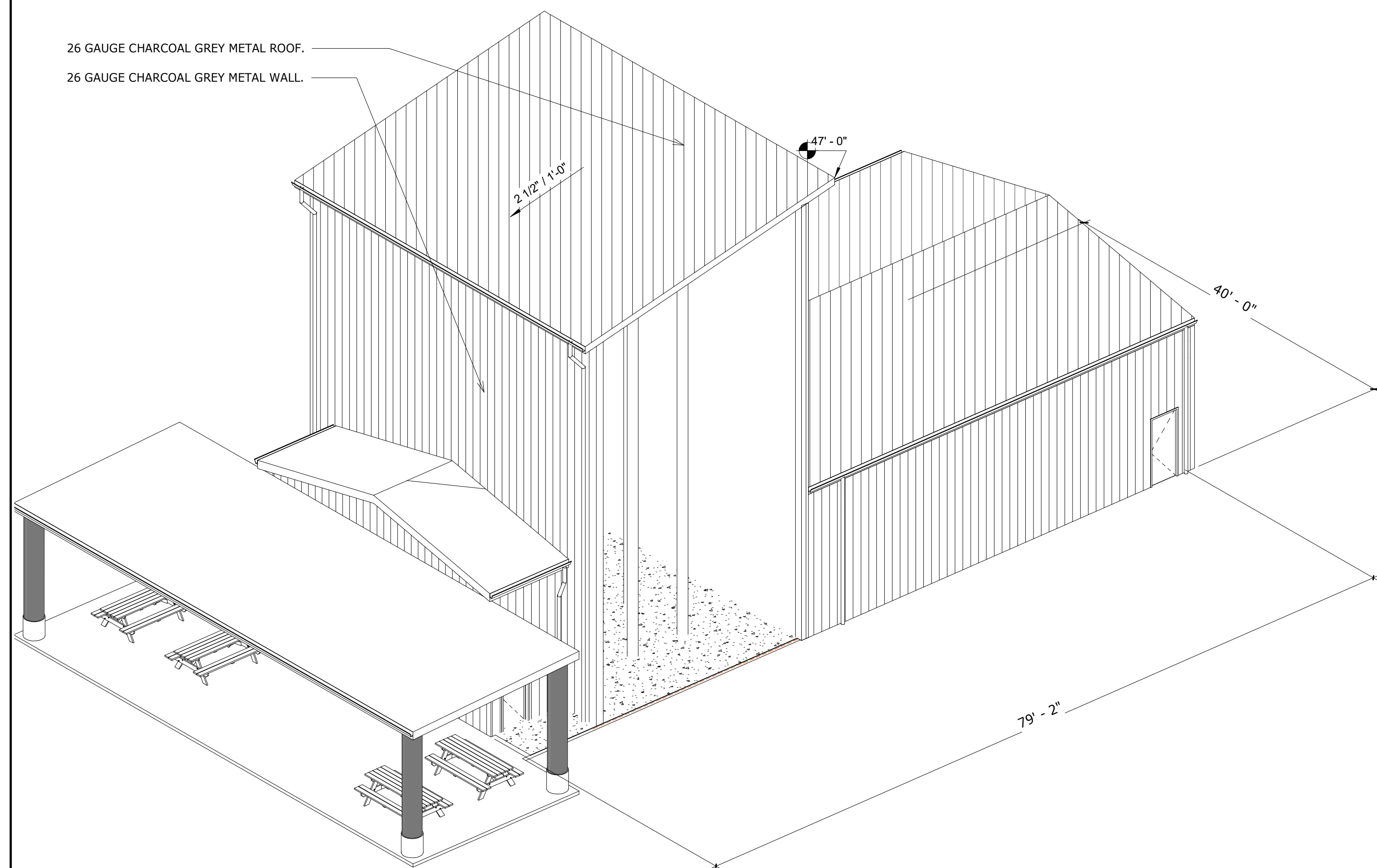
01 CANOPY 1 & 2 - ZONING
A202

ACCESSORY STRUCTURES - NOT SUBJECT TO MATERIAL, TRANSPARENCY, ROOF LINE, BLANK WALL, HORIZONTAL AND VERTICAL VARIATION PER DESIGN MANUAL.



02 CANOPY 4 - ZONING
A202

ACCESSORY STRUCTURES - NOT SUBJECT TO MATERIAL, TRANSPARENCY, ROOF LINE, BLANK WALL, HORIZONTAL AND VERTICAL VARIATION PER DESIGN MANUAL.



03 Climbing Barn - Zoning
A202

ACCESSORY STRUCTURES - NOT SUBJECT TO MATERIAL, TRANSPARENCY, ROOF LINE, BLANK WALL, HORIZONTAL AND VERTICAL VARIATION PER DESIGN MANUAL.



Duke Operations & Training Center Development Plan #22-DP-09 Motion and Conditions of Approval

Motion and Conditions of Approval:

Motion to make and accept the Findings of Fact for Development Plan #22-DP-09 that the proposed Operations and Training Center is transforming the area by introducing employment uses near residential neighborhoods, providing adequate perimeter buffering and screening between uses, and meeting the applicable development and design standards of the Unified Development Ordinance and Heavy Industrial Conditional District standards for the site.

Motion to approve / deny / defer Development Plan #22-DP-09 for Duke Operations & Training Center as submitted by McAdams, dated Revised 4/7/23, with the following conditions:

1. All previous conditions of approval for Duke Operations Campus Conditional District Rezoning apply to this plan except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the Town's current annual budget or any unexpired development agreement.
2. The following must be submitted with the first Construction Drawing submittal:
 - a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Chapter 8 shall be submitted to and approved by Development Services.
3. Prior to Construction Drawing Approval, the following items must be addressed:
 - a. Street Tree locations shall be shown with approved lighting fixture locations shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.
 - b. Show placement and height of the poles within the Pole Training Area.
 - c. Provide a decorative crosswalk detail that meets UDO 8.4.B.3.b.
 - d. Provide an updated landscape plan showing the perimeter buffer between the Duke and Fire station properties.
 - e. Show detailed design of Active Recreation Area.
4. Invoiced fees from Special Study third party review must be paid prior to first Construction Drawing Submittal, and no later than prior to Construction Drawing Approval.
5. ALL recommendations from the Traffic Study and as a result of Town and NCDOT review associated with this project, must be incorporated into the plans no later than with your next submittal to avoid delays in your development review. This must be finalized prior to this project being scheduled for Planning Board and Town Council.

6. The Build-out analysis in the Traffic Impact Analysis (TIA) associated with this development, included a mix of background improvements and recommended development mitigations. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct all of the background improvements included in the TIA unless additional analysis can be provided to demonstrate the background mitigations are not warranted by the subject development.
7. Thoroughfares, collectors and boulevards will require a calculated pavement design with 1st construction drawing submittal. This may result in a pavement cross section bigger than the specified minimum.
8. Off-site right-of-way dedication will be required in the form of a recorded plat prior to receiving construction drawing approval.
9. A Deed of Easement is required to be executed for public vehicular & public pedestrian access between the property owners at the time of plat.
10. In accordance with Engineering Design & Construction standards (ED&CS) Section 7.07, the pump station site lot shall be platted and deeded to the Town of Holly Springs through fee simple conveyance prior to pump station final acceptance. A deed of easement is not sufficient and is not allowed. Show lot lines on the associated subdivision plan and preliminary pump station site plan.
11. All Special Studies must be finalized prior to being scheduled for Planning Board.
12. Preliminary Pump Station Site Plan is required to be on the same Town Council Meeting agenda as this plan.
13. Offsite Sewer Infrastructure Incomplete: If any off site sewer facilities are needed to serve this project and are not completed and accepted by the Town at the time of approval of this preliminary subdivision plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site sewer facilities, and will not guarantee completion of such facilities by any other party. This will become a condition of plan approval.
14. If any off site water facilities are needed to serve this project and are not completed and accepted by the Town at the time of the approval of this plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of off-site water facilities, and will not guarantee completion of such facilities by any other party. No plats or building permits will be issued by the Town until all necessary on and off-site water infrastructure is completed. This will become a condition of approval.
15. A verification letter that confirms no changes occurred to the gravity sewer network; including final sizing for lines that are stubbed upstream, will be required with first construction drawing submittal. If changes have been made to the gravity sewer network between Town Council Approval and first Construction Drawing Submittal, a Final Gravity Sewer Line Sizing Report will be required with first construction drawing submittal for all lines that are stubbed to adjacent upstream properties. Include calculations to document line sizes, adequacy of proposed sanitary sewer lines to serve all future upstream development. This will become a condition of approval.
16. Fiber utility connection/extension is required with this project associated with traffic signal/pump station installation and construction. Please continue to coordinate with Staff through approval of this project
17. Approval of Stormwater Management Plan is required prior to issuance of a land disturbance permit or construction drawing approval.
18. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.

19. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.
20. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
21. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project. (site)
22. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater SCM prior to plat recordation and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project. (Residential)
23. All environmental permits must be obtained prior to construction drawing approval and/or issuance of a land disturbance permit for the entire project.
24. There are existing downstream drainage complaints in this area. Accordingly, a flood study will be required to meet the Town's policy for Hydrologic Basin Models. (Town Policy - P-018)



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

New Business

Title: 2023 Street Resurfacing and Preservation Project (TOHS Proj. 23-001)

Strategic Priority Area: Responsible & Balanced Growth
Safe & Friendly

Staff Resource: Michael Leonas, Utilities and Infrastructure

Action(s):

- Award the 2023 Street Resurfacing Project contract to Daniels Inc. of Garner in the amount of \$1,245,813.72 (base bid and alternates) plus a contingency addition of \$124,581.37 bringing the total approved project budget to \$1,370,395.09
- Approve and award the 2023 Street Preservation Project as a sole-source contract with Pavement Technology, Inc. in the amount of \$134,286.66 plus a contingency addition of \$13,438.67 bringing the total approved project budget to \$147,825.33.

Explanation:

- For the **Street Resurfacing Project**, WithersRavenel completed the design and project manual, as directed by the Town's Utilities and Infrastructure Department staff.
- Including all alternatives, this project consists of the resurfacing of 19 road sections, approximately 14,203 linear feet or 2.69 miles in total length.
- The Street Resurfacing Project includes pavement milling and resurfacing, as well as utility adjustments.
- The bid opening for the project occurred on June 6, 2023 and the lowest, responsive, and responsible bidder is Daniels Inc. of Garner.
- Construction is anticipated to start in summer, 2023, with completion anticipated in the fall of 2023. The contract duration is 70 calendar days.
- The **Street Preservation Project** consists of preservation treatment of streets in 4 neighborhoods, approximately 37,805 linear feet or 7.16 miles in total length.
- Sole-source approval for the pavement preservation treatment is requested due to the fact that the patented product Reclamite is available in our region through a single contractor, Pavement Technology Inc. Reclamite is approved and extensively used by NCDOT, the Town of Cary, and the Town of Morrisville. There are no competing products that yield the same results as this product. Staff recommends a sole-source service provider for pavement preservation treatment services for this project.
- Both projects will require extensive communication and coordination with the residents along the streets being affected. The Contractor will be required to notify residents in advance of construction activities (door hangers, personal contact, etc.). This will be supported by communication outreach via the Town's social media outlets, facilitated through the Town's Communication & Marketing group.

Background:

- Powell Bill funds are annual state-shared gas tax revenues allocated to municipalities in North Carolina for roadway maintenance under G.S. 136-41.1-4.
- The town maintains over 156 miles of roadway for which it receives state funds.
- Approximately every five (5) years, a street rating survey (ASTM method) is performed on the entire town-maintained road network.
- Based on the latest 2022 street rating survey, streets are prioritized for rehabilitation based on condition alone and not volume. Other factors like traffic volume, safety, interconnectivity, etc. are also considered to create a ranking priority for the roads that are being selected.
- Funding for both projects and the study will be provided through Powell Bill funds.

Funding Source(s):

Powell Bill funds

Attachment(s):

1. Project Map - Resurfacing & Preservation
2. Resurfacing - Letter of Recommendation and Final Bid Tab
3. Resurfacing - Bid & Construction Contract
4. Preservation - Pavement Technology, Inc. - Sole Source Applicator Letter
5. Preservation - PTI Licensed Contractor Statement
6. Preservation - PTI Proposal
7. Preservation - Pavement Technology, Inc. - Engineer's Recommendation

**Town of Holly Springs 2023 Street
Resurfacing Project and Street Pavement
Preservation Project**

Alternate Bid:
Olvera Way and
Sprinstone
Drive/Crossway
Lane (partial)

Preservation:
Woodcreek
(partial)

Alternate Bid:
Cottonwood
Lane, Holly
Berry Lane,
Avent Circle
and West Elm
(partial)

Base Bid:
Crossway Lane

Base Bid:
Danagher
Ridge Drive

Preservation:
Trinity Creek
(partial)

Base Bid: Flagg
Road, Buckfield
Lane and
Baygall Road

Alternate Bid:
Sycamore Ridge
Lane, Shady Porch
Court, Hickory Knoll
Court and Evergreen
View Drive (partial)

Base Bid:
Hidden Valley
Drive and
Barbwire Circle

Base Bid:
Talley Ridge
Drive and
Harvolly Drive

Preservation:
Wildwood

Preservation:
The Mills at
Avent Ferry



Memorandum

June 13, 2023

Mr. Dirk Siebenbrodt, PE
Engineer III
Town of Holly Springs
128 South Main Street
Holly Springs, NC 27540

RE: Town of Holly Springs 2023 Street Improvement Project (TOHS Project No. 23-001)
Bid Opening Results

Dear Mr. Siebenbrodt,

On Tuesday, June 6, 2023, bids were publicly opened and read aloud for the above referenced project. Six contractors submitted responsive bids for the project. The apparent low bid for the Base Bid was submitted by Daniels Inc. of Garner in the amount of \$571,799.90. The other bidders, with their Base Bid amounts in parentheses, are listed in ascending order: Turner Asphalt GC, LLC (\$663,614.10), ST Wooten Corporation (\$680,674.25), Fred Smith Company (\$788,849.10), Carolina Sunrock LLC (\$835,965.55), and KPH Paving & Landscaping, Inc. (\$1,013,396.00). The three lowest bidders were within 19% of each other and the lowest bid was 32% under the Engineer's Estimate. The Bid Alternates were not used for determining the low bid per the Project Manual.

We tabulated the results of the six responsive bids and found one mathematical error in the ST Wooten Corporation Base Bid calculations which is inconsequential to the award. We also conducted a Contractor Bid Package Review of the bid submitted by Daniels Inc. of Garner and believe their bid to be responsive. We believe that it is in the best interest of the Town to waive any informality or technicalities in the apparent low bidder's misinterpretations of the TOTAL "BID" PRICE on page 00300-5 of the Project Manual, therefore, the Town may wish to award a Contract to Daniels Inc. of Garner in the amount of \$571,799.90.

The information contained herein and in the attached bid tabulation is provided to you for reference and use in your decision to award the Contract. Thank you for the opportunity to be of service to the Town of Holly Springs on this important project. We look forward to the successful completion of this project.

