

TOWN OF CARY

CONTRACT DOCUMENTS

FOR

FY20-21 SEWER REHABILITATION PROJECT

Project No: SW3501

ADDENDUM NO. 3

ISSUE DATE: MARCH 31, 2021

Bidders on this Contract are hereby notified that this Addendum shall be attached to and made a part of the above named Contract Documents dated March 2021.

The following items add to, modify and clarify the Contract Documents and shall have the full force and effect of the original Documents. Bids shall conform with these items and the cost change, if any, of these items shall be included in the Bid. This Addendum shall be acknowledged by the Bidder on Page 00300-1 of the Bid Proposal.



IN THE SPECIFICATIONS:

1. **SECTION 02651A – CURED-IN-PLACE PIPE LINING (CIPP) FOR MAIN SEWERS - ULTRAVIOLET LIGHT CURED CIPP:**

MODIFY Paragraph 1.5 - Qualifications (as modified by Addendum No. 2) by deleting the portion that is struck through and by adding the portion that is underlined below:

1.5 QUALIFICATIONS

A. The Contractor performing the CIPP installation shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner and shall be certified and/or licensed as an installer by the CIPP manufacturer. The Contractor must have successfully installed at least 1,000,000 feet of CIPP for a minimum of 10 years in wastewater collection systems of which at least 100,000 feet shall be ~~the exact~~ glass fiber reinforced, UV light cured CIPP product proposed by the Contractor. Alternatively, the Contractor must have successfully installed at least 300,000 feet of ~~the exact~~ glass fiber reinforced, UV light cured CIPP product proposed by the Contractor for a minimum of 10 years in wastewater collection systems. In addition, the Contractor shall have successfully installed a minimum of 5,000 feet of 24-inch diameter or larger glass fiber reinforced, UV light cured CIPP.

The Contractor shall submit detailed references (project names, dates, owner contact names and numbers, project descriptions with lengths installed, etc.) to the Engineer as requested to demonstrate compliance with the above experience requirements. The Engineer's decision on whether the Contractor meets the experience requirements shall be final, and the Contractor shall not be due any additional money if the experience requirements are not met.

B. The Contractor's personnel shall have the following experience with the products and installation method to be used on this project.

Project Manager – Shall have a minimum of 5 years managing CIPP projects for wastewater collection systems.

Superintendent - Shall have a minimum of 5 years of on-site supervision of CIPP projects for wastewater collection systems. The superintendent shall have supervised a minimum of 300,000 feet of installed CIPP in wastewater collection systems of which 50,000 linear feet must be with ~~the exact~~ glass fiber reinforced, UV light cured CIPP product proposed by the Contractor. In addition, the superintendent shall have been the direct, on-site superintendent for a minimum of

15,000 feet of 24-inch diameter CIPP or larger. Included in the 15,000 feet of 24-inch diameter CIPP or larger shall be pipe diameters that are equal to or greater than the largest pipe diameter included in this project. Alternatively, the glass fiber reinforced, UV light cured CIPP manufacturer may provide a full-time, on-site representative that in conjunction with the Contractor's superintendent meets these requirements.

2. **SECTION 21000 – SPECIAL CONSTRUCTION:**

ADD the following new language to Paragraph 3 – Access Through Private Property:

The Town of Cary is in the final stages of negotiating agreements for temporary construction access with the North Carolina Bar Association (See Sheet C-4) and Weston I & II (See Sheet C-5). Draft agreements are attached to this addendum and hereby added to Appendix B of this project manual. Contractors shall be required to comply with the provisions contained therein. Whenever provisions of the agreements conflict with access-related requirements stated elsewhere, the more stringent requirements shall apply.

The Contractor shall maintain access routes through the North Carolina Bar Association and Weston I & II properties in a clean and well-maintained manner throughout construction as the property owners will continue to use the parking areas and access corridors throughout the project. Damage to asphalt or concrete surfaces that affect the use of these areas by the property owner shall be repaired in a timely manner in accordance with the terms of the draft agreements attached to this addendum. More comprehensive repairs required by the property owners (such as sealcoating and restriping or asphalt overlays or asphalt replacement of larger areas required to provide a uniform appearance) will be the responsibility of the Town of Cary.

The Contractor shall be required to provide certificates of insurance in accordance with the limits defined in Article 5.04 of the Amended - EJCDC General Conditions naming the North Carolina Bar Association and the owners of Weston I & II (BRI 1879 Weston I LLC and BRI 1879 Weston II LLC, Limited Liability Corporations of the State of Delaware) as Additional Insureds.

The owner of the property at Weston I and II requires that the Contractor execute a separate "Permission to Enter" agreement with them prior to accessing the property for any construction-related activity. This agreement will be similar to the draft agreement contained in this Addendum between the Town of Cary and the Weston I & II property owners.

ON THE PLANS:

1. **SHEET C-5:**

REPLACE the detail for the Bypass Pumping Discharge Configuration with the attached detail.

ADD the following new note 20:

20. THE PRIMARY LOCATION FOR BYPASS PUMPING DISCHARGE WILL BE AT SP76507040. HOWEVER, THE CONTRACTOR WILL BE REQUIRED TO MOVE THE DISCHARGE POINT TO THE OTHER LOCATIONS SHOWN ON THE “BYPASS PUMPING DISCHARGE CONFIGURATION” DETAIL BASED ON CIPP INSTALLATION LOCATION REQUIREMENTS AND TOWN OF CARY REQUIREMENTS TO INSPECT THE BAR SCREEN CHAMBER (ESTIMATED TO BE ONE THREE DAY PERIOD).

2. **SHEET D-3:**

REPLACE Detail No. 07000.18 – Sheet 1 of 2 (Modified) with the attached Detail.

QUESTIONS DURING THE BID PERIOD FROM PROSPECTIVE BIDDERS:

Q: Please provide an Erosion and Sediment Control Plan for the locations of the controls detailed on D-1 of the Bid Plans. There are no locations depicted on the plans other than the Stream Crossing Locations for the 36", 48" and 60" Crossings.

A: An Erosion and Sediment Control Plan was not required for this project. Per paragraph 1.11 – Soil and Erosion Control of Section 01010 – Summary of Work and Special Provisions, "The Contractor shall protect against soil erosion into nearby streams and storm drains at all times. Minimum erosion control requirements shall be as shown on the Drawings (where applicable). The Contractor shall install silt fence along the downstream side of all construction activities and provide inlet protection around all catch basins/storm inlets whether shown on the Drawings or not. Any water removed from excavations during dewatering shall be filtered to remove sediments before being discharged to the creek or the sanitary sewer system (when approved by the Engineer). The Contractor shall add additional erosion control devices throughout construction as deemed necessary and as required by the Owner, Engineer or regulatory agencies." Generally, "construction activities" as defined above refers to activities that remove ground cover and leave bare ground.

