



**Wake Forest Board of Commissioners Work Session
Meeting Agenda
February 3, 2026 – at 6:00 PM
All items listed are for discussion and possible action.**

Notice

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Town of Wake Forest will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For individuals with impaired hearing, special equipment is available for use during meetings in the Town Hall board chambers. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Town of Wake Forest should contact the office of ADA Coordinator [Mickey Rochelle](#) at 919-435-9455 or Town Clerk [Evelyn Wright](#) at 919-435-9432 as soon as possible, but no later than 48 hours before the scheduled event.

Cable & Online Broadcast of Board of Commissioners Meetings

All Board of Commissioners meetings are broadcast live on [WFTV 10](#) beginning at 6 p.m. Meetings are also aired online on the [Public Meetings Portal](#) on the [Town of Wake Forest website](#). Archived meeting videos are also provided and available for one year after the original air date.

Meeting Agendas

The [Board of Commissioners](#) meeting agenda is available to be viewed and downloaded by noon on the Friday prior to the third Tuesday of each month. Citizens may request copies of the agenda or submit questions concerning agenda items by calling the Deputy Town Clerk's office at 919-435-9432. Citizens may also receive a copy of each month's agenda via email by enrolling in the free [E-Notifier](#) subscription service.

Public Hearings

When an agenda item is denoted as a [Public Hearing](#), persons attending shall be permitted to address the Board of Commissioners regarding the item under consideration with those speaking in favor first and those against speaking second. Proponents and opponents shall each be given three minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed three minutes each to express his/her comments, ideas, concerns, expressions, and desires. Only comments on a Public Hearing will be allowed during this time.

Public Comment

During the Public Comment period, anyone wishing to address the Board of Commissioners concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the Board of Commissioner Public Comment Form on the [Town website](#). Then, during the Public Comment portion of the meeting, The Mayor will recognize you and invite you to the podium at which time you will have three minutes to speak. Thank you for your cooperation.

1. Presentations

- 1.1 Consideration of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, the construction portion of the contract for Fire Station 6.

[Agenda Summary Fire Station Six GMP.pdf](#)

[Attachment A Fire Station Six Image](#)

[Attachment B Fire Station Six Amendment 001 Burn Tower](#)

[Attachment C Fire Station Six Amendment 002 Construction Services GMP](#)

[Attachment D Resolution](#)

2. Discussion of Monthly Financial Report

- 2.1 Discussion of December Financial Summaries

[Monthly Financial Report_summary.pdf](#)

[December 31, 2025 Financial Summaries.pdf](#)

3. Review of Draft Agenda for Upcoming Regular Meeting

- 3.1 February 17, 2026 Draft Agenda

[Board of Commissioners \(21\).pdf](#)

4. Other Business

- 4.1 Consideration of the Town of Wake Forest's Special Event Policy update

[Summary Sheet_Consideration of Town of Wake Forest Special Event Policy update.docx](#)

[2026 Special Events Policy_rev 2_3_26.pdf](#)

- 4.2 Consideration of Approval of a Resolution to Support Development of the S-Line Rail Corridor and to Provide Local Funding to Match a Federal Grant Opportunity for Mobility Hub Construction Activities

[Agenda Summary](#)

[Resolution](#)

- 4.3 Interview and Possible Selection to Fill the Vacant BOC Seat

5. Commissioner Reports

6. Adjournment



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-778-

Submitted by: Allison Snyder, Public Buildings

Submitting Department: Public Buildings

Meeting Date: February 3, 2026

Subject

Consideration of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, the construction portion of the contract for Fire Station 6.

Recommendation:

Authorize staff to place amendment on consent agenda for approval at regular meeting.

item Summary:

ATTACHMENTS:

- [Agenda Summary Fire Station Six GMP.pdf](#)
- [Attachment A Fire Station Six Image](#)
- [Attachment B Fire Station Six Amendment 001 Burn Tower](#)
- [Attachment C Fire Station Six Amendment 002 Construction Services GMP](#)
- [Attachment D Resolution](#)

Agenda Item: Consideration of a resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, the construction portion of the contract for Fire Station 6.

Summary: A Request for Proposals, RFP #2023-0001, was issued on January 22, 2024, and the Town received six responses by the published deadline of February 28, 2024. Based on the review of the RFP responses, and interviews of three final firms, the Town selected the highest ranked firm, Edifice LLC. The Board of Commissioners approved the design build contract with Edifice LLC on August 20, 2024.