Sincerely,

Steve Lander, PE

Director of Pavement Management
WithersRavenel

Attachments: Bid Tabulation

Town of Holly Springs

2023 Street Improvement Project (TOHS Project No. 23-001)

Bid Tabulation

Base Bid

				Engineer's Estimate		Daniels Inc. of Garner		Turner Asphalt GC, LLC		ST Wooten Corporation		Fred Smith Company		Carolina Sunrock LLC		KPH Paving & Landscaping, Inc.	
NO.	Item Description	Quantity	Units	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid
1	Mobilization	1	LS	\$38,734.00	\$38,734.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$53,650.00	\$53,650.00	\$39,000.00	\$39,000.00	\$37,389.00	\$37,389.00	\$15,000.00	\$15,000.00
2	Milling Asphalt Pavement - 2" Depth	10419	SY	\$4.75	\$49,490.25	\$2.75	\$28,652.25	\$4.20	\$43,759.80	\$3.75	\$39,071.25	\$7.15	\$74,495.85	\$8.20	\$85,435.80	\$8.75	\$91,166.25
3	Milling Asphalt Pavement - 3" Depth	10701	SY	\$6.00	\$64,206.00	\$2.95	\$31,567.95	\$4.80	\$51,364.80	\$4.00	\$42,804.00	\$8.25	\$88,283.25	\$11.00	\$117,711.00	\$9.75	\$104,334.75
4	Asphalt Concrete Surface Course, Type S9.5C	3097	TN	\$140.00	\$433,580.00	\$138.00	\$427,386.00	\$135.00	\$418,095.00	\$133.00	\$411,901.00	\$135.00	\$418,095.00	\$129.00	\$399,513.00	\$170.00	\$526,490.00
6	4" patch (I19 + 9.5C) Patching Street (Including Contingency)	20	TN	\$200.00	\$4,000.00	\$195.00	\$3,900.00	\$250.00	\$5,000.00	\$250.00	\$5,000.00	\$850.00	\$17,000.00	\$300.00	\$6,000.00	\$400.00	\$8,000.00
8	Stop Bar (24" , 90MILS) Thermoplastic	165	LF	\$25.00	\$4,125.00	\$11.88	\$1,960.20	\$2.50	\$412.50	\$9.00	\$1,485.00	\$25.00	\$4,125.00	\$11.75	\$1,938.75	\$55.00	\$9,075.00
9	New Water Valve Structure (Frame & Cover, Contingency)	5	EA	\$450.00	\$2,250.00	\$650.00	\$3,250.00	\$450.00	\$2,250.00	\$800.00	\$4,000.00	\$900.00	\$4,500.00	\$900.00	\$4,500.00	\$995.00	\$4,975.00
10	Adjust Water Valve Structure	40	EA	\$400.00	\$16,000.00	\$150.00	\$6,000.00	\$450.00	\$18,000.00	\$500.00	\$20,000.00	\$750.00	\$30,000.00	\$750.00	\$30,000.00	\$850.00	\$34,000.00
11	Adjust Water Valve Riser (Contegency)	3	EA	\$250.00	\$750.00	\$150.00	\$450.00	\$150.00	\$450.00	\$215.00	\$645.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$550.00	\$1,650.00
12	New Manhole Structure (Frame & Cover, Contingency)	2	EA	\$850.00	\$1,700.00	\$650.00	\$1,300.00	\$2,200.00	\$4,400.00	\$1,200.00	\$2,400.00	\$1,100.00	\$2,200.00	\$1,100.00	\$2,200.00	\$1,275.00	\$2,550.00
13	Adjust Manhole Structure	34	EA	\$500.00	\$17,000.00	\$150.00	\$5,100.00	\$550.00	\$18,700.00	\$650.00	\$22,100.00	\$800.00	\$27,200.00	\$800.00	\$27,200.00	\$975.00	\$33,150.00
14	Adjust Manhole Structure (Riser)	3	EA	\$300.00	\$900.00	\$150.00	\$450.00	\$150.00	\$450.00	\$375.00	\$1,125.00	\$600.00	\$1,800.00	\$600.00	\$1,800.00	\$800.00	\$2,400.00
15	Remove and Replace Standard 30" Curb and Gutter (Including Contingency)	84	LF	\$75.00	\$6,300.00	\$54.00	\$4,536.00	\$48.00	\$4,032.00	\$52.00	\$4,368.00	\$100.00	\$8,400.00	\$100.00	\$8,400.00	\$120.00	\$10,080.00
16	Remove and Replace 4"d x 5'w Concrete Sidewalk (Contingency)	35	LF	\$80.00	\$2,800.00	\$57.50	\$2,012.50	\$100.00	\$3,500.00	\$75.00	\$2,625.00	\$100.00	\$3,500.00	\$100.00	\$3,500.00	\$85.00	\$2,975.00
17	Retrofit Curb Ramp 2'x4' Truncated Domes	6	EA	\$500.00	\$3,000.00	\$1,200.00	\$7,200.00	\$5,800.00	\$34,800.00	\$400.00	\$2,400.00	\$1,200.00	\$7,200.00	\$1,200.00	\$7,200.00	\$3,200.00	\$19,200.00
18	Remove and Replace ADA Curb Ramp	7	EA	\$2,400.00	\$16,800.00	\$2,880.00	\$20,160.00	\$5,800.00	\$40,600.00	\$2,300.00	\$16,100.00	\$3,650.00	\$25,550.00	\$3,650.00	\$25,550.00	\$3,800.00	\$26,600.00
19	Vehicle Towing- Contingency	5	EA	\$250.00	\$1,250.00	\$75.00	\$375.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$250.00	\$1,250.00	\$350.00	\$1,750.00
20	Traffic Control	1	LS	\$175,000.00	\$175,000.00	\$17,500.00	\$17,500.00	\$8,800.00	\$8,800.00	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$74,878.00	\$74,878.00	\$120,000.00	\$120,000.00
				Totals	\$837,885.25		\$571,799.90		\$663,614.10		\$680,674.25		\$788,849.10		\$835,965.55		\$1,013,396.00
						Apparent Low Bid											

Town of Holly Springs
2023 Street Improvement Project (TOHS Project No. 23-001)
Bid Tabulation

Alternate Bid 1

				Engineer's Estimate		Daniels Inc. of Garner		Turner Asphalt GC, LLC		ST Wooten Corporation		Fred Smith Company		Carolina Sunrock LLC		KPH Paving & Landscaping, Inc.	
NO.	Item Description	Quantity	Units	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid
1.1	Mobilization	1	LS	\$9,791.47	\$9,791.47	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$9,600.00	\$9,600.00	\$11,500.00	\$11,500.00	\$19,522.00	\$19,522.00	\$8,000.00	\$8,000.00
1.2	Milling Asphalt Pavement - 2" Depth	7257	SY	\$4.75	\$34,470.75	\$2.95	\$21,408.15	\$4.20	\$30,479.40	\$4.00	\$29,028.00	\$7.80	\$56,604.60	\$8.20	\$59,507.40	\$8.75	\$63,498.75
1.3	Asphalt Concrete Surface Course, Type S9.5C	849	TN	\$140.00	\$118,860.00	\$138.00	\$117,162.00	\$135.00	\$114,615.00	\$133.00	\$112,917.00	\$150.00	\$127,350.00	\$129.00	\$109,521.00	\$172.00	\$146,028.00
1.4	4" patch (I19 + 9.5C) Patching Street	3.62	TN	\$200.00	\$724.00	\$195.00	\$705.90	\$280.00	\$1,013.60	\$250.00	\$905.00	\$1,500.00	\$5,430.00	\$300.00	\$1,086.00	\$400.00	\$1,448.00
1.5	Stop Bar (24" , 90MILS) Thermoplastic	55	LF	\$25.00	\$1,375.00	\$11.85	\$651.75	\$30.00	\$1,650.00	\$9.00	\$495.00	\$25.00	\$1,375.00	\$11.75	\$646.25	\$75.00	\$4,125.00
1.6	Adjust Water Valve Structure (Including Contingency)	6	EA	\$400.00	\$2,400.00	\$150.00	\$900.00	\$450.00	\$2,700.00	\$500.00	\$3,000.00	\$750.00	\$4,500.00	\$750.00	\$4,500.00	\$850.00	\$5,100.00
1.7	Adjust Manhole Structure (including Contingency)	16	EA	\$500.00	\$8,000.00	\$150.00	\$2,400.00	\$550.00	\$8,800.00	\$650.00	\$10,400.00	\$800.00	\$12,800.00	\$800.00	\$12,800.00	\$975.00	\$15,600.00
1.8	Traffic Control	1	LS	\$30,000.00	\$30,000.00	\$10,500.00	\$10,500.00	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$18,000.00	\$18,000.00	\$63,802.00	\$63,802.00	\$30,000.00	\$30,000.00
				Totals	\$205,621.22		\$161,727.80		\$169,258.00		\$182,345.00		\$237,559.60		\$271,384.65		\$273,799.75

Town of Holly Springs
2023 Street Improvement Project (TOHS Project No. 23-001)
Bid Tabulation

Alternate Bid 2

				Engineer's Estimate		Daniels Inc. of Garner		Turner Asphalt GC, LLC		ST Wooten Corporation		Fred Smith Company		Carolina Sunrock LLC		KPH Paving & Landscaping, Inc.	
NO.	Item Description	Quantity	Units	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid
2.1	Mobilization	1	LS	\$16,551.81	\$16,551.81	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$16,800.00	\$16,800.00	\$17,000.00	\$17,000.00	\$20,591.00	\$20,591.00	\$8,000.00	\$8,000.00
2.2	Milling Asphalt Pavement - 3" Depth	6943.3	SY	\$6.00	\$41,659.80	\$2.95	\$20,482.74	\$4.80	\$33,327.84	\$4.50	\$31,244.85	\$7.95	\$55,199.24	\$11.00	\$76,376.30	\$9.75	\$67,697.18
2.3	Asphalt Concrete Surface Course, Type S9.5C	1130.01	TN	\$140.00	\$158,201.40	\$138.00	\$155,941.38	\$135.00	\$152,551.35	\$133.00	\$150,291.33	\$135.00	\$152,551.35	\$129.00	\$145,771.29	\$170.00	\$192,101.70
2.4	5" patch (I19 + 9.5C) Patching Street	209	TN	\$200.00	\$41,800.00	\$195.00	\$40,755.00	\$199.00	\$41,591.00	\$200.00	\$41,800.00	\$200.00	\$41,800.00	\$300.00	\$62,700.00	\$275.00	\$57,475.00
2.5	Stop Bar (24" , 90MILS) Thermoplastic	55	LF	\$25.00	\$1,375.00	\$11.85	\$651.75	\$30.00	\$1,650.00	\$9.00	\$495.00	\$25.00	\$1,375.00	\$11.75	\$646.25	\$75.00	\$4,125.00
2.6	New Water Valve Structure (Frame & Cover, Contingency)	2	EA	\$450.00	\$900.00	\$650.00	\$1,300.00	\$450.00	\$900.00	\$800.00	\$1,600.00	\$900.00	\$1,800.00	\$900.00	\$1,800.00	\$995.00	\$1,990.00
2.7	Adjust Water Valve Structure (Including Contingency)	9	EA	\$400.00	\$3,600.00	\$150.00	\$1,350.00	\$450.00	\$4,050.00	\$500.00	\$4,500.00	\$750.00	\$6,750.00	\$750.00	\$6,750.00	\$850.00	\$7,650.00
2.8	Adjust Manhole Structure (including Contingency)	6	EA	\$500.00	\$3,000.00	\$150.00	\$900.00	\$550.00	\$3,300.00	\$650.00	\$3,900.00	\$800.00	\$4,800.00	\$800.00	\$4,800.00	\$975.00	\$5,850.00
2.9	Remove and Replace Standard 30" Curb and Gutter - including Contingency	100	LF	\$75.00	\$7,500.00	\$57.50	\$5,750.00	\$48.00	\$4,800.00	\$52.00	\$5,200.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$120.00	\$12,000.00
2.10	Remove and Replace 4"d x 5'w Concrete Sidewalk (Contingency)	50	LF	\$80.00	\$4,000.00	\$57.50	\$2,875.00	\$100.00	\$5,000.00	\$75.00	\$3,750.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$85.00	\$4,250.00
2.11	Remove and Replace ADA Curb Ramp	10	EA	\$2,400.00	\$24,000.00	\$2,880.00	\$28,800.00	\$5,800.00	\$58,000.00	\$2,300.00	\$23,000.00	\$3,650.00	\$36,500.00	\$3,650.00	\$36,500.00	\$3,800.00	\$38,000.00
2.12	Traffic Control	1	LS	\$45,000.00	\$45,000.00	\$10,500.00	\$10,500.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$14,750.00	\$14,750.00	\$12,281.00	\$12,281.00	\$39,500.00	\$39,500.00
				Totals	\$347,588.01		\$277,305.87		\$315,170.19		\$302,581.18		\$347,525.59		\$383,215.84		\$438,638.88

Town of Holly Springs
2023 Street Improvement Project (TOHS Project No. 23-001)
Bid Tabulation

Alternate Bid 3

				Engineer's Estimate		Daniels Inc. of Garner		Turner Asphalt GC, LLC		ST Wooten Corporation		Fred Smith Company		Carolina Sunrock LLC		KPH Paving & Landscaping, Inc.	
NO.	Item Description	Quantity	Units	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid
3.1	Mobilization	1	LS	\$13,411.50	\$13,411.50	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$14,500.00	\$14,500.00	\$20,334.00	\$20,334.00	\$10,000.00	\$10,000.00
3.2	Milling Asphalt Pavement - 3" Depth	6640	SY	\$6.00	\$39,840.00	\$2.95	\$19,588.00	\$4.80	\$31,872.00	\$4.65	\$30,876.00	\$8.75	\$58,100.00	\$11.00	\$73,040.00	\$9.75	\$64,740.00
3.3	Asphalt Concrete Surface Course, Type S9.5C	1165	TN	\$140.00	\$163,100.00	\$138.00	\$160,770.00	\$135.00	\$157,275.00	\$133.00	\$154,945.00	\$135.00	\$157,275.00	\$129.00	\$150,285.00	\$170.00	\$198,050.00
3.4	Crosswalk (24")	100	EA	\$25.00	\$2,500.00	\$11.85	\$1,185.00	\$40.00	\$4,000.00	\$9.00	\$900.00	\$35.00	\$3,500.00	\$11.75	\$1,175.00	\$750.00	\$75,000.00
3.5	Thermoplastic 4" Yellow	710	LF	\$4.00	\$2,840.00	\$1.95	\$1,384.50	\$4.50	\$3,195.00	\$1.40	\$994.00	\$2.00	\$1,420.00	\$1.25	\$887.50	\$6.50	\$4,615.00
3.6	Stop Bar (24" , 90MILS) Thermoplastic	88	LF	\$25.00	\$2,200.00	\$11.85	\$1,042.80	\$30.00	\$2,640.00	\$9.00	\$792.00	\$25.00	\$2,200.00	\$11.75	\$1,034.00	\$55.00	\$4,840.00
3.7	Adjust Water Valve Structure (Including Contingency)	23	EA	\$400.00	\$9,200.00	\$150.00	\$3,450.00	\$450.00	\$10,350.00	\$500.00	\$11,500.00	\$750.00	\$17,250.00	\$750.00	\$17,250.00	\$850.00	\$19,550.00
3.8	Adjust Manhole Structure (including Contingency)	8	EA	\$500.00	\$4,000.00	\$150.00	\$1,200.00	\$450.00	\$3,600.00	\$650.00	\$5,200.00	\$800.00	\$6,400.00	\$800.00	\$6,400.00	\$975.00	\$7,800.00
3.9	Remove and Replace Standard 30" Curb and Gutter - including Contingency	10	LF	\$75.00	\$750.00	\$57.50	\$575.00	\$48.00	\$480.00	\$140.00	\$1,400.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$120.00	\$1,200.00
3.10	Remove and Replace 4"d x 5'w Concrete Sidewalk (Contingency)	5	LF	\$80.00	\$400.00	\$57.50	\$287.50	\$100.00	\$500.00	\$175.00	\$875.00	\$100.00	\$500.00	\$100.00	\$500.00	\$185.00	\$925.00
3.11	Retrofit Curb Ramp 2'x4' Truncated Domes	10	EA	\$500.00	\$5,000.00	\$2,400.00	\$24,000.00	\$5,800.00	\$58,000.00	\$400.00	\$4,000.00	\$1,200.00	\$12,000.00	\$1,200.00	\$12,000.00	\$3,200.00	\$32,000.00
3.12	Remove and Replace ADA Curb Ramp	1	EA	\$2,400.00	\$2,400.00	\$2,880.00	\$2,880.00	\$5,800.00	\$5,800.00	\$3,300.00	\$3,300.00	\$3,650.00	\$3,650.00	\$3,650.00	\$3,650.00	\$5,800.00	\$5,800.00
3.13	Remove Ramp	1	EA	\$1,000.00	\$1,000.00	\$2,880.00	\$2,880.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00	\$2,500.00	\$2,500.00
3.14	Traffic Control	1	LS	\$35,000.00	\$35,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$17,500.00	\$17,500.00	\$13,500.00	\$13,500.00	\$12,281.00	\$12,281.00	\$41,200.00	\$41,200.00
				Totals	\$281,641.50		\$232,242.80		\$290,212.00		\$248,782.00		\$293,445.00		\$301,986.50		\$468,220.00

Town of Holly Springs
2023 Street Improvement Project (TOHS Project No. 23-001)
Bid Tabulation

Alternate Bid 4

				Engineer's Estimate		Daniels Inc. of Garner		Turner Asphalt GC, LLC		ST Wooten Corporation		Fred Smith Company		Carolina Sunrock LLC		KPH Paving & Landscaping, Inc.	
NO.	Item Description	Quantity	Units	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid
4.1	Crosswalk (24" Thermoplastic 90 mils)	231	LF	\$25.00	\$5,775.00	\$11.85	\$2,737.35	\$5.50	\$1,270.50	\$52.00	\$12,012.00	\$46.00	\$10,626.00	\$11.75	\$2,714.25	\$75.00	\$17,325.00
				Totals	\$5,775.00		\$2,737.35		\$1,270.50		\$12,012.00		\$10,626.00		\$2,714.25		\$17,325.00
Totals (Base Bid + Alternate Bids)					\$1,678,510.98		\$1,245,813.72		\$1,439,524.79		\$1,426,394.43		\$1,678,005.29		\$1,795,266.79		\$2,211,379.63

I hereby certify that the Bid Tabulation contained herein was prepared under direct supervision. The individual contractor Unit Bid Prices are the acutal prices placed on the Form for Proposal for the bidding process.