Q: Please provide the expected pipe materials to be used for the Standard Temp Stream Crossings on this project, detail 04000.11 sheet 1 of 3. Also, please provide sheets 2 and 3 of the detail.

A: Since these are temporary stream crossings and will be removed, it is the contractor's option on pipe material that will support the necessary equipment that the Contractor will require. All Town of Cary details can be found at [Town of Cary Standard Detail Drawings](#). Sheets 2 of 3 of this detail are different types of streams crossings that are not appropriate for this project.

Q: Can Silt Sock be used in lieu of Standard Temp Silt Fence shown on D-1?

A: The selection of erosion and sediment control materials depends on site conditions, nature of the activity, and the area disturbed. The contractor shall be responsible for employing erosion control devices to meet the requirements of the North Carolina Department of Environment and Natural Resources and that are appropriate for site conditions.

Q: Please provide minutes from the Pre-Bid Meeting held on 3/23/21.

A: Detailed minutes are not available. Questions that were received during the Pre-Bid meeting were addressed in Addendum No. 2.

Q: In addendum #2 Q&A, a question was asked if any or all of the UV Cure Only segments can be installed with water/steam? To clarify, can the line segments on C-5 be installed using CIPP Fiberglass Reinforced Felt Liners as have been allowed for the Crabtree Creek Interceptor, as long as the flow capacities of the segments are not decreased as a result of this method of lining?

A: The Owner and Engineer made the determination that UV-cured GRP was the preferred material for the 54-inch pipe on sheet C-5 as it would not only maintain the existing capacity of this line but would provide the maximum capacity that can realistically be achieved for the existing pipe while at the same time enhancing its structural capabilities. Additionally, because this line runs through Lake Crabtree Dam, closed circuit television inspection of the liner after pulled in but prior to commencing the curing process provides a desired additional measure of quality control during the lining process.

Q: The Bid Plans do not provide details of existing sewer easements or temporary construction easements for this project. Please provide.

A: Per the notes on Sheets C-1 through C-5, "ALL WORK MUST BE COMPLETED WITHIN THE EXISTING SEWER EASEMENT UNLESS APPROVED BY THE ENGINEER AND PROPERTY OWNER IN WRITING. EASEMENT WIDTHS VARY BUT CONTRACTOR SHOULD ASSUME THAT MOST EASEMENTS ARE 40 FEET WIDE UNLESS OTHERWISE SHOWN." Temporary construction easements are not provided for this project. In addition, sewer easement information is provided for most of the project areas on the [Record Drawings \(not As-Builts\) for Black Creek SS Outfall.pdf](#) and [Record Drawings \(not As-Builts\) for Crabtree Interceptor 48-Inch Sewer-ANNOTATED.pdf](#) on the Town of Cary's electronic plan room.

Q: Please provide details for the Matting that is indicated in Note #13 on G-1 of the Bid Plans.

A: It is the Contractor's option on the type of matting to be used as long as the matting protects the existing Crabtree Creek Greenway from damage. The temporary construction mats must be capable of supporting all equipment without damage to the existing greenway.

Q: There is a potential for imprints/indentations into the existing asphalt greenway from construction matting that is install in hot weather months. Will the Contractor be responsible for removing any imprints?

A: Per Note 13 on Sheet G-1 of the plans, "THE CRABTREE CREEK GREENWAY IS NEW AND MUST BE PROTECTED DURING CONSTRUCTION WITH CONSTRUCTION MATTING. WHERE CONSTRUCTION MATTING IS USED ON CONCRETE OR ASPHALT GREENWAY PATHS, THERE SHALL BE PROTECTION (PLYWOOD, SAND, MULCH, ETC.) PLACED UNDER THE MATS TO PREVENT DAMAGE FROM THE MATS." If imprints/indentations exist in the asphalt greenway from use of construction matting, the Contractor will be required to repair the damages.

Q: Please provide any access easements and easement agreements for construction access points, including any special terms and conditions which need to be taken into account in order to access the work on this project.

A: Any special agreements that have been arranged by the Town of Cary that have not already been provided are provided in draft form via this Addendum No. 3.

Q: Is it possible to obtain the Selected Property Owners contact information that will/may be affected during the course of construction for this project, including possible access through their property for installation of the work on this project?

A: All necessary information is included in the agreements included in the Contract Documents and via this Addendum No. 3.

Q: Is it possible to extend the bid opening date 1 weeks to 4/13 in order to thoroughly research the remote access locations and access requirements on this project?

A: No.

Q: The table for CIPP Lining on Sheet C-1 shows the existing pipe material for the sewer segment between SP76518076 to SP76518077 to be CIPP. Is it the intent on this project to install a 9mm CIPP Standard Felt Liner over the existing CIPP for this segment?

A: Yes. See Sheet C-6 of the plans.

Q: Is the Proposed Greenway shown on sheets C1 through C4 in place currently, or is it being constructed by others in the future? If future construction, when will the Proposed Greenway be constructed? Will it conflict with operations on this project?

A: The proposed greenway will be constructed by others in the future. The projected schedule is for the proposed greenway construction to commence in the Fall of 2022, which is the basis for the 420-day interim completion date for rehabilitation of the South Phase of the Black Creek 24"/30" Interceptor.

Q: The Qualifications state that the Contractor must have a minimum of 100,000 feet of exact glass fiber reinforced, UV Light cured product installed in past 10 years. This qualification cannot be met. Is it possible to relax the requirement to 25,000 feet?

A: No.

Q: The Qualifications state that alternatively, the Contractor must have successfully installed 300,000 feet of the exact glass fiber reinforced, UV Light cured product in the past 10 years. This qualification cannot be met. Is it possible to relax the requirement to 25,000 feet?

A: No.

Q: The Qualifications state that the Superintendent shall have supervised the installation of a minimum of 50,000 feet of the exact glass fiber reinforced, UV Light cured product in the past 10 years. This qualification cannot be met. Is it possible to relax the requirement to 10,000 feet?

A: No.

(END OF ADDENDUM NO. 3)

NORTH CAROLINA

WAKE COUNTY

PERMISSION TO ENTER AGREEMENT

This Permission to Enter Agreement (“**Agreement**”) by and between the **North Carolina Bar Association**, a North Carolina not for profit corporation, having an address at 8000 Weston Parkway, Cary, NC 27513 (“**Grantor**”) and the Town of Cary, a North Carolina municipal corporation (“**Town**”).

WITNESSETH:

WHEREAS, Grantor owns a parcel of property located at 8000 Weston Parkway, Cary, NC 27513, also identified as Wake County PIN # 076517031 (“**Property**”).