Following completed designs, bids were requested and due on December 29, 2025. Upon bid review, Edifice LLC provided a guaranteed maximum price based on the design of fire station six, associated training room, and burn tower for training. The station and training room fee totals \$17,230,686.00; the training tower totals \$1,323,221.00 for a combined total of \$18,553,907.

Contracts are attached and staff will present an overview. Staff are requesting authority to place the contract on consent at the next regular meeting.

Attachments:

Attachment A Fire Station Six Image

Attachment B Fire Station Six Amendment 001 Burn Tower

Attachment C Amendment 002 Construction Services GMP

Attachment D Resolution



Town of Wake Forest

Fire Station No. 06

Wake Forest, North Carolina

Amendment 001

Burn Tower

October 3, 2025



4111 South Blvd

Charlotte, NC 28209

www.edificeinc.com

Town of Wake Forest
Fire Station No. 06 – Burn Tower
Amendment 001 – Table of Contents

- Exhibit A – AIA 141 Design-Build Amendment
- Exhibit B – GMP Worksheet
- Exhibit C – Clarifications
- Exhibit D – Contract Documents Log



AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the **20th** day of **August** in the year **2024** (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

New Wake Forest Fire Station No. 6
1621 and 1701 Wait Avenue (near the intersection of Wait Avenue and Old Murray Drive in eastern Wake Forest. The Wake County PIN numbers are 1850578617 and 1850670578)

THE OWNER:
(Name, legal status and address)

The Town of Wake Forest, North Carolina
301 South Brooks St.
Wake Forest, NC 27587-2901
Telephone: 919-435-9400

THE DESIGN-BUILDER:
(Name, legal status and address)

Edifice, LLC
4111 South Boulevard (28209)
Post Office Box 36349
Charlotte, North Carolina 28236
North Carolina General Contracting License #10514

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

- [] Stipulated Sum, in accordance with Section A.1.2 below
- [] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- [X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

Five percent (5%) of the Cost of Work

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed **Two Million Seven Hundred and Seventy-Nine Thousand Five Hundred and Twenty-Six Dollars (\$ 2,779,526.00)**, subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

Original Contract Value for Preconstruction Services	\$1,456,305.00
Amendment 001 – Burn Tower	\$1,323,221.00
New Contract Value	\$2,779,526.00

(Insert specific provisions if the Design-Builder is to participate in any savings.)

If the "Total Cost of the Work", which equals the Cost of the Work as defined in Article 5 plus the Contractor's Fee, is less than the value of the Guaranteed Maximum Price (GMP), then the difference between the Total Cost of the Work and the GMP shall be split as follows: 60 % shall be distributed to the Owner 40 % shall be distributed to the Design Builder. This savings includes any savings from the Construction contingency and the project but does not include any savings from the Owner's Contingency. Separate Contingencies will be set up within the guaranteed maximum price, including a Construction Contingency for use by the Design-Builder and an Owner's Contingency for use by the Owner.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide information below or reference an attachment.)

See Exhibit B – GMP Worksheet

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

Not Applicable.

§ A.1.4.3.4 Unit Prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
To be determined.		

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Exhibit C - Clarifications

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the **twenty-fifth (25th)** day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the **twenty-five (25th)** day of the **following** month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than **thirty (30)** days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit **payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other** evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Subtract the aggregate of previous payments made by the Owner;
- .4 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .5 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than **Four Hundred and Eighty-Nine (489)** days from the date this Amendment is **executed**, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

This is amendment for the design, procurement fabrication and installation of the burn tower.

The Design-Builder shall pay to the Town one thousand dollars and no/100 (\$1,000.00) in liquidated damages relating to the failure to achieve Substantial Completion by the agreed upon deadlines in the Design-Build Amendment. This payment will occur daily until substantial completion is met.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See Exhibit D – Contract Document Log

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

See Exhibit D – Contract Document Log

Number	Title	Date
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§ 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 Design-Builder'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:

Init.

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

Not Applicable

.2 Contingencies

Separate project Contingencies will be set up within the GMP. A Construction Contingency (max 4%) for use by the Construction Manager and an Owner's Contingency for use by the Owner (max 4% but can be revised at the request of the owner). Any unused Owners contingency will be returned to the owner in full. Any unused Construction Contingency will be split 60 percent (owner) /40 percent (Design Builder) between the owner and Design Builder. Construction Contingency will be used for various uses during the construction phase of the project which includes but not limited to scope gaps in the bidding of the project, correction of unknown deficient work, defaulting subcontractors, unforeseen items, acceleration, and other items that the project team deems appropriate for the project. Construction contingency requests will be submitted accordingly for approval by the owner prior to commitment.