Signed, sealed, dated this 13th Day of June 2023 by:



6/13/2023

BID PROPOSAL

GENERAL CONSTRUCTION
FOR THE

Town of Holly Springs 2023 Street Improvement Project - Holly Springs, NC

Town of Holly Springs Project 23-001
(the "Project")

ITEMIZED PROPOSAL
(Section 00510)

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

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

One million two hundred forty five thousand eight hundred thirteen Dollars

and Seventy two Cents (\$ 1,245,813.72)

Bidder Daniels Inc of Garner
(Print)

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

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS

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

<u>EQUIPMENT/MATERIALS</u>	<u>MANUFACTURER</u>
<u>Asphalt Milling machine</u>	<u>Wirtgen Caterpillar</u>
<u>Asphalt Paving machine</u>	<u>Weiler Leeboy</u>
<u>Asphalt Roller</u>	<u>Caterpillar</u>
<u>Skid Steers</u>	<u>Caterpillar</u>

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

 6-2-23
Vice President
Daniels Inc of Garner

CERTIFICATION AFFIDAVIT

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

Daniels Inc of Garner
[If Bidder is not an individual, enter entity name here]

By: Chad Daniels
(Signature)

NAME OF SIGNER: Chad Daniels
(Please Print or Type)

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

DATE: 06-02-2023

BID SECURITY:

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

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

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

BIDDER'S LICENSE:

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating his/her/its particular trade and that the number of the license under which he/she/it now operates is General Contracting, Unlimited Highway #0363.

BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:

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

LIQUIDATED DAMAGES:

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

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

(SIGNATURE PAGE)

Dated 06-02, 2023.

Daniels Inc of Garner (SEAL)
Bidder—Legal Entity

By: Chad Daniels (SEAL)
(SIGN HERE)

SEAL-if corporation

Chad Daniels
Printed Name

1975 US Hwy 70E
Garner NC 27529
Address

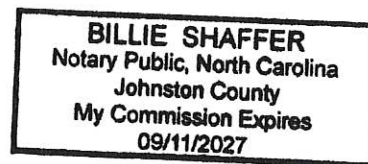
(919) 772-9393
Telephone No.

Subscribed and sworn to before me this 2 day of June, 2023

Billie Shaffer
Notary Public

My Commission Expires:

09-11-2027



BID BOND

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

This Bid Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

_____ (2)

The name of the SURETY is _____

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

The amount of the Bond is _____

_____ (Dollars) (\$_____)

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

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

Town of Holly Springs 2023 Street Improvement Project – Holly Springs, NC as described by a document entitled “Project Manual for Town of Holly Springs 2023 Street Improvement Project”, Project No. 23-001 dated, May 5th, 2023, by the Town of Holly Springs

NOW, THEREFORE

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

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

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

ATTEST:

(Principal) Secretary
(SEAL)

Principal

BY: _____ (3)

(Address)

Witness as to Principal

(Address)

ATTEST:

N. C. Resident Agent
(SEAL)

Surety

By: _____

(Name)

(Address)

(Phone Number)

Witness as to Surety

(Address)

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

CNA SURETY

Bid Bond

Bond No. B025 - Holly Springs

CONTRACTOR:

(Name, legal status and address)

Daniels Inc of Garner
1975 Highway 70 East
Garner, NC 27529

SURETY: Western Surety Company: South Dakota Corporation
(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Holly Springs
128 S Main St
Holly Springs, NC 27540

BOND AMOUNT: 5% of Bond Amount

PROJECT:

(Name, location or address, and Project number, if any)

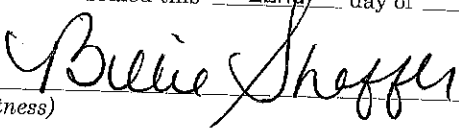
2023 Road Rehabilitation Project 2023 STREET IMPROVEMENT PROJECT NO. 23-001

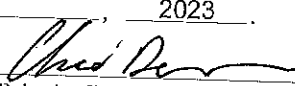
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

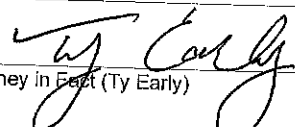
Signed and sealed this 22nd day of May, 2023


(Witness)


(Principal) (Seal)

Vice President
(Title)

Western Surety Company
(Surety) (Seal)


(Title) Attorney in Fact (Ty Early)


(Witness) Dana McKnight

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Brandon R Pittman, Hasten D Mc Dermott, Diana Mc Knight, Ty Early, Individually

of Raleigh, NC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of September, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

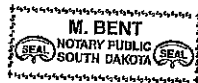
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of September, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22 day of MAY, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**POWER OF ATTORNEY
(Attach)**

BIDDER'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT

STATE OF North Carolina)

COUNTY OF Wake)

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

(Fill Out Applicable Paragraph)

CORPORATION:

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

President	<u>Christopher C. Daniels</u>
Secretary	<u>Tracy Daniels</u>
Treasurer	<u>N/A</u>
Manager	<u>Chad Daniels Vice President</u>

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

PARTNERSHIP:

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

General Partners

Limited Partners

The partnership does business under the name of : _____

LIMITED LIABILITY COMPANY:

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

Managers

Members

INDIVIDUAL:

The Bidder is an individual whose full name is:

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

The business address of the Bidder is: 1975 US Hwy 70 E
Garner NC 27529

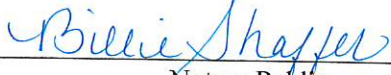
Its phone number is: 919-772-9393

The contact person for this Proposal is: Chad Daniels

Daniels Inc of Garner
Bidder

By: 

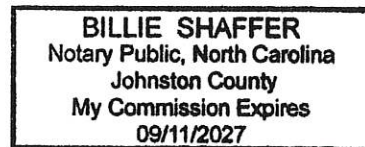
Subscribed and sworn to before me this 2 day of June, 2023


Notary Public

Johnston
County

My Commission Expires:

9-11-2027



EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM

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

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

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

ATTEST:

Lucy Davis
(Assistant) Secretary
(CORPORATE SEAL)

Daniels Inc of Garner
Corporate Name
BY: *Chad Davis*
(Vice) President

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

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

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

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

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

BY: _____(SEAL)

WITNESS:

Subscribed and sworn to before me this 2 day of June, 2023.
Billie Shaffer
Notary Public
Johnston
County

My Commission Expires:

9-11-2027



Project No. 23-001

00300-16

Town of Holly Springs
2023 Street Improvement Project

QUALIFICATIONS OF BIDDERS

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

1. List of references who are qualified to judge as to his financial responsibility and his experience in work of similar nature to that bid upon:
Attached
2. List of previous contracting experience, including dollar values of contracts:
Attached
3. List of facilities or equipment that is available for use:
Attached
4. Name, residence, and title of the individual who will give personal attention to the work:
*Vice President
Chad Daniels, 112 Rufus Lane Clayton NC 27527*
5. Financial Statement:

ASSETS

CURRENT ASSETS:

Cash	\$ <u>113,673.00</u>
Notes and Accounts Receivable	<u>1,365,725.00</u>
Inventories	<u>0</u>

PLANT ASSETS:

Real Estate	\$ <u>142,169.00</u>	
Machinery	<u>4,884,000.00</u>	
Good Will, Patents, etc.	<u>0</u>	\$ <u>5026,169.00</u>
		Total Assets

LIABILITIES:

Notes Payable	\$ <u>0</u>	
Accounts Payable	<u>0</u>	
Accrued Wages	<u>\$20,000.00</u>	
Other Liabilities	<u>0</u>	\$ <u>20,000.00</u>
		Total Liabilities
EXCESS OF ASSETS OR NET WORTH		\$ <u>25,000,000.00</u>

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

<u>Claim</u>	<u>Date of Claim</u>	<u>Resolution, if any</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

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

Notes:

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



References:

Town of Chapel Hill :

Greg Ling Streets Supervisor | Public Works Department | Town of Chapel Hill
6850 Millhouse Rd | Chapel Hill, NC 27516

Greg Ling <gling@townofchapelhill.org>

Phone: (919) 969-5165

Street Resurfacing Town of Chapel Hill 2023 \$1,254,954.05

City of Clinton

Chris Medlin Public Works & Utilities Director

200 West John St. Clinton, NC 28328

(910) 299-4905

cmmedlin@cityofclintonnc.com

City milling and resurfacing project. \$258,410.00

Town of Knightdale

Phillip Bunton Director, Public Works

950 Steeple Square Ct. | Knightdale, NC 27545 |

phillip.bunton@knightdalenc.gov> 919-217-2250

FY Resurfacing \$ 498,012.00

Town of Rolesville

Isaac Poelman Public Works Superintendent

Town of Rolesville PO Box 250 Rolesville NC 27571

P:919-610-9882

isaac.poelman@rolesville.nc.gov

Old town resurfacing \$501,708.00



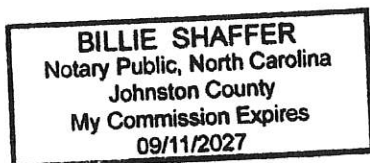
QTY	DESCRIPTION	CAPACITY	YEAR MODEL
4	Asphalt Milling Machine	4 and 5 foot	Wirtgen
1	Asphalt Milling Machine	7 foot	Caterpillar
1	Asphalt Paver		Weiler
5	Skid Steers		Caterpillar
8	Asphalt and Stone Rollers		Volvo.Leebo y
1	Tackwagon		LeeBoy
1	Motorgrader		Champion 710
1	Motorgrader		Leeboy 685
1	Excavator		Leeboy
1	Quint Dump Truck		PB
7	Quad Dump Trucks		WS, KW
1	Tandem Dump Truck		Inter
3	Lowboys		KW, PB WS
1	Water Truck		Ford
	Track Loader		Caterpillar

**AFFIDAVIT OF
STATEMENT OF NON-COLLUSIVE**

State of North Carolina)
County of Johnston) ss.

Chad Daniels being first duly sworn,
deposes and says that:

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



Daniels Inc of Garner
BIDDER
BY Chad Daniels
ITS Vice President
(Title)

Subscribed and sworn to before me this 2 day of June, 2023

My commission expires 9-11-2027 Billie Shaffer
END OF AFFIDAVIT

Project No. 23-001

00300-19

Town of Holly Springs
2023 Street Improvement Project



Town of Holly Springs

AFFIDAVIT A

AFFIDAVIT of Intent to Perform Contract with Own Workforce.

County of Wake

Affidavit of _____

(Name of Bidder)

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

_____ contract.

(Name of Project)

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

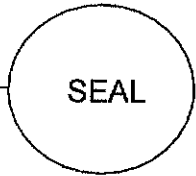
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

NONDISCRIMINATION CLAUSE

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

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

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

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

ATTEST:



(Assistant) Secretary

Tracy Daniels

(Printed Name)

(Corporate Seal)

Daniels Inc of Garner

Corporate Name

BY: 

(Vice) President

Chad Daniels

(Printed Name)

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

WITNESS

(Printed Name)

Partnership Name (SEAL)

BY: _____ (SEAL)
General Partner

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

WITNESS

(Printed Name)

Company Name

BY: _____ (SEAL)
Manager/Member

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

(Printed Name)

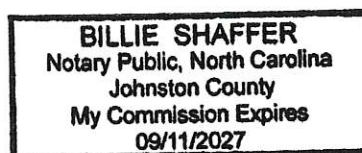
WITNESS

(Printed Name)

Subscribed and sworn to before me this 2 day of June, 2023
Billie Shaffer Johnston
Notary Public County

My Commission Expires:

9-11-2027



NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: _____

ADDRESS: _____

FROM: _____

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

PROJECT: Town of Holly Springs 2023 Street Improvement Project- Holly Springs, NC
Project No. 23-001

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

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

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

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

Dated this _____ day of _____, 20____.

Town of HOLLY SPRINGS, North Carolina

By: _____

Title: _____

Project No. 23-001

00300-23

Town of Holly Springs
2023 Street Improvement Project

ACCEPTANCE OF NOTICE

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

Bidder

By: _____

Title: _____

- END OF SECTION 00300 -

SECTION 00905

OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN TOWN OF HOLLY SPRINGS CONSTRUCTION CONTRACTS

In accordance with G.S. 143-128.2 these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, Construction Manager-at-Risk, and alternative contracting methods on Holly Springs construction projects in the amount of \$300,000 or more. The Outreach Plan shall also be applicable to the selection process of architectural, engineering and Construction Manager-at-Risk services.

The Town of Holly Springs current goal for minority participation for public building construction is ten percent (10%). The overall goal will be reviewed annually or as soon as relevant data is available.

INTENT

The intent of these guidelines is that the Town of Holly Springs, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in good faith do all things, legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible responsive bid or bids.

DEFINITION

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with' origins in Mexico, South or Central American, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business - means a business
 - a. In which at least fifty-one percent (51 %) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51 %) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual – means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
 4. Public Entity - means State and all public subdivisions and local government units.
 5. Owner – The Town of Holly Springs.
 6. Designer - Any person, firm, partnership, or corporation, which has contracted with the Town of Holly Springs to perform architectural or engineering work.
 7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
 8. Contract - A mutually binding legal relationship, or any modification there of, obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
 9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Town of Holly Springs to perform construction work or repair.
 10. Subcontractor - A firm under contract with the prime contractor or Construction Manager-at-Risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in the subcontract.
3. Minority and Small Business Participation Outreach Plan
1. Work with minority-focused and small business groups that support MBE and small business inclusion in the solicitation of bids.
 2. Place more emphasis on the importance of soliciting certified MBE firms and small businesses for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
 3. Provide detailed information to majority contractors concerning the Guidelines for Recruitment and Selection of Minority Business and Outreach Plan and provide information on G.S. 143-129 by holding meetings with the contractors.

4. Assess the effectiveness of the MBE Program, and identify opportunities to enhance it, by evaluating MBE participation and compliance and reviewing the "good faith efforts" provided in bid packages.
5. Identify subcontracting opportunities unique to each construction contract and project and concentrate heavily on targeting certified MBE firms and small businesses that have expressed an interest in the Town's projects. Identify these opportunities and contact interested businesses no later than 10 days prior to the bid opening and provide a list of prime contractors plan to participate in the project.
6. Build new business relationships through networking and continue networking with other North Carolina cities and counties to find out how their Outreach Program and MBE program is working and sharing "best practices" and ideas to improve the program.
7. Participate in education opportunities throughout the community as they become available and offer training sessions to share the Town's Outreach Plan with interested businesses and organizations.
8. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors and small businesses, and provide information to the general public about the MBE Program, and continue outreach efforts to the business community.
9. Enhance the Town's web page by including the Outreach Plan and Guidelines, listing good faith efforts, and creating links to MBE resources, and creating awareness of specific subcontracting opportunities.
10. Make available to minority-focused agencies, a list of subcontracting opportunities when they are identified, no later than 10 days prior to the bid opening, and a list of prime bidders that subcontractors may wish to contact for subcontracting consideration.
11. Continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with the Town of Holly Springs have access to up to date information.
12. Advertise upcoming bid opportunities in minority-focused media.
13. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

DESIGNER

Under the single-prime bidding, separate prime bidding, dual bidding, Construction Manager-at-Risk, or alternative contracting method, the designer must do all of the following:

- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
- b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.

- c. Maintain documentation of any contacts, correspondence, or conversations with minority business firms made in an attempt to meet the goals.
- d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) - (i.e. bidders' proposal for identification of the minority businesses that will be utilized with corresponding dollar value of the bid and affidavit listing Good Faith Efforts or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of an award.
- e. During the construction phase of the project, review "MBE Documentation for Contract Payment" form with monthly pay applications to the owner and forward copies to the Town of Holly Springs.

PRIME CONTRACTOR(S) CONSTRUCTION MANAGER-AT RISK. AND ITS FIRST-TIER SUBCONTRACTORS

Under the single-prime bidding, the separate-prime bidding, dual bidding, Construction Manager-at-Risk and alternative contracting methods, contractor(s) must do all of the following:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification must include all of the following:
 - (1) A description of the work for which the subbid is being solicited.
 - (2) The date, time and location where subbids are to be submitted.
 - (3) The name of the individual within the company who will be available to answer questions about the project.
 - (4) Where bid documents may be reviewed.
 - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.
- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f) or Intent to Perform Contract With Own Workforce affidavit.
- f. Make documentation showing evidence of implementation of Prime Contractor, Construction Manager-at-Risk and First Tier Subcontractor responsibilities available for review by the Town of Holly Springs upon request.
- g. Provide one of the following upon being named the apparent low bidder: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal. This affidavit shall give rise to a presumption that the bidder has made the required good faith effort; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating

recruitment and selection of minority businesses for participation in the contract. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

- h. Identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
- i. Submit with each monthly pay requests(s) and final payment(s), "MBE Documentation for Contract Payment" for designer's review.
- j. If at any time during the construction of a project, it becomes necessary to replace a minority business subcontractor I immediately advise the owner in writing of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
- k. Make a good faith effort to solicit subbids from minority businesses during the construction of a project if additional subcontracting opportunities become available.