WHEREAS, Town desires to rehabilitate certain existing sewer lines and manholes located along Crabtree Lake adjacent to the Property (the “**Work**”), which lines and manholes are within those certain sanitary sewer easements being (a) forty feet (40’) wide and located to the north of the Property and (b) twenty feet (20’) wide, connected to the aforesaid forty feet wide easement and located to the north west of the Property and running along and inside the western boundary of the Property, both as is more particularly shown on that certain plat recorded in Book of Maps 1991 at Page 878 of the Wake County Registry (collectively, the “**Town’s Easement**”).

WHEREAS, in order to perform the Work, the Town requires access to the Town’s Easement via ingress, egress and regress across such portions of the driveway, parking lot and landscaped areas on the Property as is more particularly illustrated on Exhibit A attached hereto and by this reference made a part hereof (the “**Access Route**”).

WHEREAS, Owner has no objection to Town’s request and desires to permit the Town and its agents be permitted to utilize the Access Route in order to perform the Work within the Town’s Easement for such limited purpose and subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Purpose. The Recitals are incorporated into this Agreement. This Agreement sets forth the terms and conditions pursuant to which Town may utilize the Access Route within the Property to conduct the Work within the Town’s Easement.
2. Term. The term of this Agreement shall be for twenty-seven (27) months from the date Agreement is executed by the Grantor or completion of the Work, whichever is sooner. The Grantor may extend that term by as much as three months upon receipt of a written request from Town. The Grantor must receive a written request to extend the Agreement at least 10 days before the

expiration of the original term.

3. Privilege to Enter. Subject to the terms and conditions of this Agreement, the Grantor hereby grants to Town the nonexclusive and revocable permission to utilize the Access Route upon the Property as is commercially reasonable in order to conduct the Work within the Town's Easement. Town shall take necessary steps and precautions to minimize the impact on the Property and on the Grantor's use, operation and enjoyment of its Property resulting from the Town's utilization of the Access Route across the Property and resulting from its performance of the Work, including, but not limited to a strict adherence to the conditions set forth on Exhibit B attached hereto and by this reference made a part hereof (the "**Conditions**"). Town may permit its employees, contractors, and agents ("**Agents**") to utilize the Access Route in accordance with the terms and conditions of this Agreement, and Town shall be responsible for all the acts and omissions of its Agents in connection therewith.

4. Responsibilities. All equipment or tools brought onto the Property by Town and/or its Agents, and any waste generated shall be the sole property of Town and/or its Agents and shall be removed promptly by the Town and/or its Agents. Owner shall have and assumes **no** liability or responsibility for (a) the safe use, operation, protection against theft, or disposal of equipment or other property transported across the Access Route or otherwise brought onto the Property, (b) the Access Route and improvements therein being sufficient and/or suitable in width, turn radius, strength, compaction and/or durability to accommodate the Town and/or its Agents' vehicles and equipment requiring access from Weston Parkway to the Town's Easement in order to perform and complete the Work, (c) for any temporary blockage of the Access Route resulting from the short term parking of delivery trucks and/or other vehicles on the Property, whether or not owned or operated by Grantor's employees, contractors, agents, licensees, tenants and/or invitees, or the general public, or (d) for any and all damage or injury resulting from the Town and/or its Agents' entry onto the Property except to the extent resulting solely from the gross negligence or willful misconduct of Grantor. Town shall ensure that its Agents and their respective employees and subcontractors receive, acknowledge and adhere to the Conditions.

5. Laws and Regulations. Town and its Agents shall comply with all federal, state and local laws, rules and regulations, and shall be responsible for the submission of all necessary and appropriate applications, fees and plans. Rights and obligations granted or imposed upon Town under this Agreement do not confer any right or privilege other than the specific right or privilege granted. Town and its Agents shall comply with and obtain any federal, state or local governmental approvals and permits.

6. Precautions. Town and its Agents shall take precautions to minimize the impact of exercising its limited rights granted herein and to minimize the impact of the Work on the Property. Further, Town and its Agents shall exercise due care in connection with the utilization of the Access Route and in connection with performing all Work.

7. Restoration; Periodic Maintenance and Reports. Within thirty (30) days of conclusion of the Work, at Town's sole cost and expense, Town shall restore the Property (and the Improvements, as defined in the Conditions) to the same or better condition than as it existed prior to the Town's entry onto Property and shall leave the unpaved portions of the Access Route and such surrounding areas of the Property as have been disturbed by the Work in a state that is of uniform topography, spread top soil uniformly over the disturbed areas, seed it with grass and replace any other damaged landscaping plants and trees as is reasonably practical. The parties acknowledge that the ability to perform paving repairs can be contingent on seasonal and weather conditions and, depending on what conditions are prevailing at the time Work is concluded, it may not be possible for Town to

restore the Property within the thirty (30) day time frame. If such a situation transpires, Town's failure to restore the Property within thirty (30) days shall not be considered a breach of this Agreement so long as Town takes all actions necessary to restore Property as soon as it is able to do so. Additionally, and throughout the term of this Agreement, Town shall keep the Access Route free of debris and take all other reasonable action required by good construction practices in connection with its and its Agents' use of the Access Route. The Town will work collaboratively with Grantor to communicate on a periodic basis (at least monthly) the Town's status reports on progress and plans for construction, safety protocols, cleaning protocols, reports regarding damage to Improvements, adherence to the Conditions and schedule for the prompt and satisfactory completion of the repair, restoration and/or replacement of such Improvements and the Property as required due to the use of the Access Route. It is expressly understood and agreed that the level of restoration required will need to restore or improve the overall aesthetic quality and consistency of the Improvements as the same exist as of the date of this Agreement. For example, if portions of the Access Route require repair, patching such area will not suffice, but instead a more comprehensive repair and repaving of the entire area will be required to restore and/or create a neat, uniform, and well-maintained appearance. Additionally, in lieu of any monetary consideration payable to Grantor, as consideration for this Agreement, Town hereby agrees that it shall resurface and re-stripe the portions of Grantor's parking lot as reflected by cross-hatching on Exhibit A, all in a good and workmanlike manner and at the Town's sole cost and expense.

8. Insurance and Indemnity. During the term of this Agreement, Town shall obtain and shall keep in force, and shall cause all other parties exercising the rights set forth herein to obtain and to keep in force a commercial general liability insurance policy with an insurance company authorized to do business in the State of North Carolina, providing insurance against claims for bodily injury, personal injury, and property damage involving or arising out of the exercise of the rights by the Town or such other party hereunder. Such policy shall provide combined limits of not less than \$2,000,000.00 per occurrence and shall name Grantor as an additional insured. In accordance with the laws governing N.C. municipalities, Town is unable to indemnify Grantor. However, to the extent allowed by law and covered by insurance, Town agrees to indemnify and hold Grantor harmless from damages sustained from the negligent action of Town or Town's employees that are acting within the defined scope of their employment with Town.