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See Exhibit C - Clarification

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

See Exhibit C – Clarification

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Burn Towner Submittal will be provided to Wake Forest for final approval prior to release for fabrication.

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, SUB-CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

TBD

.2 Project Manager

TBD

.3 Others

TBD

§ A.4.2 The Design-Builder shall retain the following Consultants, **Sub-Contractors** and suppliers, identified below:

(List name, discipline, address and other information.)

Architecture:

ADW Architects, p.a.

2815 Coliseum Drive, Suite 500, Charlotte, NC 28217 704-379-1919

Structural Engineering:

Init.

/

Stewart Engineering
223 S West St Suite 1100
Raleigh, NC 27603
919-380-8750
Charley Lewis, P.E., Clewis@stewartinc.com

Mechanical, Electrical, Plumbing, Fire Sprinkler, & IT Engineering
Optima Engineering
150 Fayetteville Street
Raleigh, NC 27601
919-929-2200
John Mathews, P.E., JMathews@optimapa.com

Site/Civil Engineering & Landscape Design
TIMMONS Group
5410 Trinity Rd Unit 102
Raleigh NC, 27307
919-866-4951
Blake Hall, blake.hall@timmons.com

Burn Tower Design/Engineering
Forge Fire & Company
930 N Sandusky Ave
Bucyrus, OH 44820
561-613-2927
Chad Smith, csmith@forgefireandco.com
Others may be added if necessary

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

(Table deleted)

The following personnel's cost shall be included in the Cost of the Work at the following rates:

Project Executive	\$ 1,500/week
Construction Manager	\$ 1,200/week
Project Manager	\$ 4,584/week
Assistant Project Manager	\$ 2,865/week
Superintendent	\$ 4,584/week
Area Superintendent	\$ 4,012/week
Assistant Superintendent	\$ 2,865/week
Quality Control Manager	\$ 2,865/week
Project Assistant	\$ 662/week

Cost shall commence approximately two (2) weeks prior to the start of construction and conclude upon Final Completion. The above stated rates include each person's base salary and burdens described in Article 5.1.1.4.

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1. **Costs of this Article 5.1.1.4 for those personnel identified in Article 5.1.1.2 are included in the stated rates. Costs as noted in this Article 5.1.1.4 for those personnel associated with Article 5.1.1.1 are to be considered actual Cost of the Work at the reimbursable rate of 49%.**

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 **Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Sub-Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 **Costs of Materials and Equipment Incorporated in the Completed Construction**

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 **Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, **temporary utilities**, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, **telephones, internet, cell phones for those personnel identified in Article 5.1.12**, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.4.6 **That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, including but not limited to: vehicles and fuel for Superintendents and Project Managers and the meals and living expenses of those personnel identified in Article 5.1.1.2.**

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

General Liability Insurance	0.90% of the Cost of Work
Builder's Risk Insurance	0.35% of the Cost of Work
Design-Builder Payment and Performance Bonds	1.25% of the Cost of Work
Professional Liability & Pollution Insurance	0.10% of the Cost of Work
Subcontractor's Default Insurance	1.25% of the Cost of Work

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work. **To be considered cost at the reimbursable rate of 0.25% of Cost of Work.**

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure

to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work; **and**
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract; **and**
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of

the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

THE TOWN OF WAKE FOREST, NORTH CAROLINA

EDIFICE, LLC



OWNER (Signature)

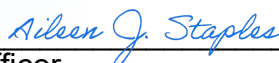
Kip Padgett, Town Manager
(Printed name and title)



DESIGN-BUILDER (Signature)

Michael A. Carlisto, Executive Vice President
(Printed name and title)

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


Finance Officer



Wake Forest Fire Station No.6

Amendment 001 - Burn Tower

Wake Forest, NC



09/26/25

Description	Subcontractor	Value
Burn Tower	Forge Fire & Company	1,140,400
Trade Package Cost of Work Subtotal		1,140,400
Contractors Contingency (3%)		34,212
Owners Contingency (3%)		34,212
Technology Fee		3,151
Subcontractor Default Insurance		14,683
General Liability Insurance		11,342
Builders Risk Insurance		4,411
Pollution Insurance		1,260
Payment and Performance Bond		16,540
Construction Cost of Work		1,260,210
Design-Build Fee		63,011
Construction Total		1,323,221