MINORITY BUSINESS RESPONSIBILITIES

The Town of Holly Springs does not certify minority, disadvantaged or woman-owned businesses. Any business which desires to participate as an MBE will be required to complete and submit for certification, documents required by the agencies listed below. Only those firms holding current certification through at least one of the following agencies will be considered eligible for inclusion in meeting the MBE participation percentage goals:

North Carolina Administration Department Historically Underutilized Business (HUB) certification.

North Carolina Department of Transportation Minority/Disadvantage/Woman- owned Business certification.

Small Business. Administration 8(a) certification.

Other governmental agencies on a case-by-case basis.

A copy of these guidelines will be issued with each bid package for the Town of Holly Springs construction projects. These guidelines shall apply to all contractors regardless of ownership.

MINIMUM COMPLIANCE REOUIREMENTS

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Town of Holly Springs for the performance of the contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business guidelines shall constitute a breach of contract. A finding by the Town that any information, submitted either prior to award of the contract or during the performance of the contract, is inaccurate, false or incomplete, shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Town of Holly Springs whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the Town will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Contractors are required to earn at least 50 points. Failure to file a

required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.

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

Town of Holly Springs

**Intent to Perform Contract With
Own Workforce**

County of _____

Affidavit of _____
(Name of Bidder)

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

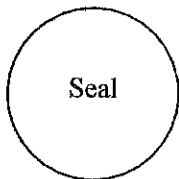
In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____



Title: _____

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

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

County of Wake

Affidavit of Daniels Inc of Garner
(Name of Bidder)

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

(Y/N)

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

- N (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = 20 points.
- y (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.

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

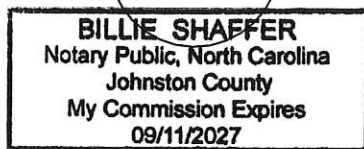
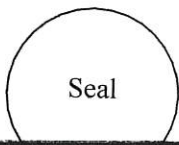
The undersigned hereby certified that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 6-2-2023

Name of Authorized Chad Daniels

Officer: Signature: _____

Title: Vice President



State of North Carolina, County of Johnston
Subscribed and sworn to before me this 2 day of June 2023
Notary Public Billie Shaffer
My commission expires 9-11-2027

Town of Holly Springs

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

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

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

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

(Project Name)

Project ID # _____ Amount of Bid \$ _____

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

Attach additional sheets if required.

Name and Phone Number	* Minority Category	Work Description	Dollar Value

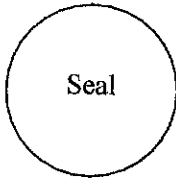
*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

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

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

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

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

Identification of Minority Business Participation

I, Daniels Inc of Garner
(Name of Bidder)

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

[illegible]

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

The total value of minority business contracting will be (\$) 126,186.15.

Town of Holly Springs, NC

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

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

Firm Name	*Minority Category	Payment Amount	Owner Use Only

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

Date: _____

Approved/Certified By: _____

Name

Title

Signature

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

Project No. 23-001

00905-15

Town of Holly Springs
2023 Street Improvement Project

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SECTION 00910

CERTIFICATE OF TOWN ATTORNEY

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

BY: _____

TITLE: _____

DATE: _____

CERTIFICATE OF FINANCE OFFICER

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

BY: _____

TITLE: _____

DATE: _____

- END OF SECTION 00910 -

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Exhibit C – E-Verify Affidavit

STATE OF NORTH CAROLINA)

)

COUNTY OF WAKE)

)

AFFIDAVIT OF CONTRACTOR'S
COMPLIANCE WITH E-VERIFY

I, Chad Daniels (the individual attesting below), being duly authorized by and on behalf of Daniels Inc of Garner (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

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

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

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

a. YES _____, or

b. NO X

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

This 2 day of June, 2023.

Signature of Affiant

Print or Type Name: Chad Daniels

State of North Carolina

County of Johnston

Signed and sworn to (or affirmed) before me, this the 2

day of June, 2023

My Commission Expires: 9-11-2027

Brian Shaffer

Notary Public

(Affix Official/Notarial Seal)

CONTRACT FOR SERVICES

Project No 23-001

00915-1

Town of Holly Springs
2023 Street improvement project
Page 212 of 373

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SECTION 00500
AGREEMENT (CONTRACT)

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

DO NOT REMOVE FROM AGREEMENT

Please observe the following in executing the attached Agreement:

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

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

AGREEMENT

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

WITNESSETH

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

Town of Holly Springs 2023 Street Improvement Project– Holly Springs, NC
Project No. 23-001

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

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

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

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

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

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

Project Manual for Project No. 23-001 Town of Holly Springs 2023 Street Improvement Project; Standard General Conditions of the Construction Contract (EJCDC Document No. 1910-8, 1996 edition), as amended, revised, and supplemented by the Supplementary Conditions (the "Supplementary Conditions") and the Special Conditions (the "Special Conditions") thereto (as so amended, revised and supplemented, the "General Conditions") and 2018 NCDOT Standard Specifications for Roads and Structures.

The Contractor hereby covenants and agrees with the Owner that it will, for a sum equal to the Contract Price (defined as the Base Bid on page 00510-1, together with additional qualities that may be needed for the project in the same unit prices so listed) , well and faithfully perform, provide and execute the Work in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Notice to Bidders/Invitation to Bid, the Instructions to Bidders, the Proposal, the Plans, the Specifications, the General Conditions and the Contract Documents (as that term is defined in the General Conditions), all of which are a part of and parcel to this Agreement to the same extent as if incorporated herein in full.

Project No. 23-001

00500-3

Town of Holly Springs
2023 Street Improvement Project

And the Owner does hereby covenant and agree with the Contractor that it will pay to the Contractor, when due and payable under the terms of the Contract Documents and the Award, the Contract Price, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents and the terms of said Award.

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

LIQUIDATED DAMAGES

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

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

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

Table 1 - Time for Performance

Contract	Number of Days	Owner's Damages	Engineering Charges	Total Liquidated Damages
From NTP to Substantial Completion	70 days	\$300 /day	\$200 /day	\$500 /day
From Substantial Completion to Final Completion	20 days	\$150 /day	\$100 /day	\$250 /day

INTERMEDIATE CONTRACT TIME NUMBER 1

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **any State maintained route or street classified as either a thoroughfare or collector (list included in Section 41000 - Appendix)** during the following time restrictions:

Project No. 23-001

00500-4

Town of Holly Springs
2023 Street Improvement Project

DAY AND TIME RESTRICTIONS

MONDAY THRU FRIDAY 6 AM TO 9 AM
MONDAY THRU FRIDAY 4 PM TO 7 PM

In addition, the Contractor shall not close or narrow a lane of traffic on **any State maintained route or Town Street** during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAYS AND HOLIDAY WEEKENDS:

1. New Year's Day Jan 1, 2023
2. Memorial Day May 29, 2023
3. Juneteenth-Monday, June 19, 2023
4. Independence Day Holiday July 4 & 5, 2023
5. Labor Day September 4, 2023
6. Veteran's Day November 11, 2023
7. Thanksgiving and Day after Thanksgiving November 23&24, 2023
8. Christmas Dec 25, 2023

OTHER:

1. Any **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. Holly Fest – Saturday October 28th, 2023
3. Holly Springs Half Marathon - Saturday November 18th, 2023

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **\$500 per 15 minutes**.

INTERMEDIATE CONTRACT TIME NUMBER 2

All resurfacing work must be initiated within 72 hours after full width milling operations are completed. If a segment requires installation of signal loops then resurfacing work must be complete within 72 hours after full width milling operations are completed. Edge and/or End Joint Milling: All resurfacing work must be completed within 72 hours after edge milling and/or end joints milling operations are complete.

Typical work sequence: Day 1 - mill, Day 2 - adjust utilities and patch and Day 3 – Resurface.

Cones or drums must be placed over any exposed utilities after milling.

The date of availability for this intermediate contract time for resurfacing operations will be the date when the Contractor completes the asphalt milling on a proposed street segment.

The liquidated damages are **\$1,000 per calendar day**, without prior approval by the Engineer.

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

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

ATTEST:

TOWN OF HOLLY SPRINGS,
a North Carolina municipality

By: _____
Name: Linda McKinney
Title: Town Clerk

By: _____
Name: Randy Harrington
Title: Town Manager

(SEAL)

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

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

CONTRACTOR:

(SEAL)

(SEAL)

(SEAL)

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My Commission expires: _____

[OFFICIAL SEAL]

IMPORTANT

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

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

CONTRACTOR:

a _____ corporation

ATTEST:

Secretary
(SEAL)

By: _____
Name: _____
Title: _____ President

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

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

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

CONTRACTOR:

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

By: _____ (SEAL)

Name: _____

Title: General Partner

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

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

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

CONTRACTOR:

a limited liability company (SEAL)

By: _____ (SEAL)

Name: _____

Title: Member/Manager

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

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

PERFORMANCE BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

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

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

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

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

Town of Holly Springs 2023 Street Improvement Project – Holly Springs, NC as described by a document entitled "Project Manual for Town of Holly Springs 2023 Street Improvement Project", Project No. 23-001, dated May 5th, 2023 by the Town of Holly Springs

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

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

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____(3)

(Address)

Witness as to Principal

(Address)

Surety

By: _____(4)

(Name)

ATTEST:

(Address)

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

(Phone Number)

Witness as to Surety

(Address)

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

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

PAYMENT BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

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

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

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

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

Town of Holly Springs 2023 Street Improvement Project – Holly Springs, NC as described by a document entitled "Project Manual for Town of Holly Springs 2023 Street Improvement Project", Project No. 23-001, dated May 5th, 2023 by the Town of Holly Springs

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

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

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____(3)

(Address)

Witness as to Principal

(Address)

Surety

By: _____(4)

(Name)

(Address)

(Phone Number)

ATTEST:

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

Witness as to Surety

(Address)

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

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

AFFIDAVIT

(To be attached to all Agreements)

STATE OF)
COUNTY OF) SS
)

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

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

Signed _____

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

(Notary Public, _____ County, _____)

My Commission Expires _____

RESOLUTION OF CONTRACTOR'S PARTNERS, MANAGERS OR MEMBERS

(Attach if necessary)

CERTIFICATE OF INSURANCE

(Attach)

[See the General Conditions for specific requirements.]

NOTICE TO PROCEED

TO: CONTRACTOR: _____
ADDRESS: _____

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

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

PROJECT: Town of Holly Springs 2023 Street Improvement Project – Holly Springs, NC

PROJECT NO.: 23-001

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 70
CONSECUTIVE CALENDAR DAYS of the Commencement Date. Your Contract final completion
date is therefore _____, 20____.

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

ENGINEER/ARCHITECT:

Town of Holly Springs U&I Department
or WR Steve Lander, P.E.

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

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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).

EJCDC No. 1910-8 (1996 Edition)

00700-1

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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 CON-

TRACTOR, 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 CON-

TRACTOR, 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 para-

graphs 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 progress 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 certifi-

cate 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 documentation 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 Town of Holly Springs Utilities and Infrastructure

Department and any other party to a subcontract with ENGINEER in connection with the Work.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i) Add the following new definitions to Paragraph 1.01.A immediately after Subparagraph 1.01.A.50 as follows:
- “51. *Conditions of the Contract*--The combined General Conditions and Supplementary Conditions, including the Special Conditions.
 - 52. *Project Manual*--The Advertisement for Bids, Instructions to Bidders, Bid Forms, Agreements, Bonds, General Conditions, Supplementary Conditions, Special Conditions, Specifications, and Appendices.
 - 53. *General Contractor*--The Contractor responsible for all Work other than Electrical, Instrumentation, HVAC, and Plumbing Work, as defined in the Contract Documents.
 - 54. *HVAC Contractor*--The Contractor responsible for all HVAC Work as defined in the Contract Documents.
 - 55. *Plumbing Contractor*--The Contractor responsible for all Plumbing Work as defined in the Contract Documents.
 - 56. *Electrical Contractor*--The Contractor responsible for all Electrical and Instrumentation Work as defined in the Contract Documents.
 - 57. *Single Prime Contractor*--If this project is awarded as a Single Prime Contract, then the terms General Contractor, HVAC Contractor, Plumbing Contractor, and Electrical Contractor shall be understood to refer to the Single Prime Contractor.
 - 58. *Preoperational Testing*--All field inspections, installation checks, water test, performance tests, and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.
 - 59. *Startup Testing*--A predefined trial period required for achieving substantial completion during which Contractor is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose of (i) making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) complying with the final test requirements in the Contract Documents.”
- j) Add Subparagraphs 1.01.A.60 and 61 to the EJCDC General Conditions:
- “ 60. The ‘Standard Specifications and Details’ shall be the ‘*Town of Holly Springs Engineering Design and Construction Standards*,’ that have been adopted as of the date of the work performed by the Contractor.
 - 61. The ‘NCDOT Standard Specifications’ shall be the ‘*Standard Specifications for Roads and Structures*’ and the ‘*Roadway Standard Drawings*,’ current edition as of the date of the work performed by the Contractor.”

B. ARTICLE 2 – PRELIMINARY MATTERS

1. SC-2.02.

a) In Paragraph 2.02.A:

Delete Paragraph 2.02.A in its entirety and insert the following in its place:

“The Contract Documents shall be executed by the OWNER and the CONTRACTOR in four (4) counterparts, one (1) of which shall be returned to the CONTRACTOR. Additional copies will be furnished upon request at the cost of reproduction and handling to be borne by CONTRACTOR.”

b) Add a new Paragraph immediately after Paragraph 2.02.A as follows:

“B. The ENGINEER shall provide the CONTRACTOR with three (3) copies of any revised plans, Drawings, and Specifications as may be required for the execution of authorized changes or extra Work.”

2. SC-2.03.

Delete Paragraph 2.03.A in its entirety and insert the following in its place:

“A. Notice to Proceed will be given in the timeframe indicated in the Bid Proposal or Notice to Bidders. The Contract Times will commence at the time specified in such Notice to Proceed.”

3. SC-2.04.

Delete the second sentence of 2.04.A in its entirety and insert the following in its place:

“No Work shall be done, including materials supplied, at the Site prior to the date on which the Contract Times commence to run without the express written consent of the OWNER.”

4. SC-2.05.

a) In Paragraph 2.05.A:

(i) Insert the following text before the first sentence, after “*CONTRACTOR's Review of Contract Documents:*”

“The data provided in the Specifications and shown on the plans and Drawings is believed by the ENGINEER or the OWNER to be accurate, but the accuracy is not guaranteed by the ENGINEER or the OWNER. The CONTRACTOR must take all levels, locations, and measurements, and verify all dimensions of the Site prior to construction, and adapt its Work to the exact construction. Scale measurements taken from prints shall not be considered except as references; the larger scale Drawings take precedence over the smaller scale, and Shop Drawings take precedence over all others. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as otherwise directed by the ENGINEER. Elevations of existing ground, structures and appurtenances shown on Drawings and Specifications are presented only as an approximation. Any error or apparent discrepancy in the data shown, or omissions of data, shall be referred immediately to the ENGINEER for interpretation or correction.”