9. Revocation of Permission. In the event Town fails to comply with the terms and conditions of this Agreement, Grantor may revoke the permission to enter by providing Town with written notice of revocation.

10. Declaration of Covenants for Weston. Grantor has advised Town that the Property is subject to those certain Declaration of Covenants for Weston recorded in Book 3693 at Page 456 of the Wake County Registry (the "**Covenants**"). Town shall obtain any and all approvals required under the Covenants related to the rights granted under this Agreement, if any. Further, to the extent the Work will result in Grantor receiving any additional assessments whether related to the Property or the repair and restoration of any Common Areas (as defined in the Covenants), Town shall reimburse Grantor for such additional assessments incurred within thirty (30) days of Town receiving a written invoice for the same.

11. Miscellaneous.

- a) Assignment. This Agreement may not be assigned without the written agreement of Town.
- b) Electronic Record; counterparts. Town may convert a signed original of this Agreement to an electronic record pursuant to a North Carolina Department of Cultural Resources approved procedure and process for converting paper records to electronic records for

record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement. Further, this Agreement may be executed and delivered, including by way of electronic signature (PDF formats included) in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- c) Notice. All notices shall be in writing and delivered to the other party by personal delivery, commercially recognized overnight courier service, or prepaid U.S. certified mail, return receipt requested, addressed as follows:
 - a. to Grantor: 8000 Weston Parkway, Cary NC 27513 Attn: Jason Hensly, Executive Director with a copy to the same address Attn: Ashley Mills (919) 398-5568
 - b. to Town: P.O. Box 8005 Cary, NC 27512-8005 (mailing address); Attention: Lynn Brilz, P.E. – Senior Project Manager, Phone: 919-460-1047

Notice shall be effective upon the earlier of: (a) actual receipt if delivered in person or by a nationally recognized overnight courier service; or (b) 3 days after deposit in the U.S. mail, certified or registered, and postage prepaid. Each party is responsible for notifying the other of any change of address.

- d) Governing Law. This Agreement is governed by the laws of the state of North Carolina. All suits or actions related to Agreement shall be brought exclusively in Wake County, North Carolina.
- e) Public Records. Grantor acknowledges that that records in the custody of Town are public records and subject to public records requests. Town may provide copies of such records, including copyrighted records, in response to public record requests.
- f) No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- g) Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the Town's police powers or regulatory authority.

12. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written, are superseded. This Agreement may be amended only by a written document duly executed by the parties.

IN WITNESS WHEREOF, as of the day and year first above written, this Agreement has been duly executed in duplicate by the parties hereto.

TOWN OF CARY:

By: _____

Name:

Title:

GRANTOR:

By: _____

Name: Jason Hensley

Title: Executive Director

Exhibit A
Attach illustration of Access Route

DRAFT

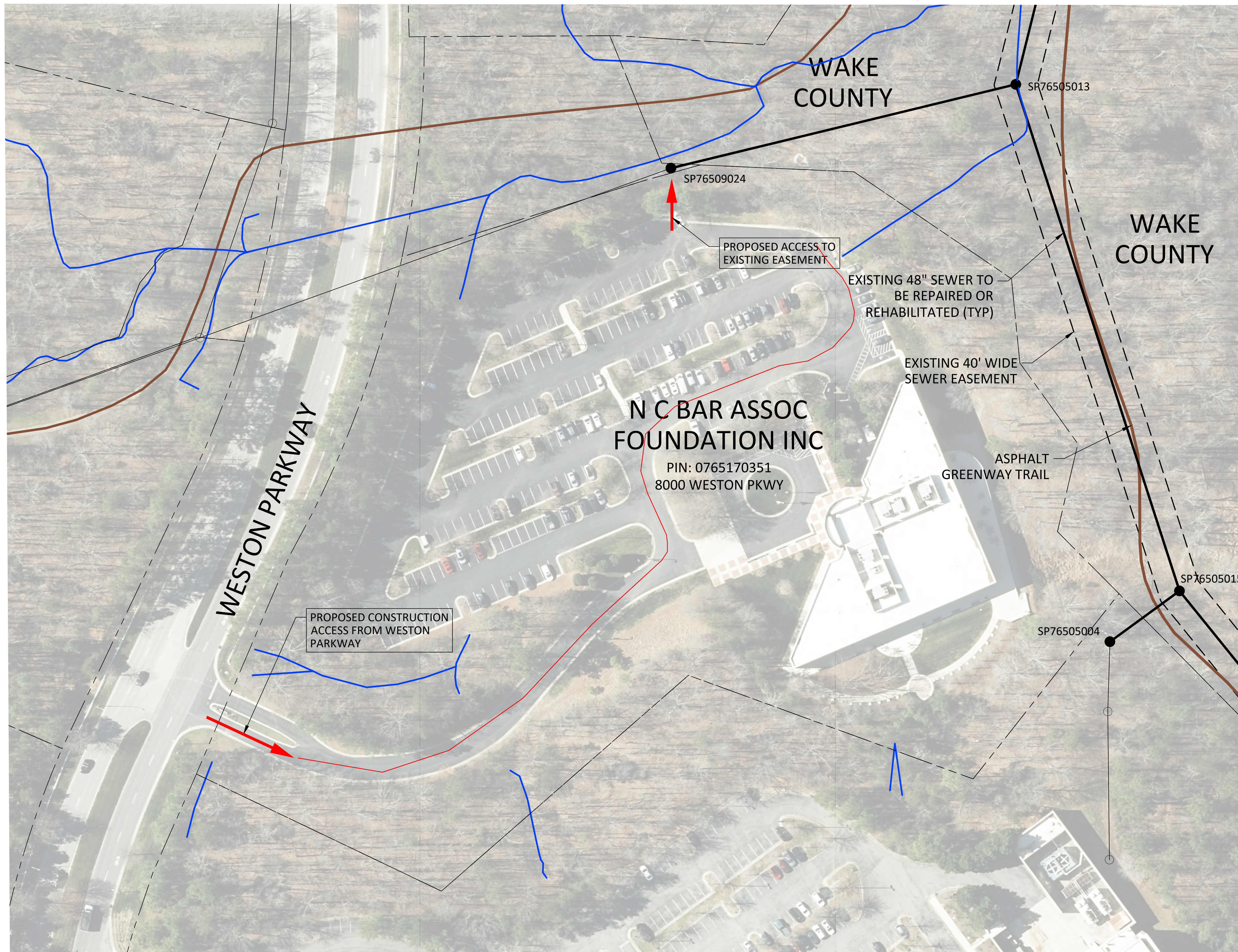
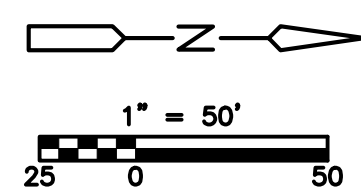