EXHIBIT C – Clarifications
Wake Forest Fire Station No. 06 – Amendment 001

1. Pricing is only for the design-build of the Wake Forest Fire Station No. 06 Burn Tower training facility. All other aspects related to this project will be addressed in a future Amendment.
2. Pricing includes design, fabrication and installation of the burn tower training facility.
3. Pricing does not include stone and concrete foundation for the burn tower. This will be addressed in future Amendment.
4. Payment Terms for Burn Tower Subcontractor: 50% down payment is required for hire. 25% will be due at mid-point with the remaining 25% due at completion of the project.
5. Retainage will not be held on Burn Tower Subcontractor.
6. Pricing is per the contract documents shown and described in Exhibit D – Contract Documents Log.
7. Pricing includes all sales taxes applicable to the project.
8. Pricing includes all insurance necessary to perform the above scope of work.
9. Pricing does not include permits, special inspections, onsite testing or material testing.
10. No Business Licenses or fees have been included.
11. Subcontractor Default Insurance at a rate of 1.25% of the value of the subcontracts.



Exhibit D – Contract Documents Log

Wake Forest Fire Station No. 06 – GMP Amendment 001

09/26/26

TYPE	DRAWING NUMBER	TITLE	ISSUE DATE
Estimate 1290	N/A	Burn Tower Estimate	09/11/25
Wake Forest Master ASS'Y AB	N/A	Elevation - Rendering	09/17/25
Wake Forest Master ASS'Y AD	N/A	Elevation - Rendering	09/17/25
Wake Forest Master ASS'Y BC	N/A	Elevation - Rendering	09/17/25
Wake Forest Master ASS'Y CD	N/A	Elevation - Rendering	09/17/25
Wake Forest Master ASS'Y L1	N/A	Level 1 - Rendering	09/17/25
Wake Forest Master ASS'Y L2	N/A	Level 2 - Rendering	09/17/25
Wake Forest Master ASS'Y L3	N/A	Level 3 - Rendering	09/17/25
Wake Forest Master ASS'Y L4	N/A	Level 4 - Rendering	09/17/25
Wake Forest Master ASS'Y	N/A	Overall Rendering	09/17/25

Town of Wake Forest

Fire Station No. 06

Wake Forest, North Carolina

Amendment 002

Construction Services GMP

December 29, 2025



4111 South Blvd

Charlotte, NC 28209

www.edificeinc.com

Town of Wake Forest
Fire Station No. 06 – Construction Services GMP
Amendment 002 – Table of Contents

- Exhibit A – AIA 141 Design-Build Amendment
- Exhibit B – GMP Worksheet
- Exhibit C – Clarifications
- Exhibit D – Drawing Log
- Exhibit E – Specification Log
- Exhibit F – Forge Fire & Company’s “Release of Liability and Voluntary Assumption of Risk” form



AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the **29th** day of **December** in the year **2025** (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

New Wake Forest Fire Station No. 6

1621 and 1701 Wait Avenue (near the intersection of Wait Avenue and Old Murray Drive in eastern Wake Forest. The Wake County PIN numbers are 1850578617 and 1850670578

THE OWNER:

(Name, legal status and address)

The Town of Wake Forest, North Carolina

301 South Brooks St.

Wake Forest, NC 27587-2901

Telephone: 919-435-9400

THE DESIGN-BUILDER:

(Name, legal status and address)

Edifice, LLC

4111 South Boulevard (28209)

Post Office Box 36349

Charlotte, North Carolina 28236

North Carolina General Contracting License #10514

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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

Init.

/

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User Notes:

(1665546099)

- [] Stipulated Sum, in accordance with Section A.1.2 below
- [] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- [X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

Five percent (5%) of the Cost of Work

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed **Twenty Million Ten Thousand Two Hundred and Twelve Dollars (\$ 20,010,212.00)**, subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

Original Contract Value for Preconstruction Services	\$1,456,305.00
Amendment 001 – Burn Tower	\$1,323,221.00
Amendment 002 – Construction Services GMP	\$17,230,686.00
New Contract Value	\$20,010,212.00

(Insert specific provisions if the Design-Builder is to participate in any savings.)