- (ii) In the [original] second sentence, thirteenth line, after the words "Documents unless," insert the words "and until."
 - b) In Paragraph 2.05.B, on the third line, delete the words "General Requirements" and insert the words "Contract Documents" in their place.
 - c) Delete Paragraph 2.05.C in its entirety and insert the following in its place:

"C. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with copies to ENGINEER and each additional insured identified in Article 5, as supplemented and amended by the Supplementary Conditions, certificates of insurance (and other evidence requested by OWNER) that CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5."
 - d) Add a new Paragraph immediately after Paragraph 2.05.C as follows:

"D. Execution of the Contract by the CONTRACTOR is a representation by the CONTRACTOR that CONTRACTOR has visited the Site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract."
5. SC-2.06
- a) In the first sentence, second line, after the text "before any Work at the Site is started" insert the text "or any materials or equipment are delivered to the Site."
 - b) Add the following sentences after the first sentence:

"The ENGINEER shall notify the CONTRACTOR of the place, date and time of the conference. The CONTRACTOR, its project manager, its superintendent, and any of the CONTRACTOR's other Project coordinators, representatives or other parties whose work on the Project would benefit from the conference shall attend."
 - c) Add a new Paragraph immediately after Paragraph 2.07.A of the General Conditions of the EJCDC, as follows:

"B. Construction Conferences. The following conferences with the ENGINEER or the Owner shall be held to ensure that the Work progresses appropriately and that the Owner and the Architect are kept apprised of the status of the Work throughout the duration of the Project:

 - 1. Preconstruction Conference. A preconstruction conference shall be held after the award of the Contract and prior to commencement of the Work or delivery of materials or equipment to the Project site. The ENGINEER shall notify the Contractor of the place, date, and time of the meeting. The Contractor, its project manager, its superintendent, and any of the Contractor's other Project coordinators, representatives or other parties whose work on the Project would benefit from the conference shall attend. The OWNER and ENGINEER will attend this conference. The Contractor, major subcontractors, and Contractor's safety representative shall attend this conference. The resumes of both the Contractor's project manager and

superintendent shall be submitted to the Owner for review and approval prior to the conference. The project manager and superintendent shall have at least 2 years of experience managing and supervising the type of construction work specified in the contract documents. No work shall be allowed until the Project Superintendent is on-site and working on this project. The conference agenda will include, as a minimum: tentative construction schedule; critical work sequencing; designation of responsible personnel; processing of field decisions, proposal requests and change orders; adequacy of distribution of contract documents; submittal of shop drawings and samples; procedures for maintaining record documents; use of site and Owner's requirements; material deliveries and storage areas; major equipment and material deliveries and priorities; safety; security; housekeeping procedures; partial payment processing; general regard for community relations."

6. SC-2.07.

- a) Insert the following four sentences immediately before the first sentence of Subparagraph 2.07.A.1:

"The progress schedule may be a critical path type or any other system likely to provide equivalent results. The progress schedule shall account for all Work to be performed under subcontracts. The progress schedule shall provide for the proper sequence of construction, considering various crafts, purchasing times, shop drawing approval, material delivery, equipment fabrication and similar time-consuming factors. The progress schedule shall show as a minimum, earliest starting, earliest completion, latest starting, latest completion, and the total float times for each task or item."

- b) In the [original] first sentence of Subparagraph 2.07.A.1, second line, after the words "if it provides", insert the words "all of the foregoing and"
- c) Add a new Subparagraph immediately after Paragraph 2.07.A of the EJCDC General Conditions, as follows:

"B. The construction schedule shall be evaluated by the Contractor not less than monthly. An updated and corrected progress schedule shall be submitted to the ENGINEER in triplicate and shall show any rescheduling necessary to reflect the true job conditions. This updated progress schedule shall be submitted monthly to the ENGINEER with the Contractor's pay request. When the shortening of various time intervals is necessary to correct for behind-schedule conditions, the Contractor shall indicate the steps necessary to accomplish the Work in the shortest schedule possible. Information regarding the new time intervals and the reasons for them shall be submitted to the ENGINEER in writing with the revised schedule. Notwithstanding anything apparently to the contrary in the Contract Documents, the ENGINEER may withhold progress payments until such time as the progress schedule or revised progress schedule, if applicable, is received."

7. SC 2.08

- a. Add a new Section in the EJCDC after Section 2.07, as follows:

"2.08 Construction Conferences

- A. Regular construction conferences shall be held with the ENGINEER or the OWNER

to ensure that the Work progresses appropriately and that the OWNER and the ENGINEER are kept apprised of the status of the Work throughout the duration of the Project.”

1. Monthly Progress Meetings. Each prime contractor is required to attend monthly, or more frequently as specified in the contract, progress conferences called or scheduled by ENGINEER at the Project Site. Each prime contractor shall be represented at these meetings by both its home office and Project personnel. These representatives shall have the authority to act on behalf of the Contractor. The meetings shall be open to the Subcontractors, materials suppliers, utility company representatives and any others whose presence and participation would contribute toward maintaining required job progress. It shall be the principal purpose of these meetings to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified Contract [Time or Times]. Each prime contractor shall be prepared to assess the progress of the Work as required in its particular contract and to recommend remedial measures for correction of the progress as may be appropriate. The ENGINEER, or the representative thereof, shall be the coordinator of the conferences and shall preside as chairman. The ENGINEER will record minutes of the proceedings and decisions, and will distribute copies of minutes to attendees. The Owner and ENGINEER will attend this meeting. The Contractor shall attend this meeting. The agenda will include, as a minimum: review and approve minutes of previous meeting; review progress of work since last meeting; review proposed 30-60 day construction schedule; field observations, problems and conflicts; problems that impede planned progress; corrective measures and/or procedures to regain projected schedule; revise construction schedule as indicated and plan progress during the next work period; submittal status; pending changes; maintenance of quality and work standards; status of community relations and complaint resolution; complete other current business; schedule next progress meeting.
2. Weekly Coordination Meetings. The Contractor shall meet with the ENGINEER at least once per week to ensure efficient coordination of the various aspects of the Work being performed.
3. Other Required Meetings. As the ENGINEER or the Owner believes it is appropriate and would be helpful to maintaining the efficiency and quality of the Work, the ENGINEER or the Owner may schedule a meeting with the Contractor and any other parties. The Contractor shall ensure proper representation at such meetings to effect their purpose, including sending any specific personnel requested by the ENGINEER or the Owner. Notwithstanding the foregoing, if the Contractor reasonably believes that the progress or quality of the Work will or might be impeded by attendance at the meeting, then the party calling such meeting shall work with the Contractor to reschedule it for a mutually convenient time.”

C. ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

1. SC-3.01.

a) In Paragraph 3.01.B:

- (i) In the first sentence, second line, after the words “a functionally complete” add the words “and operable.”
- (ii) In the second sentence, seventh line, delete the word “will” and insert the word “shall” in its place.

b) Add a new Paragraph immediately after Paragraph 3.01.C as follows:

“D. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though included herein. If through mistake or otherwise, any such provision is not inserted correctly, then upon the application of either party, the Contract Documents shall forthwith be physically amended to correct such insertion. If such physical amendment does not occur, however, the correct provision shall be deemed to have been inserted.”

2. SC-3.02.

- a) In Subparagraph 3.02.A.1, in the sixth line, after the word “Bids”, insert the text “or, if Laws or Regulations are different at the time of the Work, then those Laws or Regulations in effect at the time of the Work.”

b) Delete Subparagraph 3.02.A.2 in its entirety without substitution.

3. SC-3.03.

Delete Paragraph 3.03.B in its entirety and insert the following in its place:

“B. *Resolving Discrepancies.* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any standard, specification, manual, code, or instruction of any technical society, organization or association if the standard, specification, manual, code or instruction imposes a weaker or less stringent standard or obligation upon the Contractor or any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work than the Contract Documents appear to impose; otherwise, the standard, specification, manual, code or instruction of any technical society, organization or association shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of such standard, specification, manual, code or instruction.”

4. SC-3.04.

Add a new Paragraph immediately after Paragraph 3.04.B as follows:

“C. The Drawings may be supplemented from time to time with additional Drawings by the ENGINEER as required to illustrate the Work or, as the Work progresses, with additional Drawings by the CONTRACTOR, subject to the approval of the ENGINEER. Supplementary Drawings, when issued by the ENGINEER or by the CONTRACTOR, after approval by the

ENGINEER, shall be deemed a part of the Drawings and shall be furnished in sufficient quantity to all those who, in the opinion of the ENGINEER, are affected by such Drawings.”

5. SC-3.05.

Add a new Section immediately after Section 3.05 as follows:

“3.06 *Organization of the Documents.*

A. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings, shall not control the CONTRACTOR in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade or party.”

D. ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

1. SC-4.01.

Add a new Paragraph immediately after Paragraph 4.01.C as follows:

“D. If all lands, easements and rights-of-way are not obtained as herein contemplated before construction begins, CONTRACTOR shall begin the Work upon and within such lands, easements and rights-of-way as OWNER has at that time acquired.”

2. SC-4.02.

a) In Paragraph 4.02.B, in the second sentence, fifth line, delete the words “is identified in the Supplementary Conditions” and insert the following words in lieu thereof “is provided in the Specifications and Drawings and may be further identified in the Project Manual or Special Conditions.”

b) Add a new Paragraph immediately after Paragraph 4.02.B as follows:

“C. *No Reliance by CONTRACTOR on Reports of Subsurface Investigations.* In the preparation of Drawings and Specifications, the ENGINEER has relied upon reports of subsurface investigations as may be attached to the Contract Documents. Such reports are not part of the Contract Documents.”

3. SC-4.03.

a) Add a new Subparagraph immediately after Paragraph 4.03.C of the EJCDC General Conditions and replace it, as follows:

“C. *Possible Price and Time Adjustments:*] Subsurface information, if provided by the OWNER to the CONTRACTOR, is provided for the sole purpose of placing the CONTRACTOR in receipt of all information available to the OWNER and the ENGINEER, and such information is not to be considered as part of the Contract Documents. CONTRACTOR acknowledges that it has interpreted the subsurface information according to its own judgment in bidding the Work and that it did not rely on the subsurface information provided to it in making its bid. The CONTRACTOR acknowledges that it assumes all risks contingent upon the nature of the subsurface conditions actually to be encountered by it in performing the Work required by the Contract, even though such actual conditions may result in the Contractor performing more or less Work than originally anticipated. Unless the

Owner specifically agrees in writing, neither the Contract [Time or Times] nor the Contract [Sum or Price] shall be adjusted on the basis of the actual subsurface conditions being different than as revealed in the subsurface information provided to the CONTRACTOR by the OWNER.”

4. SC-4.05.

a) In Paragraph 4.05.A:

- (i) In the third sentence, tenth line, after the words “reference point” insert the text “, survey markers, property corners, right of way monuments.”
- (ii) At the end of the third sentence, fourteenth line, replace the words “professionally qualified personnel” with “a North Carolina Professional Land Surveyor (PLS)”.

b) Add a new Paragraph immediately after Paragraph 4.05.A as follows:

“B. ENGINEER may check lines, elevations, reference marks, batter boards, and the like, set by CONTRACTOR. CONTRACTOR shall correct any errors disclosed by such check as directed by the ENGINEER. No such check shall be deemed an approval of CONTRACTOR’s work, nor shall it relieve CONTRACTOR of the responsibility for accurate construction of the entire Work. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades. If CONTRACTOR through the course of its Work discovers information leading it to believe that such reference points are in error or that there has been a mistake in survey data, CONTRACTOR shall immediately notify ENGINEER and OWNER.”

5. SC-4.06.

- a) In Paragraph 4.06.A, in the first sentence, second line, delete the word “Supplementary” and insert the word “Project Manual” in its place.
- b) In Paragraph 4.06.B, in the second sentence, sixth line, delete the word “Supplementary” and insert the word “Project Manual” in its place.
- c) In Paragraph 4.06.C, in the first sentence:
 - (i) In the first line, insert the text “Except as otherwise described in the Contract Documents,” as the beginning of the sentence.
 - (ii) In the third line, delete the word “which” and insert the word “that” in its place
 - (iii) At the end of the first sentence, add: “, provided that CONTRACTOR uses reasonable care in its operation equivalent to the care used by similar contractors in the locality.”
- d) In Paragraph 4.06.G, in the second sentence, seventeenth line, delete the reference to Paragraph “4.06.E” and insert “4.06.G” in its place.
- e) In the first sentence, delete the word “and” before “(ii)”, and add the following after the word “responsible” at the end of the sentence:

“, and (iii) was known by the OWNER to exist.”

- f) In Paragraph 4.06.H, in the second sentence, twelfth line, delete the reference to Paragraphs “4.06.F” and insert “4.06.H” in its place.

2. SC-4.07.

Add a new Section immediately after Section 4.06 as follows:

“4.07 Existing Utilities

A. The CONTRACTOR shall be responsible for the location and verification of all utilities prior to construction, both public and private, within the Site. Prior to commencing construction, the CONTRACTOR shall walk the Site verifying the location of all utilities in order to determine which utilities the CONTRACTOR may deem to be in conflict with the Work. At the completion of the walk-through, the CONTRACTOR shall notify the ENGINEER in writing of any such conflicts. The CONTRACTOR shall also attend monthly progress meetings with the OWNER or ENGINEER, and utility company representatives if appropriate, to discuss potential and/or existing conflicts on all roadway and utility portions of the Work, unless such meeting is waived for a particular month or for the duration of the Project by the ENGINEER. At the option of the OWNER, such meetings may occur in connection with any monthly progress meetings established pursuant to Subparagraph 2.08.A.2.

B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the Work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the CONTRACTOR to ascertain the actual extent and exact location of the existing utilities and structures. In every instance, the CONTRACTOR shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any Work in the vicinity of existing utilities.

C. The Work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to ensure that no interruption of existing services occurs. Any damage resulting from the Work shall be promptly repaired by the CONTRACTOR at its own expense in a manner approved by the ENGINEER and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that such jurisdiction perform its own repairs or have them done by others, the CONTRACTOR shall be responsible for the costs thereof.”

7. SC 4.08

Add a new Section immediately after Section 4.07 (created above) as follows:

“4.08 Miscellaneous Site Conditions”

“A. Construction Staking and Surveying. The OWNER will perform all construction surveying and staking as called for in the Contract Documents unless a bid item for construction surveying is included in the itemized Proposal. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as directed by the ENGINEER.. Elevations of existing ground, structures and appurtenances are believed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred

immediately to the ENGINEER for interpretation or correction.

B. The CONTRACTOR shall provide and maintain substantial survey markings delineating easement and property boundaries during construction. These markings shall be in place and approved by the ENGINEER prior to beginning construction activities.

C. Water for Construction. Water needed for construction of the Work may be obtained from the Town of Holly Springs at no charge to the CONTRACTOR. The CONTRACTOR shall be responsible for transporting water. The CONTRACTOR shall contact the Holly Springs Department of Public Works to have a hose and meter installed so as to obtain water. The CONTRACTOR shall not operate any main valve or fire hydrant on the Town water system except in accordance with Town of Holly Springs Policy Statement No. P-005.

D. The CONTRACTOR is advised to perform video inspections and take photographs of the proposed construction areas before disturbing the Site in order to establish an accurate record of the pre-construction conditions for comparison the final restoration work.

E. The CONTRACTOR shall continually notify members of the public that own or occupy private property that may be affected by the scheduled Work that affects their property. The OWNER will distribute a letter to all property owners that will be affected by the proposed Work describing the Project. When construction begins, the CONTRACTOR shall notify residents at least 72 hours in advance of when their property will be directly affected by the Work, with continual updates as required by the progress of the Work. In the event of planned utility service disruptions, the Town's Public Works and Utilities Department, or other affected utility provider, shall also be notified. At a minimum, the CONTRACTOR shall distribute door hangers to all residents in the affected area before mobilizing on the Site and then distribute follow-up notices at least 3-days before residents are directly affected by the planned Work. The door hangers shall be provided by the Owner and will include information deemed necessary by the OWNER.

C. ARTICLE 5 – BONDS AND INSURANCE

1. SC-5.00.

Add a new Paragraph at the beginning of Article 5 as follows:

“5.00 Evidence of Bonds and Insurance Required Prior to the Work

All evidence of bonds and insurance required in this Article shall be provided prior to the CONTRACTOR or its Subcontractors commencing the Work or making or accepting delivery of materials or equipment to the Site. Failure of the CONTRACTOR to timely obtain and deliver evidence of bonds and insurance as described herein shall not excuse CONTRACTOR from adhering to the progress scheduling for the Work, and any such resulting failure of the CONTRACTOR to adhere to the progress schedule or the Contract Times shall entitle the OWNER to such sanctions and remedies as are provided elsewhere in the Contract Documents for insufficient progress on the Work.”

2. SC-5.01.

f) In Paragraph 5.01.A:

(i) In the first sentence, insert the following text at the beginning of the sentence:

“Concurrent with the execution of this Contract,”.

(ii) In the first sentence, first line, after the word “furnish” insert the text:

“and maintain, at the CONTRACTOR’s cost and expense,”.

(iii) In the second sentence, sixth and seventh lines, after the words “date when final payment becomes due,” insert the words “pursuant to Paragraph 14.07.C”.

g) In Paragraph 5.01.C, in the first sentence, fifth line, delete the number “20” and insert in lieu thereof the text “five (5) business”.

3. SC-5.02.

In Paragraph 5.02.A, in the second sentence, seventh line, after the words “surety and insurance companies shall also” insert the text “be approved by the OWNER and”.