EXHIBIT A



REVISIONS	CARY PROJECT No.: SW3501
	PROJECT No.: TOC-010
	DESIGNED BY: M.COLANGELO
	DRAWN BY: L.RAIMOND
	CHECKED BY: M.COLANGELO
	APPROVED BY: M.LAMBERT
	DATE: MAY 18, 2020



Frazier Engineering, P.A.
6592 Bob White Trail
Stanley, NC 28164
Office 704.822.8444
Fax 704.822.8666

TOWN OF CARY CARY, NORTH CAROLINA
FY 20-21 SEWER REHABILITATION PROJECT
PARCEL MAP: NC BAR ASSOCIATION

SHEET No. A-1

Exhibit B

Conditions to Agreement

between the North Carolina Bar Association and the Town of Cary regarding Right of Access

1. In connection with access across the Access Route and performance of the Work, the Town, its Agents and its contractors hereby confirm the following for itself:
 - a. It has examined and familiarized itself with all applicable laws, codes, ordinances, rules and regulations that will affect the Work.
 - b. It has visited the Property, examined the Access Route and all existing conditions thereof, including the existing curb cuts, slope, grade, adjacent parking areas, pedestrian crossings, sidewalks, existing utilities and/or other improvements, including, but not limited to lighting, landscaping, irrigation lines, and structures located adjacent to, across and or over the Access Route (the existing “**Improvements**”). Upon request, Grantor agrees to provide the plans identifying where its irrigation lines, if any, have been laid.
 - c. It will take due care to minimize any and all impact and/or damage to the Access Route, any and all Improvements and the Property.
 - d. It will avoid utilizing the Access Route for delivery of large loads of materials and heavy equipment between the hours of 7:30 a.m. and 4:30p.m. on Mondays through and including Fridays. When utilizing the Access Route for the delivery of large and/or heavy materials, supplies and/or equipment, it shall implement traffic control measures, including orange cones, flag persons and directional signage to warn, protect and safely direct vehicular and pedestrian traffic within the Property and/or attempting ingress, egress or regress to or from the Property.
 - e. This Agreement is for ingress, egress and regress along the Access Route from Weston Parkway to the Town’s Easement ONLY. Accordingly, it shall (i) **not** enter any building on the Property, (ii) **not** park or store any equipment, vehicles or materials on the Property (excepting only within the boundaries of the Town’s Easement), (iii) promptly remove from the Property any and all mud, debris or trash that may be left or created by it in connection with using the Access Route; and (iv) shall provide its own temporary lavatory facilities and hydration/refreshment stations outside the boundaries of the Property except to the extent the same are within the boundaries of the Town’s Easement.
 - f. On occasions, Grantor hosts large events (“Event(s)”). Provided Grantor gives written notice to the Town at least five (5) business days prior to an Event or Events, the Town and its Agents shall not use the Access Route nor make any entry onto the Property on the date of such Event(s).
 - g. The Town has not requested any rights to utilize the Property except as is expressly set forth in this Agreement. Accordingly, it acknowledges and understands that parking located on the Property is not available for use by anyone performing any services in connection with the Work. Each of the Town, and its Agents agree for itself that it will prevent its employees, suppliers, or others under its management/control from parking on the Property and will include this requirement in the contracts with any subcontractor working on the Work. Further, each shall be responsible for locating such parking areas and arranging such transportation as is needed to accommodate the delivery of labor to and from the jobsite in a manner that will not create a nuisance or traffic hazard on the Property.

NORTH CAROLINA
WAKE COUNTY

PERMISSION TO ENTER AGREEMENT

This Permission to Enter Agreement (“Agreement”) is made by and between the BRI 1879 WESTON I LLC and BRI 1879 WESTON II LLC, Limited Liability Corporations of the state of Delaware (“Grantors”), and [SECOND PARTY], [DESCRIPTION OF SECOND PARTY’S STATUS, I.E. CORPORATION, LLC, OR BODY POLITIC] (“Grantee”).

WITNESSETH:

WHEREAS, Grantors own parcels of property located at 1001 Winstead Dr., Cary NC, 27513-2155, also identified as 0765471857, and 5020 Weston Pkwy, Cary NC, 27513-2321, also identified as 0765377804 (“Grantor Tracts”).

WHEREAS, Grantee desires to perform repair and rehabilitation activities (“Work”) on 1) an 8-inch gravity sewer line located on portions of Grantor Tracts and 2) on a 54-inch trunk sewer line located on that tract of land adjacent to the Grantor Tracts (the “Adjacent Tract”).

WHEREAS, Work on the Adjacent Tract requires that Grantee obtain a license and right-of-way over and across that portion of the Grantor Tracts described on Exhibit A attached hereto (the “Property”) for the sole purposes of 1) performing Work on the portions of 8-inch sewer line located on Property and 2) providing vehicular and pedestrian ingress and egress to and from the Adjacent Tract from and to Winstead Drive.

WHEREAS, the Grantors are willing to grant such license and right-of-way for such limited purpose and subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Purpose. The Recitals are incorporated into this Agreement. This Agreement sets forth the terms and conditions pursuant to which Grantee shall have the non-exclusive and revocable right of ingress and egress across the Property for the sole purpose of providing vehicular and pedestrian ingress and egress to and from the Adjacent Tract from and to Winstead Drive to conduct the Work.

2. Term. The term of the License (hereafter defined) shall be for twenty-one (21) months from the date Agreement is fully executed by the Parties (the “License Term”). The Grantors may extend that term by as much as three months upon receipt of a written request from Grantee. The Grantors must receive a written request to extend the Agreement at least 30 days before the expiration of the original term. Notwithstanding anything to the contrary, any extension of the term of this shall only be effective if evidenced by written agreement executed by Grantors and Grantee after the date hereof.

3. Privilege to Enter. The Grantors grant to Grantee, upon Grantee's provision to Grantors of a satisfactory certificate of insurance as outlined in section 7 of this Agreement, the nonexclusive and revocable license and right-of-way for the sole purposes of 1) performing Work on the portions of 8-inch sewer line located on Property, which shall include installation and maintenance of temporary bypass pumping; cleaning, video inspection, and repair/rehabilitation of existing sewer lines and manholes by trenchless methods; and, only as necessary, excavation activities to allow the performance of any repairs that cannot be completed via trenchless methods and 2) providing pedestrian and vehicular ingress and egress across the Property to and from the Adjacent Tract from and to Winstead Drive for the sole purpose of conducting the Work on the Adjacent Tract, which will include the installation and maintenance of temporary bypass pumps and/or piping; cleaning to rehabilitate the 54-inch trunk line sewer and upstream sewer lines, video inspection, and repair/rehabilitation of existing sewer lines and manholes by trenchless methods; performing, as necessary, minor excavations to temporarily remove sections of manholes to provide access; and, only as necessary, excavation activities to allow the performance of any repairs that cannot be completed via trenchless methods (the "License"). Grantee shall not use the Property for any other purposes. Grantee may permit its employees, contractors, and agents (together with Grantee, the "Grantee Parties"), to enter Property pursuant to and in strict accordance with this Agreement, and shall be responsible for all the acts and omissions of such employees, contractors, and agents. Grantee shall notify Grantors, in writing, when the Work is completed.