If the "Total Cost of the Work", which equals the Cost of the Work as defined in Article 5 plus the Contractor's Fee, is less than the value of the Guaranteed Maximum Price (GMP), then the difference between the Total Cost of the Work and the GMP shall be split as follows: 60 % shall be distributed to the Owner 40 % shall be distributed to the Design Builder. This savings includes any savings from the Construction contingency and the project but does not include any savings from the Owner's Contingency. Separate Contingencies will be set up within the guaranteed maximum price, including a Construction Contingency for use by the Design-Builder and an Owner's Contingency for use by the Owner.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide information below or reference an attachment.)

See Exhibit B – GMP Worksheet

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

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User Notes:

(1665546099)

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

See Exhibit B – GMP Worksheet.

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Mass Rock Removal & Dispose Off-Site	Cubic Yards	\$155.00/CY
2. Trench Rock Removal & Dispose Off-Site	Cubic Yards	\$375.00/CY
3. Unsuitable Soil Removal & Dispose Off-Site	Cubic Yard	\$30.00
4. Replacement of Removed Rock or Unsuitable Soils with Off-Site Suitable Soils in-place.	Cubic Yards	\$18.00/CY
5. Replacement of Removed Rock of Unsuitable Soils with on-site Suitable Soil in-place	Cubic Yards	\$11.00/CY

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Exhibit C - Clarifications

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the **twenty-fifth (25th)** day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the **twenty-five (25th)** day of the **following** month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than **thirty (30)** days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit **payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other** evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract

Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 **During Construction**, deduct the Design-Builder's Fee, less retainage of five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion. **When the project is fifty percent (50%) complete the retainage percentage withheld on the Contractor by the Owner will be reduced to two and one-half percent (2.5%) and remain at two and one-half percent (2.5%) until Substantial Completion. Upon achieving Substantial Completion, the Owner will withhold one hundred fifty percent (150%) of the cost of outstanding punch list items and release the balance of retainage to the Contractor;**
- .4 Subtract retainage of 5 percent (5%) from that portion of the Work that the Design-Builder self-performs; **retainage will not be figured on any Design, Preconstruction Services, or Burn Tower scope per Amendment 001.**
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than **Four Hundred and Seventy-Two (472)** days from the latter of (1) Date of the Fully Executed GMP Amendment or (2) Receipt of all applicable permits , or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The contract time in this Amendment supersedes the contract time per Amendment 001.

The Design-Builder shall pay to the Town one thousand dollars and no/100 (\$1,000.00) in liquidated damages relating to the failure to achieve Substantial Completion by the agreed upon deadlines in the Design-Build Amendment. This payment will occur daily until substantial completion is met.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

Not Applicable

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See Exhibit E – Specification Log

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

See Exhibit D – Drawing 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 Design-Builder'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 and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances (included in this Amendment)

1.	Unsuitable Soil:	\$72,575.00
2.	Traffic Signaling Infrastructure:	\$40,000.00
3.	BDA:	\$50,000.00
4.	Electronic LED Reader Board for Monument Sign:	\$50,000.00
5.	Window Film:	\$2,500.00

.2 Contingencies

Separate project Contingencies will be set up within the GMP. A Construction Contingency (max 4%) for use by the Construction Manager and an Owner's Contingency for use by the Owner (max 4% but can be revised at the request of the owner). Any unused Owners contingency will be returned to the owner in full. Any unused Construction Contingency will be split 60 percent (owner) /40 percent (Design Builder) between the owner and Design Builder. Construction Contingency will be used for various uses during the construction phase of the project which includes but not limited to scope gaps in the bidding of the project, correction of unknown deficient work, defaulting subcontractors, unforeseen items, acceleration, and other items that the project team deems appropriate for the project. Construction contingency requests will be submitted accordingly for approval by the owner prior to commitment.

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See Exhibit C - Clarification

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

See Exhibit C – Clarification

Init.

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Burn Towner Submittal will be provided to Wake Forest for final approval prior to release for fabrication.

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, SUB-CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

TBD

.2 Project Manager

TBD

.3 Others

TBD

§ A.4.2 The Design-Builder shall retain the following Consultants, Sub-Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

Architecture:

ADW Architects, p.a.