4. SC-5.03.

Add the following two new Paragraphs immediately after Paragraph 5.03.A as follows:

“B. The CONTRACTOR shall provide to the OWNER, insurance certificates or other evidence that all Subcontractors are carrying the required insurance. In lieu of each Subcontractor being required to carry the necessary insurance, the CONTRACTOR may insure the activities of its Subcontractors under its policy(ies). In such case, evidence of such coverage shall be provided on the CONTRACTOR’s insurance certificates. Subcontractors shall in all cases, however, provide workers’ compensation and employer’s liability insurance and motor vehicle liability insurance.

C. An authorized representative of the insurance company(ies) providing coverage required herein shall certify that all of the required insurance coverages and amounts specified in the Contract Documents are provided by the submitted policies. The certification shall be signed by the authorized representatives of the insurance company(ies) and notarized. The authorized representative of the insurance company(ies) shall specifically indicate with the submittal which of the policies submitted fulfill which specific coverage and amounts specified under Sections 5.04 and 5.05 of the Contract. The certification, including the correlation, shall be furnished and included with the insurance certificates. One (1) copy of each such insurance policy and the certificates indicating each type of coverage mentioned, and the correlation between the insurance furnished and that required, shall be provided to each insured party.

The insurance required to be provided by the Contractor (except Worker’s Compensation and Employer’s Liability insurance) shall name the following as additional insureds as primary without contribution:

<u> √ </u>	The Town of Holly Springs	<u> </u>	Architect
<u> </u>	Engineer	<u> </u>	Architect’s or Engineer’s Consultant
<u> </u>	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;

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:	

Check if Required	Insurance	Minimum Coverage
√	(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", "blasting and explosion", "collapse of structure" or "injury to any structure due to contractor's operations" and "damage to underground structures, pipes or conduits"	Contract Amount or \$1,000,000, whichever is 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 Expediter 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

Project No. 23-001

00900-51

Town of Holly Springs
2023 Street Improvement

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. 23-001
2023 Street Improvement

00900-55

Town of Holly Springs

Town of Holly Springs, North Carolina

SHEET _____ OF _____

PAYMENT NO. _____
PROJECT _____
PERIOD _____
CONTRACTOR _____

[illegible]

TOTAL EARNED TO DATE
TOTAL PAID TO DATE
5% RETAINAGE
AMOUNT DUE THIS ESTIMATE

Project No. 23-001
2023 Street Improvement

00900-56

Town of Holly Springs

CERTIFICATE OF SALES TAX PAID

PAYMENT NO. 1

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__.

My commission expires _____, 20__.

Notary Public

Project No. 23-001
2023 Street Improvement

00900-57

Town of Holly Springs

State of North Carolina

Department of Transportation

Subcontractor Payment Information

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

Firm Invoice No. Reference: _____

NCDOT PO/Contract Number: _____

WBS No. (State Project No.): _____

Date of Invoice: _____

Signed: _____

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

Total Amount Paid to Subcontractor Firms \$ _____

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

Rev. 12/05

Project No.[Project #]

00900-58

[Project Name]

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)

By: _____
Town Manager
(Authorized Signature)

By: _____
Contractor
(Authorized Signature)

Date: _____

Date: _____

Date: _____

Project No. [Project #]

00900-63

[Project Name]

CHANGE ORDER NO.: _____

Page ____ of ____

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

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

CONTRACTOR: _____

ATTEST:

By: _____

Name: _____

Title: _____

Secretary

Address: _____

[Corporate Seal]

Date: _____

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

By: _____

Date: _____

Title: _____

OWNER: TOWN OF HOLLY SPRINGS

Approval as to form and legal sufficiency:

By: _____

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Distribution:

Project No.[Project #]

00900-64

[Project Name]

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 _____.

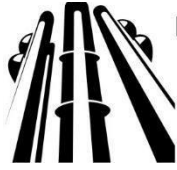
Surety Company

Signature of Authorized Representative

[Seal]

Typed Name and Title of Authorized Representative

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TRICOR REFINING, LLC

Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388

Phone 661.337.9979 – Email: brettt@tricorrefining.com

May 25, 2023

Dirk Siebenbrodt, P.E.

Engineer III

Utilities & Infrastructure Department

Town of Holly Springs

128 South Main Street

Holly Springs, NC 27540

This letter will confirm that Pavement Technology, Inc. with business address location at 24144 Detroit Road, Westlake, Ohio 44145 is the approved sole source applicator and supplier of Reclamite® asphalt rejuvenator in the State of North Carolina. D&D Emulsions, Inc., Mansfield, Ohio is the approved and authorized manufacturer of Reclamite® by Tricor Refining, LLC servicing your market area. Through D&D Emulsions, Inc. Tricor Refining, LLC supplies finished emulsion for application by Pavement Technology, Inc. There is not another source for Reclamite® to be supplied into North Carolina.

Tricor Refining, LLC maintains an authorized manufacturing network in North America and through this we supply our approved product applicators. The reason for this is to control the emulsion quality and correct product application in each region. Pavement Technology, Inc. maintains and operates several crews which only apply Reclamite® asphalt rejuvenator.

Please let me know if you need further information or have other questions.

Respectfully,

Brett Towns

Tricor Refining, LLC

Specialty Products Sales

Manager

Cell: 530-491-8251 brettt@tricorrefining.com



270 PARK AVENUE EAST
P.O. BOX 1706
MANSFIELD, OH 44901
www.ddemulsionsinc.com

Phone: 419-522-9440

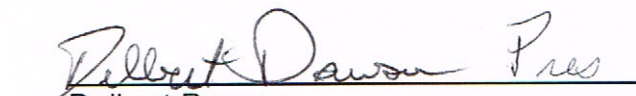
Fax: 419-522-8606

June 18, 2018

TO WHOM IT MAY CONCERN,

This is to inform you that Pavement Technology, Inc. is our only licensed RECLAMITE® Application Contractor in the State of Ohio, Tennessee, North Carolina, South Carolina, Georgia, Florida, Maryland, Michigan, Pennsylvania, Virginia and West Virginia. They have served this area since 1972.

D & D Emulsions, Inc. is a licensed manufacturer of RECLAMITE® for the **Golden Bear Oil Company**, now **Tricor Refining, LLC** serving the Eastern United States.


Delbert Dawson
President

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

June 8, 2023

Mr. Dirk Siebenbrodt, P.E.
Engineer III
Utilities & Infrastructure Department
Town of Holly Springs
128 South Main Street
Holly Springs, NC 27540

Dear Mr. Siebenbrodt:

We are pleased to offer our proposal to apply Reclamite® asphalt rejuvenator to the streets listed below.

Street	From	To	Square Yards	Amount
Ashland Hill Dr	Ramsours Mill Dr	Devon Fields Dr	1,019	\$1,202.42
Ashland Hill Dr	Devon Fields Dr	Buckhorn Duncan Rd	1,152	\$1,359.36
Ashland Hill Dr	Bellamy Mill Dr	Ramsours Mill Dr	1,888	\$2,227.84
Bellamy Mill Dr	Ashland Hill Dr	Devon Fields Dr	805	\$949.90
Bellamy Mill Dr	Ashland Hill Dr	Devon Fields Dr	805	\$949.90
Bellamy Mill Dr	Avent Ferry Rd	Randleman Ct	670	\$790.60
Devon Fields Dr	Ashland Hill Dr	Ramsours Mill Dr	2,448	\$2,888.64
Devon Fields Dr	Ramsours Mill Dr	Bellamy Mill Dr	1,651	\$1,948.18
Devon Fields Dr	Bellamy Mill Dr	Dead End	416	\$490.88
Ramsours Mill Dr	Randleman Ct	Ashland Hill Dr	1,123	\$1,325.14
Ramsours Mill Dr	Avent Ferry Rd	Randleman Ct	904	\$1,066.72
Ramsours Mill Dr	Ashland Hill Dr	Devon Fields Dr	1,444	\$1,703.92
Ramsours Mill Dr	Devon Fields Dr	Under Construction	300	\$354.00
Randleman Ct	Ramsours Mill Dr	Dead End	1,724	\$2,034.32
Randleman Ct	Bellamy Mill Dr	Ramsours Mill Dr	1,422	\$1,677.96
Wildwood Farm Way	Ralph Stephens Rd	Atwood Dr	5,926	\$6,992.68
Cheval Ct	Wildwood Farm Way	Dead End	967	\$1,141.06
Durban Meadow Dr	Atwood Dr	Mystwood Hollow Cir	1,453	\$1,714.54
Mystwood Hollow Cir	Durban Meadow Dr	Atwood Dr	2,341	\$2,762.38
Atwood Dr	Durban Meadow Dr	Mystwood Hollow Cir	685	\$808.30

Atwood Dr	Mystwood Hollow Cir	Durban Meadow Dr	991	\$1,169.38
Wildwood Farm Way	Cheval Ct	Greenhurst Cir	1,195	\$1,410.10
Killeen Cir	Atwood Dr	Dead End	776	\$915.68
Mystwood Hollow Cir	Atwood Dr	Durban Meadow Dr	1,878	\$2,216.04
Mystwood Hollow Cir	Atwood Dr	Dead End	502	\$592.36
Greenhurst Cir	Wildwood Farm Way	Wildwood Farm Way	2,529	\$2,984.22
Wildwood Farm Way	Greenhurst Cir	Dead End	1,288	\$1,519.84
Wildwood Farm Way	Greenhurst Cir	Greenhurst Cir	952	\$1,123.36
Wildwood Farm Way	Atwood Dr	Cheval Ct	981	\$1,157.58
Atwood Dr	Wildwood Farm Way	Killeen Dr	1,141	\$1,346.38
Atwood Dr	Killeen Dr	Mystwood Hollow Cir	575	\$678.50
Ironcreek Pl	Bountywood Dr/Echo Creek Pl	Dawning Creek Dr	804	\$948.72
Mystic Pine Pl	Lockley Rd	Willow View Ln	510	\$601.80
Mystic Pine Pl	Victory Falls Dr	Harmony Creek Pl	1,305	\$1,539.90
Mystic Pine Pl	Willow View Ln	Harmony Creek Pl	2,198	\$2,593.64
Echo Creek Pl	Ironcreek Pl	Bridgehaven Dr	1,259	\$1,485.62
Bountywood Dr	Ironcreek Pl	Warm Wood Ln	832	\$981.76
Cicada Pl	Bountywood Dr	Dead End	621	\$732.78
Bountywood Dr	Cicada Pl	Dead End	758	\$894.44
Bountywood Dr	Warm Wood Ln	Cicada Pl	661	\$779.98
Ironcreek Pl	Hidden Stream Dr	Bountywood Dr/Echo Creek Pl	855	\$1,008.90
Bountywood Dr	Ironcreek Pl	Warm Wood Ln	456	\$538.08
Bridgehaven Dr	Grand Pine Pl	Echo Creek Pl	390	\$460.20
Harmony Creek Pl	Mystic Pine Pl	Victory Falls Dr	2,396	\$2,827.28
Banyan Creek Pl	Victory Falls Dr	Dead End	480	\$566.40
Victory Falls Dr	Mystic Pine Pl	Banyan Creek Pl	1,035	\$1,221.30
Victory Falls Dr	Banyan Creek Pl	Harmony Creek Pl	1,657	\$1,955.26
Field Pine Way	Harmony Creek Pl	Dead End	686	\$809.48
Harmony Creek Pl	Field Pine Way	Dead End	889	\$1,049.02
Mystic Pine Pl	Victory Falls Dr	Dead End	771	\$909.78
Harmony Creek Pl	Victory Falls Dr	Field Pine Way	661	\$779.98
Beresford Dr	Canterwood Dr	Canterwood Dr	1,502	\$1,772.36
Canterwood Dr	Beresford Dr	Beresford Dr	3,166	\$3,735.88
Canterwood Dr	Painted Creek Way	Lockley Rd	1,500	\$1,770.00
Canterwood Dr	Beresford Dr	Painted Creek Way	770	\$908.60
Castien Cove Pl	Lockley Rd	Writing Rock Pl	451	\$532.18
Castien Cove Pl	Writing Rock Pl	Bowerbank Ln	576	\$679.68
Cedar Wren Ln	Holly Springs/New Hill Rd	White Mulberry Ln	4,163	\$4,912.34
Cedar Wren Ln	White Mulberry Ln	Tupelo Grove Ln	1,149	\$1,355.82
Cedar Wren Ln	Tupelo Grove Ln	Cedar Wren Ln	1,327	\$1,565.86
Hazel Alder Cir	Chickasaw Plum Dr	Dead End	1,090	\$1,286.20

Scarlet Tanager Cir	Scarlet Tanager Cir	Trinity Creek Dr	1,315	\$1,551.70
Scarlet Tanager Cir	Scarlet Tanager Cir	Threadleaf Dr	876	\$1,033.68
Cedar Wren Ln	Cedar Wren Ln	Trinity Creek Dr	300	\$354.00
Trinity Creek Dr	Cedar Wren Ln	Sweetbriar Rose Ct	1,210	\$1,427.80
Scarlet Tanager Cir	Threadleaf Dr	Scarlet Tanager Cir	3,018	\$3,561.24
Threadleaf Dr	Scarlet Tanager Cir	Chickasaw Plum Dr	951	\$1,122.18
White Mulberry Ln	Cedar Wren Ln	Cherry Birch Ct	1,927	\$2,273.86
White Mulberry Ln	Cherry Birch Ct	Dead End	361	\$425.98
Scarlet Tanager Cir	Trinity Creek Dr	Dead End	503	\$593.54
Trinity Creek Dr	Sweetbriar Rose Ct	Scarlet Tanager Cir	3,021	\$3,564.78
Chickasaw Plum Dr	Threadleaf Dr	Chickasaw Plum Dr	2,681	\$3,163.58
Chickasaw Plum Dr	Dead End	Chickasaw Plum Dr	432	\$509.76
Chickasaw Plum Dr	Chickasaw Plum Dr	Hazel Alder Ct	1,612	\$1,902.16
Chickasaw Plum Dr	Hazel Alder Ct	Threadleaf Dr	2,505	\$2,955.90
Cedar Wren Ln	Trinity Creek Dr	Trinity Creek Dr	608	\$717.44
Cedar Wren Ln	Trinity Creek Dr	Cedar Wren Ln	321	\$378.78
Trinity Creek Dr	Holly Springs New Hill Rd	Cedar Wren Ln	5,544	\$6,541.92
Painted Bunting Way	Tupelo Grove Ln	Cherry Birch Ct	1,382	\$1,630.76
Tupelo Grove Ln	Painted Bunting Way	Cherry Birch Ct	953	\$1,124.54
Cherry Birch Ct	Tupelo Grove Ln	Painted Bunting Way	1,495	\$1,764.10
Cherry Birch Ct	Dead End	Tupelo Grove Ln	757	\$893.26
Tupelo Grove Ln	Sage Thrush Bend	Painted Bunting Way	1,240	\$1,463.20
Tupelo Grove Ln	Cedar Wren Ln	Sage Thrush Bend	815	\$961.70
Sage Thrush Bend	Tupelo Grove Ln	Cherry Birch Ct	1,923	\$2,269.14
Cherry Birch Ct	Painted Bunting Way	Sage Thrush Bnd	728	\$859.04
Cherry Birch Ct	Sage Thrush Bend	White Mulberry Ln	540	\$637.20
Total			113,887	\$134,386.66

Our unit price of \$1.18 per square yard is inclusive of traffic control, notification of residents and all labor and material necessary to complete the work. Actual field measurement will determine final quantities.

Thank you for your interest in pavement preservation with Reclamite®.

Sincerely,

Ken Holton

Ken Holton
kholtan@pavetechinc.com

June 15, 2023

Mr. Dirk Siebenbrodt, P.E.
Engineer III
Town of Holly Springs
128 South Main Street
Holly Springs, NC 27540

RE: Pavement Technology, Inc. – Recommendation

Dear Mr. Siebenbrodt,

Since 2015, I have been recommending to my municipal clients that they contract with Pavement Technology, Inc (PTI) to broaden their maintenance toolbox by including Reclamite®. PTI is a reputable contractor that has provide these services in the southeast and for many North Carolina municipalities which include: Apex, Cary, Charlotte, Durham, Garner, Matthews, Mint Hill, Mooresville, Morrisville, Raleigh, Waynesville, Wilmington, and others. Like me, I'm confident that these municipalities would also provide the same letter of recommendation.

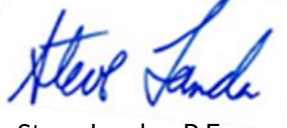
I have personally rated roads that Reclamite® has been applied to and there is a noticeable performance difference between the treated and non-treated road segments.

The Town will be well served by contracting with PTI and using Reclamite® for its roadway maintenance program.

If you have any questions or would like to discuss further, please feel free to call me at 336.215.5521 or email at slander@withersravenel.com.