4. Responsibilities. All equipment or tools brought onto the Property by any Grantee Party, and any waste generated shall be the sole property of Grantee. Grantors shall have and assume no liability or responsibility for the safe use, protection against theft, or disposal of equipment or other property brought onto the Property or for any waste. Grantee shall have the sole responsibility and resulting liability for the proper handling, storage and disposal of any waste generated by any Grantee Party in accordance with all applicable environmental and other laws, regulations and rules. Grantee shall remove all waste from the Property and shall leave Property neat on a daily basis.

5. Laws and Regulations. Grantee Parties shall comply with all federal, state and local laws, rules and regulations, and Grantee shall be responsible for the submission of all necessary and appropriate applications, fees and plans. Rights and obligations granted or imposed upon Grantee Parties under this Agreement do not confer any right or privilege other than the specific right or privilege granted. Grantee Parties shall comply with and obtain any federal, state or local governmental approvals and permits.

6. Intentionally omitted.

7. Insurance. Grantee shall purchase and maintain during the term of this Agreement, including any extension period, insurance for protection from claims under workers' or workmen's compensation acts; Commercial General Liability Insurance (including broad form contractual liability and completed operations, explosions, collapse, and underground hazards coverage) covering claims arising out of or related to bodily injury and to real and personal property including loss of use resulting there from; and Commercial Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering bodily injury and property damage and claims arising out of or related to this Agreement.

The minimum insurance ratings for any company insuring the Grantee shall be Best's A-. The Grantee's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If Grantee is unable to find an authorized carrier for any line of insurance coverage, Grantee shall notify Grantors in writing.

Minimum limits of insurance coverage are:

General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Commercial Automobile Liability	\$1,000,000 CSL
Commercial Excess Liability / Umbrella Policy	\$5,000,000 per occurrence
Workers Comp	Statutory Limits
Employers Liability	\$1,000,000 per occurrence

All insurance policies (except Worker's Compensation) shall name the Grantors as an additional insured. Evidence of such insurance shall be furnished to the Grantors, together with evidence that each policy provides that the Grantors shall receive not less than thirty (30) days prior written notice of any cancellation or non-renewal of the policies. Upon notice of such cancellation or non-renewal, Grantee shall procure substitute insurance so as to assure the Grantors that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

8. Indemnification. To the maximum extent allowed by law, Grantee and its successors and assigns do hereby covenant and agree to defend (by counsel acceptable to Grantors), indemnify, and save harmless the Grantors, their owners, representatives, agents, officers and employees (the "Indemnified Parties") from and against any and all claims, liabilities, suits, actions, costs, penalties, fines, losses and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of resulting from or in connection with (a) any breach by any Grantee Party of any term or condition of this Agreement, (b) any breach or violation by any Grantee Party of any applicable law or regulation; or (c) the use by any Grantee Party of the License or the Property or any entry upon or use of the Property . This indemnification shall survive the termination of this Agreement.

9. Restoration. Grantee shall, at its sole expense, at all times and on a daily basis during the License Term repair and maintain the Property and the improvements thereon in a condition as reasonably similar to those that exists as of the date of this Agreement but, at a minimum, in a condition that does not create an unreasonable hardship for the Grantor or any of Grantor's tenants occupying the Grantor Tracts. Maintenance shall include all acts necessary to maintain the Property and the improvements thereon at all times and on a daily basis during the License Term in a clean, safe and orderly manner, including, without limitation, (i) maintaining, repairing, repaving and replacing as necessary the Property and the improvements thereon; (ii) removing papers, debris and other refuse from and periodically sweeping the Property and improvements thereon to the extent necessary to maintain the same in a clean, safe and orderly condition; and (iii) otherwise in compliance with all laws, codes, ordinances and permits applicable to the Property and the Grantor Tracts. In the event of any damage to or destruction of the Grantor Tracts or any portion thereof resulting from the acts or omissions of any Grantee Party, Grantee Parties shall, at their sole cost and expense, and with due diligence, immediately repair and restore any hardship Grantee creates on the Grantor Tracts to the condition similar to that prior to the damage or destruction and complete same not later than ten (10) days after the event resulting in such damage or destruction and, within thirty (30) days of the completion of Grantee's project, immediately repair and restore the Grantor Tracts to the condition similar to that prior to the damage or destruction. The terms and conditions of this paragraph shall survive the expiration or earlier termination of this Agreement.

10. The Grantee Parties shall not (i) construct, install, erect or place or permit to be installed, erected or placed, any structures, improvements, obstructions or other property upon the Property

or any other portion of the Grantor Tracts or (ii) alter or permit any alterations to be made to the Property or any other portion of the Grantor Tracts.

11. The Grantee Parties shall not allow or permit the Property or any other portion of the Grantor Tracts to be blocked, altered, or removed without Grantors' prior written consent, which consent may be conditioned, delayed or withheld in Grantors' sole discretion.

12. Expect as required to perform Work on the 8-inch sewer line located on Grantor Tracts, no parking is permitted on the Property or any other portion of the Grantor Tracts.

13. Except for the express provisions of this Agreement, Grantors have executed and delivered this Agreement, and Grantee has received and accepted this Agreement and the License, AS IS, WHERE IS, AND WITH ALL FAULTS, and without any representations or warranties whatsoever, express or implied, written or oral; it being the intention of Grantors and Grantee to expressly revoke, release, negate and exclude all representations and warranties, including, but not limited to, any and all express or implied representations and warranties as to: (a) the condition of the Property or any other portion of the Grantor Tracts or any aspect thereof, including, without limitation, any and all express or implied representations and warranties related to merchantability, or fitness for a particular use or purpose; (b) the soil conditions, drainage, topographical features, or other conditions of the Property or any other portion of the Grantor Tracts or which affect the Grantor Tracts; (c) any features or conditions at or which affect the Property or any other portion of the Grantor Tracts with respect to any particular purpose, use, development potential, or otherwise; (d) all express or implied representations or warranties created by any affirmation of fact or promise or by any description of the Property or any other portion of the Grantor Tracts; (e) any environmental, geological, or other condition or hazard or the absence thereof heretofore, now, or hereafter affecting in any manner the Property or any other portion of the Grantor Tracts; and (f) all other express or implied warranties and representations by Grantors whatsoever.

14. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property or any other portion of the Grantor Tracts to the general public, or for any public use, or purpose whatsoever.

15. In the event of a breach or threatened breach by any Grantee Party of any of the terms of this Agreement, Grantors will be entitled to (i) cure the default on behalf of Grantee and the other Grantee Parties and be reimbursed by Grantee and each other Grantee Party for each Grantors' Party's costs and expenses (including attorney's fees) together with interest at the maximum rate of interest permitted by law, (ii) pursue any and all legal and equitable remedies available as a result of a breach of this Agreement, including injunctive and specific performance, and (iii) terminate the License. The sums due under this paragraph will be payable thirty (30) days after Grantors has notified Grantee of the completion of the curative work. In the event of an emergency posing an imminent threat of damage or injury to persons or property, Grantors may immediately cure the default (without the requirement of any notice or opportunity to cure) and be reimbursed in the manner set out above. All remedies in this Agreement will be cumulative and in addition to all other remedies permitted at law or in equity. The terms and conditions of this paragraph shall survive the expiration or earlier termination of this Agreement.

16. This Agreement and the License are subject to all liens, restrictions, encumbrances, rights-of-way, restrictive covenants, and other matters of record and, all laws, regulations and ordinances of all governmental or quasi-governmental authorities affecting the Grantor Tracts or any portion thereof.

17. Notwithstanding anything in this Agreement to the contrary, Grantors shall have the right to relocate the Property by delivering written notice to Grantee.

18. Each provision of this Agreement and its application to are declared to be independent of and severable from the remainder of this Agreement. If any provision is held to be invalid or to be unenforceable or not to run with the land, this holding will not affect the validity or enforceability of the remainder of this Agreement.

19. Revocation of Permission. In the event Grantee fails to comply with the terms and conditions of this Agreement, Grantors may immediately revoke the permission to enter.

20. Miscellaneous.

a) Independent Contractor. Grantee is an independent contractor and is solely responsible for the Work and the supervision of all Grantee Parties.

b) Assignment. This Agreement and the License may not be assigned by Grantee without the prior written agreement of Grantors, which shall be in the sole discretion of Grantors.

c) Electronic Record. Grantors may convert a signed original of this Agreement to an electronic record pursuant to a North Carolina Department of Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

d) Notice. All notices shall be in writing and delivered to the other party by personal delivery, commercially recognized overnight courier service, or prepaid U.S. certified mail, return receipt requested, addressed as follows:

i. to Grantee: Town of Cary

Attn.: Lynn Brilz, P.E.

Town of Cary Utilities Department

P.O. Box 8005, Cary, NC 27512-8005

400 James Jackson Avenue, Cary, NC 27513

ii. to Grantors: [ADDRESS]

Notice shall be effective upon the earlier of: (a) actual receipt; or (b) 3 days after deposit in the U.S. mail or other service. Each party is responsible for notifying the other of any change of address.

e) Governing Law. This Agreement is governed by the laws of the state of North Carolina. All suits or actions related to Agreement shall be brought exclusively in Wake County, North Carolina.

f) No Third-Party Beneficiaries. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

21. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written, are superseded. This Agreement may be amended only by a written document duly executed by the parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, as of the day and year first above written, this Agreement has been duly executed in duplicate by the parties hereto.

GRANTORS

BRI 1879 WESTON I LLC

BRI 1879 WESTON II LLC

By: _____

By: _____

Name: [PRINTED NAME]

Name: [PRINTED NAME]

Title: [GRANTOR MANAGER/DEPUTY
MANAGE/DEPARTMENT DIRECTOR,
ETC.]

Title: [GRANTOR MANAGER/DEPUTY
MANAGE/DEPARTMENT DIRECTOR,
ETC.]