2815 Coliseum Drive, Suite 500, Charlotte, NC 28217 704-379-1919

Structural Engineering:

Stewart Engineering

223 S West St Suite 1100

Raleigh, NC 27603

919-380-8750

Charley Lewis, P.E., Clewis@stewartinc.com

Mechanical, Electrical, Plumbing, Fire Sprinkler, & IT Engineering

Optima Engineering

150 Fayetteville Street

Raleigh, NC 27601

919-929-2200

John Mathews, P.E., JMathews@optimaeng.com

Site/Civil Engineering & Landscape Design

TIMMONS Group

5410 Trinity Rd Unit 102

Raleigh NC, 27307

919-866-4951

Blake Hall, blake.hall@timmons.com

Burn Tower Design/Engineering

Forge Fire & Company

930 N Sandusky Ave

Bucyrus, OH 44820

561-613-2927

Chad Smith, csmith@forgefireandco.com

Others may be added if necessary

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

(Table deleted)

The following personnel's cost shall be included in the Cost of the Work at the following rates:

Project Executive	\$ 1,500/week
Construction Manager	\$ 1,200/week
Project Manager	\$ 4,584/week
Assistant Project Manager	\$ 2,865/week
Superintendent	\$ 4,584/week
Area Superintendent	\$ 4,012/week
Assistant Superintendent	\$ 2,865/week
Quality Control Manager	\$ 2,865/week
Project Assistant	\$ 662/week

Cost shall commence approximately two (2) weeks prior to the start of construction and conclude upon Final Completion. The above stated rates include each person's base salary and burdens described in Article 5.1.1.4.

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1. **Costs of this Article 5.1.1.4 for those personnel identified in Article 5.1.1.2 are included in the stated rates. Costs as noted in this Article 5.1.1.4 for those personnel associated with Article 5.1.1.1 are to be considered actual Cost of the Work at the reimbursable rate of 49%.**

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 **Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Sub-Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, **temporary utilities**, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, **telephones, internet, cell phones for those personnel identified in Article 5.1.12**, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.4.6 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, including but not limited to: vehicles and fuel for Superintendents and Project Managers and the meals and living expenses of those personnel identified in Article 5.1.1.2.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

General Liability Insurance	0.90% of the Cost of Work
Builder's Risk Insurance	0.35% of the Cost of Work
Design-Builder Payment and Performance Bonds	1.25% of the Cost of Work
Professional Liability & Pollution Insurance	0.10% of the Cost of Work
Subcontractor's Default Insurance	1.25% of the Cost of Work

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.
To be considered cost at the reimbursable rate of 0.25% of Cost of Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 Not Used

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work; **and**
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract; **and**
- .6 Any cost not specifically and expressly described in Section A.5.1; and

- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

THE TOWN OF WAKE FOREST, NORTH CAROLINA

EDIFICE, LLC

OWNER (Signature)

(Printed name and title)



DESIGN-BUILDER (Signature)

Michael A. Carlisto, Executive Vice President

(Printed name and title)

Exhibit B - GMP Worksheet

Wake Forest Fire Station No. 6

GMP Amendment 002 - Remaining Scopes - Final GMP



Trade Package Descriptions	Subcontractor	Direct Costs
Final Clean	Boiler Logistics	\$19,360
General Requirements	Edifice	\$100,000
Concrete	Raleigh East Concrete	\$689,700
Masonry	Old North State Masonry	\$1,450,500
Steel	Steel Specialties	\$848,500
Millwork	MasterKraft	\$200,000
Waterproofing	Taylor Interiors	\$168,000
Roofing	Bardi-Davis Construction	\$299,000
Spray Insulation	Warco	\$14,100
Siding and Trim	The CHE Companies	\$21,584
Doors, Frames and Hardware	Martin Architectural Products	\$207,383
Glass and Glazing	Gregory Glazing Company	\$359,962
Bi-Parting & Overhead Doors	The Overhead Door Co of Greensboro	\$251,469
Smoke Curtain	The Overhead Door Co of Greensboro	\$24,103
Drywall	NJR Construction	\$452,000
Acoustical Ceilings	NJR Construction	\$75,000
Flooring	Garmon and Company	\$176,290
Tile	Concordia Building Company	\$94,216
Painting	E. Caligari & Sons	\$104,000
Specialties	Martin Architectural Products	\$157,870
Canopies and Awnings	Southeastern Architectural Systems	\$293,500
Operable Partitions	M. Michael Elks Co	\$40,115
Lockers	Martin Architectural Products	\$44,410
Signage	Duncan-Parnell	\$34,777
Window Treatments	CWT Group	\$16,495
Elevator	OTIS	\$119,500
Fire Protection	Regional Fire Services	\$116,400
Plumbing	Flow-Rite Plumbing	\$723,277
HVAC	East Bound Mechancial	\$1,071,000
Electrical	Pitt Electric	\$1,430,000
Sitework	Fred Smith Company	\$3,439,249
Landscaping	Southern Garden	\$129,921