Sincerely,

WithersRavenel



Steve Lander, P.E.
Director of Pavement Management



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

New Business

Title: Town of Holly Springs - Operations Campus Phase 1A Guaranteed Maximum Price (GMP) Amendment 001

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

Staff Resource: Kimberly Keyes, Utilities and Infrastructure

Action(s):

Approve the Construction Services Guaranteed Maximum Price (GMP) Amendment 001 with Edifice General Contractors (Construction Manager at Risk - CMAR) in the amount of \$2,811,760 for the Operations Campus Phase 1A.

Explanation:

- On November 1, 2022, the Town Council approved the contract for pre-construction services in the amount of \$188,220 for the Operations Campus Phase 1.
- Staff is now recommending approval of the Operations Campus Phase 1A Guaranteed Maximum Price (GMP) Amendment 001 in the amount of \$2,811,760. The new contract value and GMP, including the original contract value for pre-construction services, is \$2,999,980.
- The Town of Holly Springs Operation Campus project is divided into two phases (Phase 1A and Phase 1B).
- Phase 1A consists of:
 - The extension of Bumgardner Road to the northern property line of the future Operation Campus.
 - Gravel entrance drive to the new 2.5-acre Laydown Area.
 - Temporary gravel construction access via Green Oaks LLC property.
- Bumgardner Extension will ultimately be the primary access to the Operations Campus. In the interim, the extension will provide construction access for NCDOT to begin the construction of the Southern Access Road in December of 2023.
- The 2.5-acre laydown area will provide immediate storage space for vehicles and equipment needed by Public Works and the Utilities and Infrastructure department.

Background:

- In 2017, the Town selected Stewart, Cooper, and Newell to develop a space needs assessment and recommendation for the Public Works Facility to address the long-term space requirements for that facility. The report recommended the construction of a new public works facility and the use of the existing site for Fleet Maintenance. Since that time, the space needs for public works and fleet maintenance have increased.

- In 2019, the Town selected Creech and Associates to perform a comprehensive space needs assessment for staff and programs currently located at Town Hall. Their assessment concluded that over the span of 20 years, Town Hall employee numbers are projected to grow 76.6%. The assessment recommended a new building that would include Development Services, Utilities and Infrastructure, and components of other departments such as Finance, IT, and Parks and Recreation.
- The current and future space needs at Public Works and Town Hall greatly exceed the capacity of both buildings. Therefore, a new Operations Campus that will consist of a new convenience center, Administration Building, and Operations Building is currently under design by ADW Architects.
- The Town purchased the site in 2020 from Duke Energy for the purposes of securing a location that could meet the Town's current and expanding public service delivery needs well into the future. Additionally, the site is master planned as a campus, whereby over time a full build out will occur to house various public service operations and maintenance at this main campus location.
- In future years, Phase 2 is envisioned to include construction of a replacement fuel farm, fleet maintenance shop, and additional vehicle and equipment parking. Phase 2 is not currently funded.

Funding Source(s):

Community Investment Plan

Attachment(s):

1. Holly Springs Ops Campus GMP Amendment 001 - Phase 1A Final

Town of Holly Springs
Operations Campus
Holly Springs, North Carolina

Construction Services

GMP Amendment 001

Site Access & Laydown

June 20, 2023



4111 South Boulevard

Charlotte, NC 28209

www.edificeinc.com

Town of Holly Springs Operations Campus GMP Amendment 001 Phase 1A - Table of Contents

- Exhibit A – AIA Document GMP Amendment
- Exhibit B – GMP Worksheet
- Exhibit C – Clarifications
- Exhibit D – Contract Documents Log
- Certificate of Insurance
- Performance & Payment Bonds



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 20th day of June in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19th day of October in the year 2023 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Town of Holly Springs Operations Campus
Green Oaks Parkway
Holly Springs, NC 27540

THE OWNER:
(Name, legal status, and address)

Town of Holly Springs
128 S. Main Street
Holly Springs, NC 27540
919-552-6221

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Edifice, LLC
4111 South Boulevard (28209)
Post Office Box 36349
Charlotte, NC 28236
Telephone Number: 704-332-0900
Fax Number: 704-332-0901
North Carolina General Contractor License #10514

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1449735253)

Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Two Million Nine Hundred Ninety Nine Thousand Nine Hundred Eight Dollars (\$ 2,999,980.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

Original Contract Value for Preconstruction Services	\$188,220
Addition of Construction Services - GMP Amendment 001	\$2,811,760
New Contract Value & Guaranteed Maximum Price	\$2,999,980

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See GMP Worksheet Exhibit - C

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
No. 1 – Reference Exhibit 1A: Clearing for new fence. Fence installed by others	Add \$30,210 – Accepted
No. 2 – Provide a deduct to use 12" of ABC stone in lieu of a depth of 15" at areas called out to have gravel (roads, paths, laydown)	Not Accepted
No. 3 – Provide an add for #57 stone in lieu of ABC at gravel areas	Not Accepted
Cost Saving Option 1 – Eliminate new construction components at side access road	(\$155,000) – Accepted
Cost Saving Option 2 – Take 15" of ABC Stone at remaining areas to 12" of ABC	(\$73,500) – Accepted
Cost Saving Option 3 – Take 12" of ABC Stone at remaining areas to 9" of ABC	TBD

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See above 1.1.5.1 for accepted alternates		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Price per Unit (\$0.00)
Unit Price No. 1 – Mass rock removal – Ties to Allowance No. 1	\$7.50 per CUYD
Unit Price No. 2 – Trench rock removal – Ties to Allowance No. 2	\$50.00 per CUYD
Unit Price No. 3 – Unsuitable soil removal to an offsite location and replacement suitable imported fill – Ties to Allowance No. 3	\$55.00 per CUYD

Init.

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Unit Price No. 4 – Unsuitable soil removal to an offsite location and replacement suitable onsite fill
Unit Price No. 5 – Replace excavated and removed Mass and Trench rock with suitable onsite fill

\$30.00 per CUYD
\$15.00 per CUYD

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [NA] The date of execution of this Amendment.

☒ [X] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Work will commence when the required permits, approvals, and a Notice to Proceed from the Owner are in place.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than One Hundred Eighty-One (181) calendar days from the date of commencement of the Work for GMP Amendment 001.

☐ [] By the following date: TBD

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
NA	NA

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth below. In the event that Construction Manager late is in achieving Substantial Completion of the Work, the Construction Manager shall pay Owner Five Hundred dollars (\$500.00) per day for each day beyond the date for Substantial Completion that Construction Manager fails to achieve Substantial Completion of the Work.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

§ A.3.1.2 The following Specifications:

Init.

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(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attached Exhibit D – Contract Documents Log

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attached Exhibit D – Contract Documents Log

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Not Applicable. This is not a LEED, Green Globes, or other sustainability type project

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
No. 1 – Mass Rock – Based on 1,160 cubic yards measured in place x Unit Price 1	\$8,700
No. 2 – Trench Rock – Based on 100 cubic yards measured in place x Unit Price 2	\$5,000
No. 3 – Unsuitable Soil – Based on 1,000 cubic yard. Removal and replacement with imported fill from offsite x Unit Price 3	\$55,000

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

See Attached Exhibit C – Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See the GMP Amendment documents and table of contents for other construction services contract items. Those items include the following:

Table of Contents

- **Exhibit A - AIA Document A133 – 2019 – Guaranteed Maximum Price Amendment (this document)**
- **Exhibit B – GMP Worksheet**
- **Exhibit C – Clarifications**

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- **Exhibit D – Contract Documents Log**
- **Certificate of Insurance**
- **Performance and Payment Bonds**

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Not Applicable

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Kimberly Keyes, Senior Project Manager
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Michael A. Carlisto, Executive Vice President
(Printed name and title)

EXHIBIT B - GMP Worksheet

Tuesday, June 20, 2023

Holly Springs Operations Campus

GMP Amendment 001 - Phase 1A Site Access & Laydown

Direct Costs

Site Clearing, Grading, Erosion Control, & Stone Paving	\$2,466,353
Surveying & Controls	By Terrahawk
Alternate 1 - Add for Clearing & Grubbing at New Fence. Fence is installed by others	\$30,210
Alternate 2 - Deduct for utilizing 12" of ABC stone in lieu of 15" ABC	Not Accepted
Cost Saving Option 1 - Eliminate new construction components at side access road	(\$155,000)
Cost Saving Option 2 - Take 15" of ABC Stone at remaining areas to 12" of ABC	(\$73,500)
Cost Saving Option 3 - Take 12" of ABC Stone at remaining areas to 9" of ABC	TBD

Subtotal **\$2,268,063**

Edifice General Conditions - 6 months	\$268,316
Contingency - Lump Sum	\$60,000
Information Technology - 0.25%	\$6,743
General Liability Insurance - 0.90%	\$24,274
Builder's Risk Insurance - 0.35%	\$9,440
Subcontractor Default Insurance - SDI - 1.25%	\$30,829
Pollution Insurance - 0.05%	\$1,349
P&P Bond - 1%	\$28,118

Subtotal **\$2,697,132**

CM Fee - 4.25% **\$114,628**

TOTAL CONSTRUCTION GMP AMENDMENT 001 **\$2,811,760**

Original & Current Contract Value **\$188,220**

New Contract Value & GMP **\$2,999,980**

EXHIBIT C – Clarifications
Town of Holly Springs Operations Campus
GMP Amendment 001 Phase 1A – Site Access & Laydown
June 20, 2023



1. Pricing is per the contract documents shown and described in Exhibit D – Contract Documents Log.
2. No cost for permits, tap fees, or development fees have been included.
3. No costs for utility relocation(s), in the ground or overhead, have been included.
4. Pricing includes all sales taxes applicable to the project.
5. Pricing includes all insurances necessary to perform above scope of work.
6. Pricing includes all Edifice oversight and management.
7. No Business Licenses or fees have been included.
8. Pricing does not include special inspections, onsite GeoTech testing or material testing.
9. Pricing does not include an unclassified site. Please see unit rates and bidder allowances.
10. New utilities such as water, sewer, power, cable or other utility services have not been included.
11. Edifice's contract is with the Town of Holly Springs, not Architects/Engineers. Therefore, any items included in the specifications that are not a part of the agreement between the Town of Holly Springs and Edifice and were included in the specifications by the design team and not applicable to the project are excluded.
12. Any canned or common items included in the contract documents, plans, or specifications that are clearly not a part of this project scope are not included. We will not be responsible for items not specific to the project.
13. We do not have any removal of hazardous soils or materials or any other contaminated materials or any unforeseen underground obstructions.
14. We have not included provisions for the removal or relocation of any historic cemeteries, burial grounds, artifacts, or ancient components. If items like this are encountered, Edifice will stop work and contact the Owner for further direction.
15. Any NCDOT and required encroachment permits are not included. These are to be provided by the Town of Holly Springs, in needed, prior to the start of construction.
16. Fees required by any authority having jurisdiction for road closures are not provided by Edifice or the trade contractors. Traffic control measures are included to the limits required by NCDOT code and typical practices.
17. We have excluded costs associated with street closings, sidewalk closings or traffic control operations if required.
18. We have not included any shoring design or work as part of the project.
19. Pricing is based on a minimum of three acceptable manufacturers for each product or component. Basis of design specifications to include three acceptable specific products with accompanying model or part number. The three products should all perform in a way acceptable to the Owner and Designers. This clarification is included to help the trade contractors pricing and promote competition amongst the specified items.
20. No security personnel or surveillance systems have been included.
21. Pricing provided in this proposal is valid until (120 days after the bid). If acceptance is provided after this duration, we reserve to re-evaluate the proposal given the market volatility of certain materials and commodities

EXHIBIT C – Clarifications
Town of Holly Springs Operations Campus
GMP Amendment 001 Phase 1A – Site Access & Laydown
June 20, 2023



22. LEED requirements and or project registration fees are not included. This is not a LEED certified, Green Globes, or a sustainable certified project of any sort.
23. We have not included any third-party photographic documentation for preconstruction, periodic construction, or final completion. Edifice will take progress photos throughout the project and share as requested.
24. There is no provision for an existing conditions analysis of structures or surfaces beyond the property lines of the project. Nor is there provision for vibration monitoring during construction activities.
25. Closeout procedures, demonstration and training format and turnover will be mutually agreed between Edifice the Town of Holly Springs and ADW Architects.
26. We have not included camera inspections of existing utilities.
27. We have not included any 3rd party inspection costs to classify trees.
28. Phase 1A may hit quantities of weathered rock plus mass and/or trench rock. Edifice would like to leave the excavated rock on-site, if suitable, for fill purposes in Phase 1B. The rock would be stockpiled on site and utilized later. This is how work was carried out at the Ferguson project next door.
29. As described in paragraph 3.2.4 of the AIA A-133 – 2019 agreement, Edifice has included a contingency for Edifice's exclusive use for construction related items not anticipated or fully scoped, and scope gaps. Edifice will report any contingency usage to the project team before it is used.
 - a. Edifice expects that the Town of Holly Springs to include a separate Owner's Contingency for the Owner's use for additions, changes, or modifications to the project scope of work.
30. The GMP base bid did not include additional clearing and grubbing for the Sequiris fence. Edifice has included an add alternate to cover this clearing and grubbing. See Addendum #1 for the description of this work.
31. If an Allowance is used up, Edifice reserves the right, with approval from the Town of Holly Springs, to utilize unused funds from other allowances. If all Allowances are exceeded, Edifice reserves the right to negotiate in good faith with the Town of Holly Springs on additional funds to satisfy the work associated with those allowances.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

New Business

Title: Resolution for Condemnation relating to Holly Springs New Hill Rd/New Hill Rd and Old Holly Springs Apex Rd Realignment Project

Strategic Priority Area: Organizational Excellence

Staff Resource: John Schifano, Town Attorney

Action(s):

Adopt Resolution 23-15 to authorize eminent domain action to acquire right-of-way and other necessary easements from three property owners for the Holly Springs New Hill Rd/New Hill Rd and Old Holly Springs Apex Rd Realignment transportation project.

Explanation:

- As part of the project's Right-of-Way (ROW) acquisition for the realignment of the intersection at Holly Springs New Hill Road and Old Holly Springs Apex Roads, the Town and Crescent Communities have been negotiating with landowners for the necessary easements and other real property interests to effectuate the widening.
- The right of way ("ROW") acquisition process that was implemented is in accordance with town, NCDOT and federal regulations.
- Multiple attempts, including written, verbal, and in-person meetings have been made with property owners and/or negotiations for these ROW and easement conveyances have not been successful with all property owners.
- The Town Attorney requests Town Council to authorize eminent domain to expropriate private property with payment of compensation for easement conveyances.
- If the resolution is passed, the Town Attorney will provide notice to the affected property owners and continue to work towards voluntary acquisition. If a settlement cannot be reached, the town will initiate civil lawsuits under North Carolina's "quick take" eminent domain process. Therefore, the construction of the project will not be delayed during the pendency of any lawsuits.

Background:

- On November 30, 2021, Town Council approved the Green Oaks Tech Center Planned Unit Development and a related development agreement.
- As part of the development agreement between the Town of Holly Springs and Crescent Communities ("Developer"), agreed to:
 - Design and Construction of the realignment of the intersection of Old Holly Springs Apex Road and Holly Springs New Hill Road.
 - The Developer's share for right-of-way (ROW) is 15% of the costs to acquire the ROW. The Developer shall be financially responsible for its proportionate share of the costs of the realignment (15%).

- The Town shall reimburse the Developer for the Town's share of the realignment costs in an amount equal to the total realignment cost less Developer's share.
- The Town's share of the total realignment costs shall not exceed \$1,700,000.
- Completion of the construction is anticipated for 2024.

Funding Source(s):

Fees-in-lieu of other development(s) in the area.

Attachment(s):

1. Resolution 23-15 - FINAL



Resolution No. 23-15

Date Adopted: June 20, 2023

Effective Date: June 20, 2023

**RESOLUTION OF THE TOWN OF HOLLY SPRINGS COUNCIL
AUTHORIZING CONDEMNATION PURSUANT TO CHAPTER 40A OF THE
NORTH CAROLINA GENERAL STATUTES AND SESSION LAW 2005-57
(HOUSE BILL 393) TO ACQUIRE CERTAIN PROPERTY OF THOSE
PERSONS LISTED IN THE ATTACHED EXHIBIT "A"**

WHEREAS, the governing body of the Town of Holly Springs hereby determines that it is necessary and in the public interest to acquire certain property owned by those persons listed on Exhibit "A" for the following public purpose: 1) to design, construct and administer the realignment of Old Holly Springs Apex Road and Holly Springs New Hill Road for the purpose of alleviating increased traffic flow and congestion, 2) obtain Temporary Construction easements as indicated in the legal descriptions; 3) Rights-of-Way; and 4.) Permanent Utility easements, as indicated in Exhibit "A" and "B", and

WHEREAS, the proper officials or representatives of the Town of Holly Springs have been unable to acquire the needed interest in this property by negotiated conveyance;

WHEREAS, the Town is authorized pursuant to N.C. Gen. Stat. § 40A and/or § 136 utilizing the procedures contained in N.C. Gen. Stat. § and/or § 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:

1. The Town of Holly Springs shall acquire by condemnation, for the purposes stated above, the property and interest described in Exhibits "A" and "B";
2. The attorneys representing the Town of Holly Springs are directed to initiate the necessary proceedings under Chapter 40A and/or Chapter 136 of the North Carolina General Statutes to acquire the property herein described; and
3. This resolution shall take effect immediately.