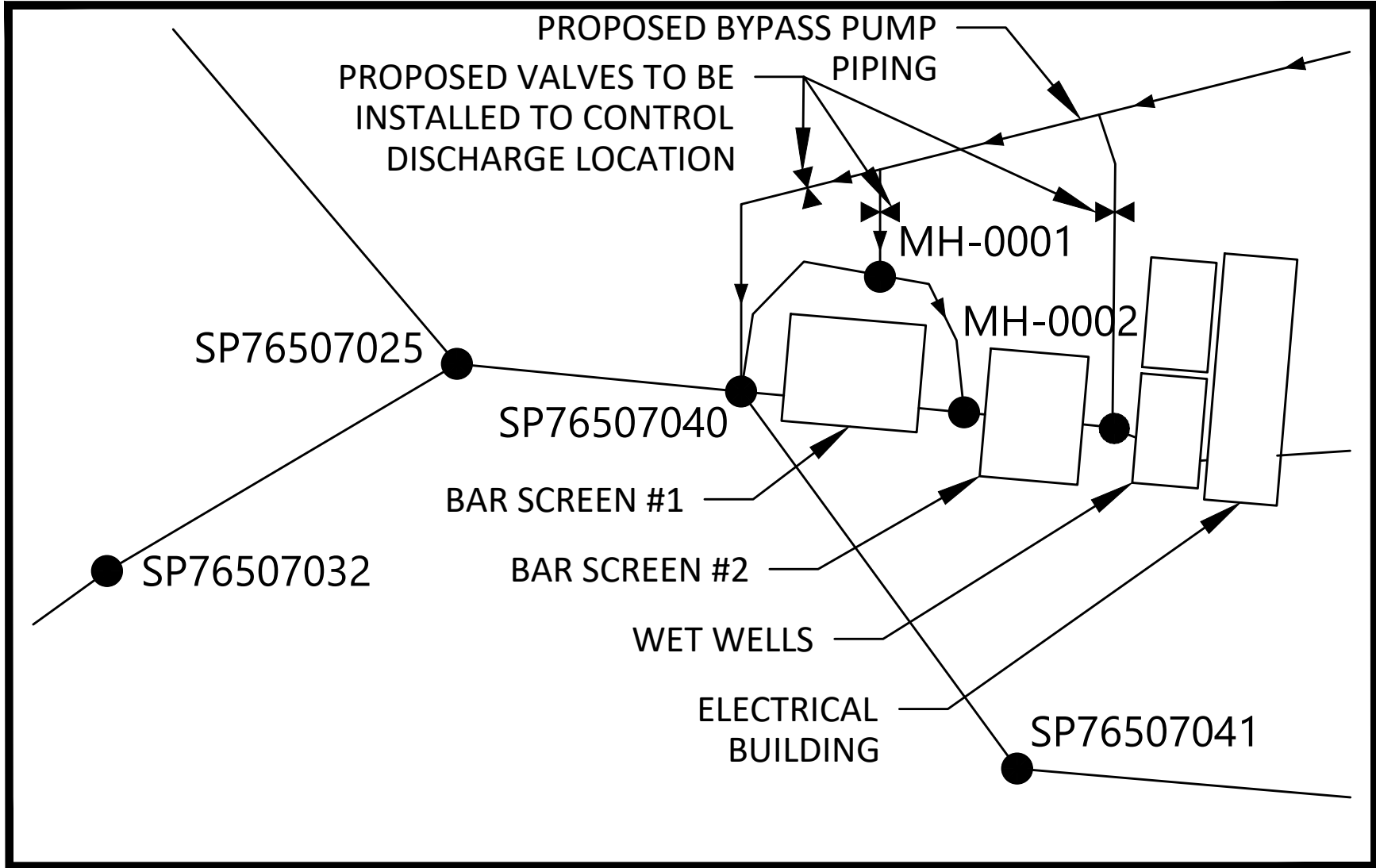
GRANTEE

TOWN OF CARY

By: _____

Name: Russ Overton

Title: Deputy Town Manager

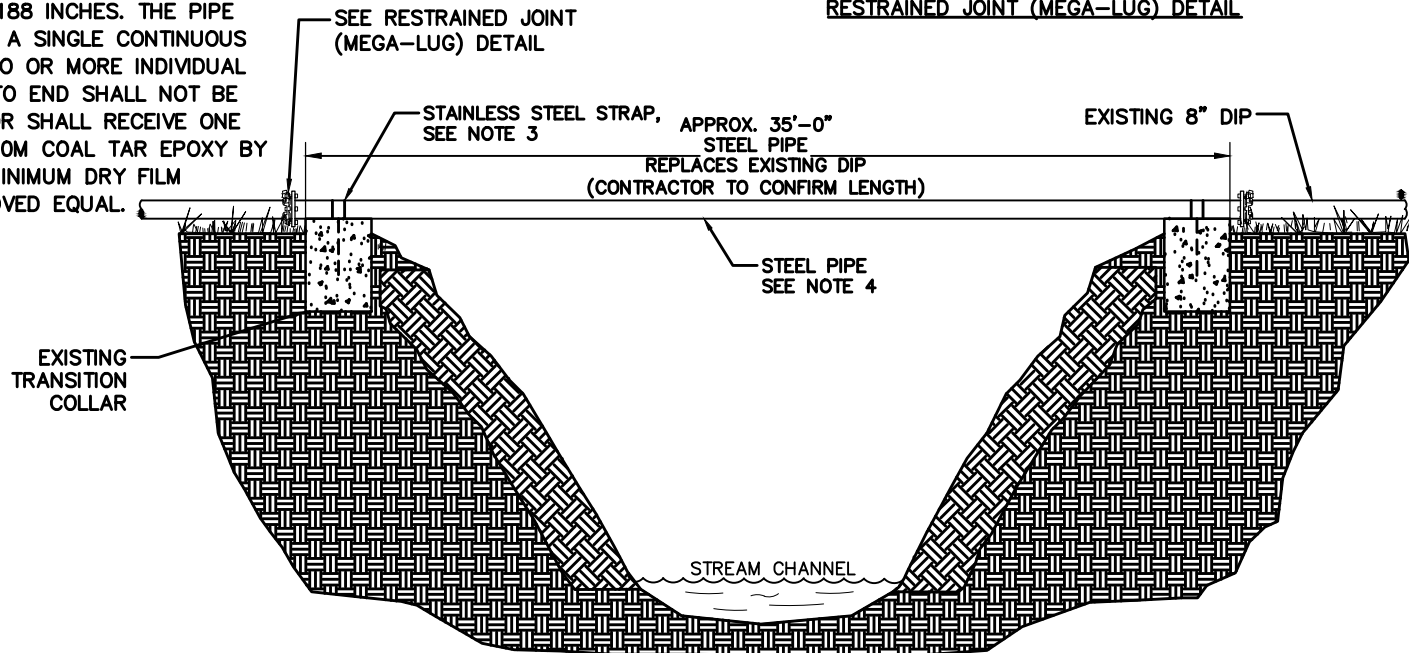
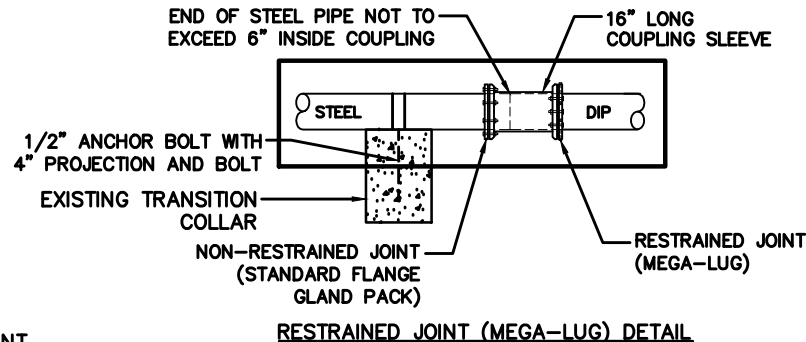


BYPASS PUMPING DISCHARGE CONFIGURATION

N.T.S

NOTES:

1. DETAIL MODIFIED FOR THE FY 20-21 SEWER REHABILITATION PROJECT.
2. INSTALL CIPP FROM SP76514015 TO SP76514005 AFTER WORK ON THIS DETAIL IS COMPLETE.
3. ATTACH STEEL PIPE TO EXISTING TRANSITION COLLARS WITH 3/8" X 2" STAINLESS STEEL STRAP WITH 2 1/2" LEG. ANCHOR BOLTS SHALL BE 1/2" WITH 4" PROJECTION AND NUT.
4. STEEL PIPE SHALL BE NEW AND MANUFACTURED OF GRADE 'B' STEEL WITH MINIMUM YIELD STRENGTH OF 35,000 PSI IN ACCORDANCE WITH ASTM A139 AND A283. MINIMUM WALL THICKNESS SHALL BE 0.188 INCHES. THE PIPE SHALL BE PRODUCED IN A SINGLE CONTINUOUS LENGTH. WELDING OF TWO OR MORE INDIVIDUAL PIECES TOGETHER END TO END SHALL NOT BE PERMITTED. THE EXTERIOR SHALL RECEIVE ONE COAT OF BITUMASTIC 300M COAL TAR EPOXY BY CARBOLINE - 16 MILS MINIMUM DRY FILM THICKNESS - OR APPROVED EQUAL.



AERIAL CROSSING DETAIL FOR SP76514015 TO SP76514005



DETAIL No.
07000.18
 SHEET 1 OF 2
 (MODIFIED)