Allowances (included)		
Unsuitable Soil	Fred Smith Company	\$72,575
Traffic Signaling Infrastructure	TBD	\$40,000
No. 6: BDA - CLARIFICATION	TBD	\$50,000
No. 7 Electronic LED Reader Board for Monument Sign	TBD	\$50,000
Window Film Allowance	TBD	\$2,500

Accepted Alternates (included)		
Alternate #2: Add K-13 sprayed insulation (ASF-2 LT Gray) at Apparatus Bay Roof Deck.	Warco	\$39,000
Alternate #3: 60 Mil PVC Roofing in lieu of 60 Mil TPO Roofing.	Bardi-Davis Construction	\$28,000
Alternate #6: Door Engineering and Manufacturing preferred alternate.	The Overhead Door Co of Greensboro	\$0
Alternate #7: Preferred Manufacturer for Safe-Air and Plymovent Apparatus Bay Vehicle Exhaust System.	East Bound Mechancial	\$0
Alternate #8: Preferred Manufacturer for Pelican HVAC Controls and Thermostats	East Bound Mechancial	\$0

Subtotal **\$13,453,756**

General Conditions	\$977,950
Designer CA	\$322,264
Design-Build Contingency - 3%	\$442,619
Information Technology - 0.25%	\$39,972
General Liability Insurance - 0.90%	\$143,898
Builder's Risk Insurance - 0.35%	\$55,960
Pollution Insurance - 0.1%	\$15,989
Subcontractor Default Insurance - SDI - 1.25%	\$179,237
Utility Tap/Connection Fee Allowance	\$105,122
Permit Allowance	\$36,485
Design-Build Performance & Payment Bonds - 1.25%	\$215,384

Total Cost of Work **\$15,988,635**

Design-Build Fee - 5% **\$799,432**

Owner Contingency - 3% \$442,619

GMP Amendment 02 Value **\$17,230,686**

Preconstruction Value	\$1,456,305
GMP Amendment 01 Value - Burn Tower	\$1,323,221

Total GMP Value **\$20,010,212**



EXHIBIT C – Clarifications

Wake Forest Fire Station No. 6 – GMP Amendment 002

1. Building permits and, tap and capacity fees allowance values are included.
2. Unless specifically shown, no costs for utility relocation(s), in the ground or overhead, have been included.
3. Pricing includes all sales taxes applicable to the project.
4. Pricing does not include special inspections, onsite geotechnical or construction materials testing. This scope will be provided by Wake Forest.
5. Pricing does not include an unclassified site. Please see unit rates and allowances.
6. New utilities such as water, sewer, gas, power, cable or other utility services being brought to the site have not been included. Edifice will connect to these utilities, per the locations noted on the contract documents.
7. We do not have any removal of hazardous soils or materials or any other contaminated materials or any unforeseen underground obstructions. These items will be handled by Owner changer orders and not with the use of design builder contingency.
8. 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. These items will be handled by Owner changer orders and not with the use of design builder contingency.
9. Any NCDOT and required encroachment permits are not included. These are to be provided by the Town of Wake Forest and needed prior to the start of construction.
10. 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.
11. No security personnel or surveillance systems have been included.
12. 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
13. 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.
14. 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.
15. Closeout procedures, demonstration and training format and turnover will be mutually agreed between Edifice and the Town of Wake Forest.
16. We have not included camera inspections of existing utilities.
17. Edifice has included a design build contingency for Edifice's exclusive use for construction related items not anticipated or fully scoped, scope gaps, design issues, etc. Edifice will report any contingency usage to the project team before it is used.
18. Edifice has included an Owner's Contingency for the Owner's use for additions, changes, or modifications to the project scope of work.
19. If an Allowance is used up, Edifice reserves the right, with approval from the Town of Wake Forest, 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 Wake Forest on additional funds to satisfy the work associated with those allowances.
20. We have included a concrete pad for the transformer and (2) 6" conduits from the property line to the transformer pad per the contract documents. With exception to the conduit and transformer pad listed above, any costs to provide & install a new primary building transformer, power feeds to the transformer from main supply lines near the site, & other associated work to bring power into the site is by the utility company. All work associated with the primary underground electrical feed to the

transformers (by others) is the responsibility of the utility company.