Adopted by the Holly Springs Town Council on this, the 20th day of June, 2023.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk

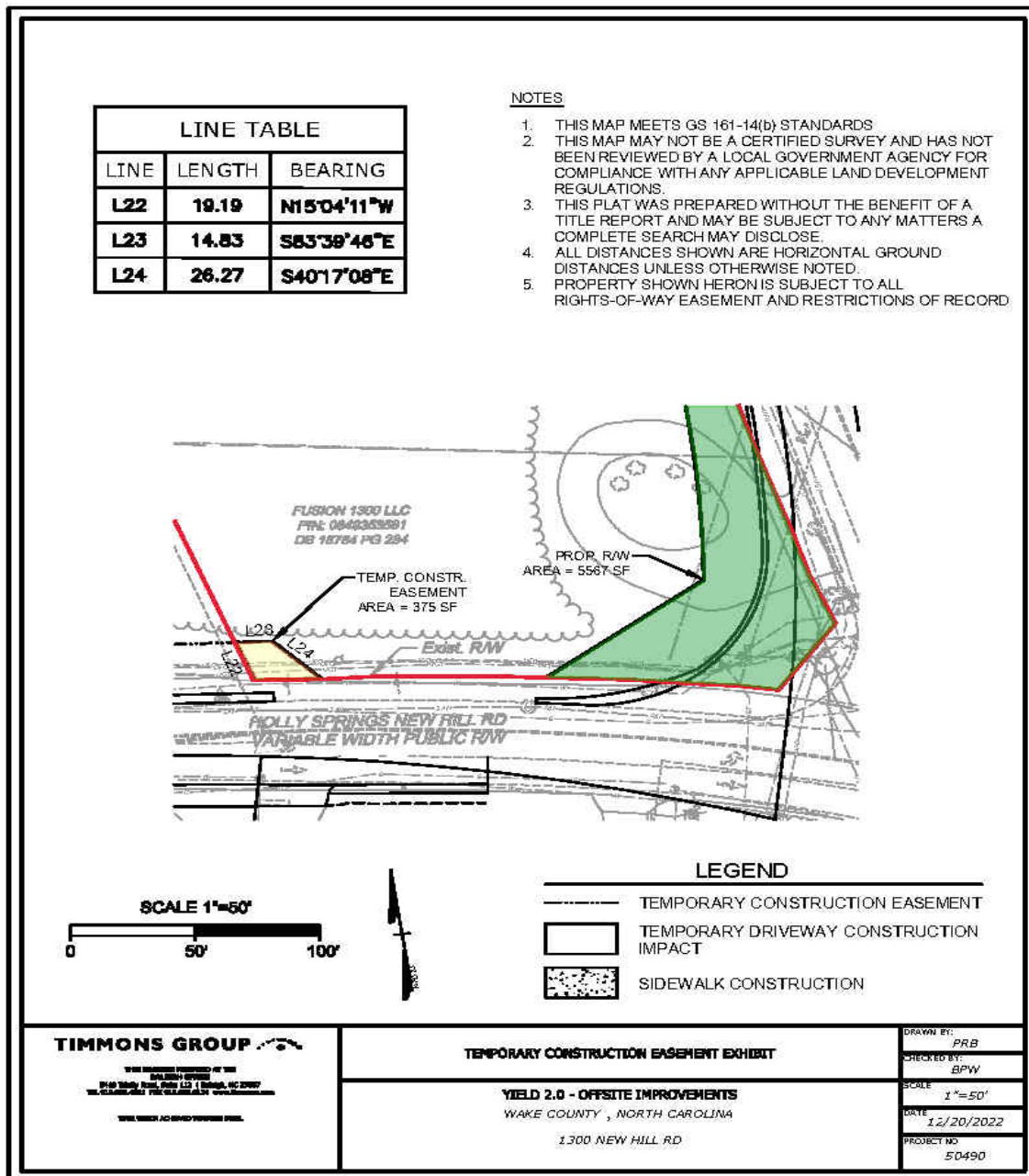


EXHIBIT A

DESCRIPTION OF ENTIRE AREA TO BE AFFECTED AND NAME OF CURRENT LANDOWNER

Tract 1:

Address: 1300 New Hill Road, Holly Springs, NC 27540
PIN: 0649353581
Wake REID: 0031660
Deed Ref: Book 018863, Page 00808
Owners: Fusion 1300, LLC



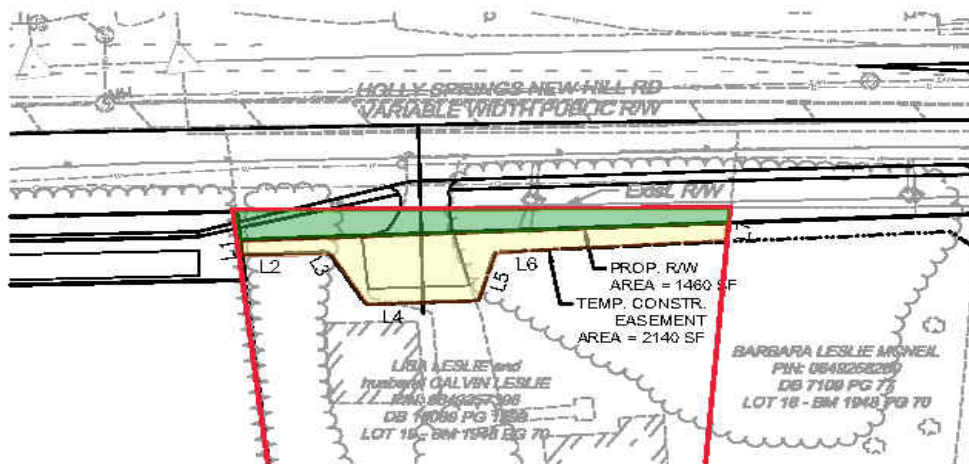
Tract 2:

Address: 1341 Holly Springs Hew Hill Road
 PIN: 0649257396
 Wake REID: 0041672
 Deed Ref: Book 015009, Page 01599
 Owners: Lisa Leslie and Calvin Leslie

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.78	N2°34'21"E
L2	28.94	N83°25'30"W
L3	24.55	S23°24'09"E
L4	38.05	S83°39'30"E
L5	19.95	N25°13'41"E
L6	78.58	S84°16'58"E
L7	7.49	S13°37'51"W

NOTES

1. THIS MAP MEETS GS 161-14(b) STANDARDS
2. THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO ANY MATTERS A COMPLETE SEARCH MAY DISCLOSE.
4. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. PROPERTY SHOWN HERON IS SUBJECT TO ALL RIGHTS-OF-WAY EASEMENT AND RESTRICTIONS OF RECORD



SCALE 1"=50'

0 50' 100'



LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- TEMPORARY DRIVEWAY CONSTRUCTION IMPACT
- SIDEWALK CONSTRUCTION

TIMMONS GROUP

THE ENGINEER PREPARED BY THE
 SURVEYOR
 1140 Sandy Hook, Suite 100, Raleigh, NC 27607
 TEL: 919.486.1140 FAX: 919.486.1141 WWW.TIMMONSGROUP.COM

THIS MAP IS AN UNOFFICIAL COPY.

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

YIELD 2.0 - OFFSITE IMPROVEMENTS
 WAKE COUNTY, NORTH CAROLINA
 1341 HOLLY SPRINGS NEW HILL RD.

DRAWN BY: PRB

CHECKED BY: BPW

SCALE: 1"=50'

DATE: 12/20/2022

PROJECT NO: 50490

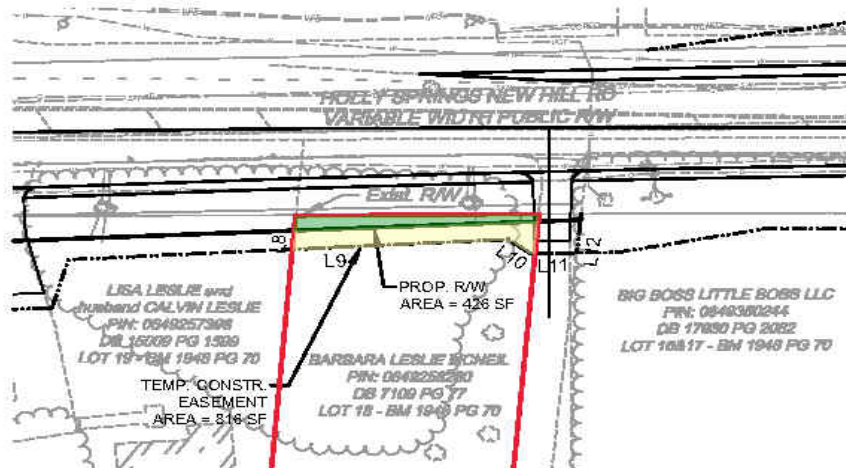
Tract 3:

Address: 1325 Holly Springs New Hill Road
 PIN: 0649258280
 Wake REID: 0222650
 Deed Ref: Book 007109, Page 00077
 Owners: Barbara Leslie McNeil

LINE TABLE		
LINE	LENGTH	BEARING
L8	7.49	N13°37'51"E
L9	75.42	S84°16'58"E
L10	9.30	S44°41'15"E
L11	16.39	S81°56'17"E
L12	13.08	N14°30'41"E

NOTES

1. THIS MAP MEETS GS 161-14(b) STANDARDS
2. THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO ANY MATTERS A COMPLETE SEARCH MAY DISCLOSE.
4. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY EASEMENT AND RESTRICTIONS OF RECORD



LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- TEMPORARY DRIVEWAY CONSTRUCTION IMPACT
- ▨ SIDEWALK CONSTRUCTION

TIMMONS GROUP

WMA ENGINEERS ASSOCIATES, INC.
 8140 Holly Hill, Suite 112 (College, NC 27507)
 TEL: 919-487-7777 FAX: 919-487-7778

WMA ENGINE ASSOCIATES, INC.

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

YIELD 2.0 - OFFSITE IMPROVEMENTS
 WAKE COUNTY, NORTH CAROLINA
 1325 HOLLY SPRINGS NEW HILL RD.

DRAWN BY: PRB
 CHECKED BY: BPW
 SCALE: 1"=50'
 DATE: 12/20/2022
 PROJECT NO: 50490

EXHIBIT B – 1

RIGHT OF WAY AREA TO BE TAKEN IN AN EASEMENT

Description of Legal Interest 1: Right of Way

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(s):

Tract 1: Fusion 1300, LLC

Beginning at an Iron Rod Set located North 44°40'57" East, 2,685.41 feet from town of holly springs geodetic monument "ALFORD 33" observed coordinates Northing: 693,650.52 feet, Easting: 2,041,575.94 feet along the southern right-of-way of Old Holly Springs Apex Road having NC Grid coordinates NAD 1983 (2011) of Northing: 695,559.75 feet, Easting: 2,043,464.11 feet; Thence South 11°34'40" East, 122.28 feet to an iron rod set; Thence with a curve to the left having a radius of 432.21 feet, arc distance of 73.70 feet, said curve also having a chord bearing and distance of North 73°24'54" West, 73.62 feet to an iron rod set; thence North 80°24'10" West, 54.00 feet to an iron rod set; thence North 63°19'54" East, 82.59 feet to an iron rod set; thence with a curve to the left having a radius of 503.00 feet, arc distance of 56.74 feet, said curve also having a chord bearing and distance of North 04°52'51" East, 56.71 feet to an iron rod set; thence South 79°33'18" East, 20.98 feet to the Point of Beginning.

Containing 5,816 square feet, more or less.

Tract 2: Lisa Leslie and Calvin Leslie

Beginning at an iron rod set located North 32°16'57" East, 2,184.04 feet from town of holly springs geodetic monument "ALFORD 33" observed coordinates Northing: 693,650.52 feet, Easting: 2,041,575.94 feet along the southern right-of-way of Holly Springs New Hill Road having NC Grid coordinates NAD 1983 (2011) of Northing: 695,496.83 feet, Easting: 2,042,742.35 feet; Thence South 81°31'40" East, 167.25 feet to an iron rod set; Thence South 13°37'51" West, 6.16 feet to an iron rod set; Thence North 83°39'30" West, 165.54 feet to an iron rod set; Thence North 2°34'21" East, 11.47 feet to an axle found; Thence North 02°34'21" East, 0.88 feet to the Point of Beginning.

Containing 1,533 square feet, more or less.

Tract 3: Barbara Leslie McNeil

Beginning at an Iron Rod Set located North 38°21'44" East, 2,304.72 feet from town of holly springs geodetic monument "ALFORD 33" observed coordinates Northing: 693,650.52 feet, Easting: 2,041,575.94 feet along the southern right-of-way of Holly Springs New Hill Road having NC Grid coordinates NAD 1983 (2011) of Northing: 695,457.53 feet, Easting: 2,043,006.22 feet; Thence South

14°30'41" West, 2.43 feet to an iron rod set; Thence North 83°39'30" West, 99.93 feet to an iron rod set; Thence North 13°37'51" East, 6.16 feet to an iron rod set; Thence South 81°31'40" East, 99.57 feet to the Point of Beginning.

Containing 426 square feet, more or less.

EXHIBIT B – 2

TEMPORARY CONSTRUCTION EASEMENT AREA TO BE TAKEN IN AN EASEMENT

Description of Legal Interest 2: 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(s):

Tract 1: Fusion 1300, LLC

Beginning at an Iron Rod found located North 42°15'43" East, 2,485.50 feet from town of holly springs geodetic monument "ALFORD 33" observed coordinates Northing: 693,650.52 feet, Easting: 2,041,575.94 feet along the northern right-of-way of Holly Springs New Hill Road having NC Grid coordinates NAD 1983 (2011) of Northing: 695,489.83 feet, Easting: 2,043,247.35 feet; Thence North 14°07'51" West, 1.55 feet to a point; Thence North 14°07'51" West, 17.14 feet to a point; Thence South 83°39'46" East, 20.73 feet to a point; Thence South 40°17'08" East, 28.38 feet to a point; Thence North 80°24'10" West, 34.88 feet to the Point of Beginning.

Containing 500 square feet, more or less.

Tract 2: Lisa Leslie and Calvin Leslie

Beginning at an iron rod set located North 32°16'57" East, 2,184.04 feet from town of holly springs geodetic monument "ALFORD 33" observed coordinates Northing: 693,650.52 feet, Easting: 2,041,575.94 feet along the southern right-of-way of Holly Springs New Hill Road having NC Grid coordinates NAD 1983 (2011) of Northing: 695,496.83 feet, Easting: 2,042,742.35 feet; Thence South 02°34'21" West, 0.88 feet to an axle found; Thence South 2°34'21" West, 11.47 feet to an iron rod set; Thence South 83°39'30" East, 165.54 feet to an iron rod set; Thence South 13°37'51" West, 7.49 feet to a point; Thence North 84°16'58" West, 78.58 feet to a point; Thence South 25°13'41" West, 19.96 feet to a point; Thence North 83°39'30" West, 38.05 feet to a point; Thence North 23°24'09" West, 24.55 feet to a point; Thence North 83°25'30" West, 28.94 feet to a point; Thence North 2°34'21" East, 5.76 feet to the point of beginning.

Containing 2,140 square feet, more or less.

Tract 3:

Beginning at an Iron Rod Set located North 38°21'44" East, 2,304.72 feet from town of holly springs geodetic monument "ALFORD 33" observed coordinates Northing: 693,650.52 feet, Easting: 2,041,575.94 feet along the southern right-of-way of Holly Springs New Hill Road having NC Grid coordinates NAD 1983 (2011) of Northing: 695,457.53 feet, Easting: 2,043,006.22 feet; Thence South 14°30'41" West, 2.43 feet to the Point of Beginning; Thence South 14°30'41" West, 13.08 feet to a point; Thence North 81°56'17" West, 16.39 feet to a point; Thence North 44°41'15" West, 9.30 feet to a

point; Thence North $84^{\circ}16'58''$ West, 75.42 feet to a point; Thence North $13^{\circ}37'51''$ East, 7.49 feet to an iron rod set; Thence South $83^{\circ}39'30''$ East, 99.93 feet to the point of beginning.

Containing 815 square feet, more or less.