21. Third party UL labeling of any specified item or owner supplied item that does not come labeled is not included.
22. Asphalt prices are subject to escalation based on the November 2025 NCDOT pricing index price for AC binder at the time of this executed GMP package.
23. We have not included any remedial work to be done to the subgrade to achieve the proper bearing capacity. This includes mechanically drying, lime or cement stabilization. Existing soil capacity is assumed to meet design requirements for both drives and building pads.
24. No provisions have been included for concrete admixtures if required for schedule acceleration.
25. No provisions have been included for climate control to install concrete in inclement weather or during lower temperatures.
26. Drywall costs are based on a level 4 finish for walls and ceilings exposed to view. Level 5 finish will be provided if clearly defined locations are shown on the contract documents.
27. A sprinkler system per plan has been included which is based on an adequate water supply and pressure being available to the site. No provisions for a fire pump, storage tank or enclosure have been included. No additional off-site utility work to get to an adequate source has been included.
28. We have not included temporary or permanent equipment to condition air for drywall installation or any other products or systems prior to the running of permanent HVAC equipment. Job site conditions will be evaluated as needed during construction. If additional equipment or measures are needed for certain work to take place the owner, architect and Edifice will review all options on how this can be achieved. Drywall will be installed prior to having conditioned air in the building. Edifice will make sure areas are dry and protected from weather elements and will remove and replace any damaged or wet drywall affected by weather.
29. GMP is based on the following items provided and installed by the owner: Security, voice and data, cameras, Audio-video systems, radio alerting system, projectors mounts, speakers, CATV, Structured cabling (Data cabling), TV's, furniture, and fixtures. Conduit for low voltage is included per the plans. Conduit raceways will be provided at all inwall locations, hard ceiling and open ceiling areas to the closest accessible ceiling location. Pathways and J hooks above accessible ceilings are by the data subcontract which is outside this scope of work.
30. Edifice includes rough-in of all boxes, raceway conduit (provided with pull stings), etc. as shown in the contract documents for audio visual, security, telecom/data, and telephone only. Edifice has excluded all low voltage wiring, front-end equipment and finish devices including but not limited to; CAT6, fiber, network/security and AV cabling, cameras, projector screens, speakers, network/data/av/phone/coaxial cable outlets, racks, TV's, patch panels, card readers, wireless access points, etc.
31. An allowance of \$50,000 has been included in the GMP for a BDA system. Note if the native radio signal prior to starting construction of the fire station doesn't meet NFPA, a BDA system will be unable to boost the radio signal to meet NFPA. A BDA system can't boost a signal inside a building higher than the native signal outside the building.
32. Edifice has included five (5) pole mounted site lights per the contract documents. All other pole mounted site lighting (Parking lot, Driveway and Street) is excluded and shall be furnished and installed by the utility provider. Edifice has included conduit for the utility provider pole mounted site lights per the contract documents.
33. Fire Alarm has been included per the construction bid documents, any additional fixtures required by the AHJ or Fire Marshal that are not currently shown are not included.
34. This GMP does not include replacement or repair of existing roads, curbs, sidewalks, plantings of existing areas of work not shown in the contract documents.
35. Awning tube steel framing shall be 2"x 2". Awning standing seam roofing and brackets shall be powder coated.

36. The Training Tower and Connex Box Storage foundation designs will be finalized after receipt of manufacturer's shop drawings and loading information. Edifice has included providing a total of 4,500 sqft x 8" thick 4,500 PSI concrete foundations with a single mat of #5 rebar at 12" OC each way for the Training Tower and Connex Box Storage.
37. Watering of plants and grasses has been included until substantial completion is achieved.
38. Landscaping irrigation is not included.
39. Edifice will be using Procore for Project Software Management. To include document storage, sharing, and reporting.
40. Edifice has not included regular pest control services. If pests become an issue, we will address using contingency.
41. Utility locates will be performed on existing utilities shown on the drawings. If utilities are encountered that are not shown or known by the Town of Wake Forest, Edifice will not be responsible for damages to or relocation of these utilities.
42. The burn tower subcontractor, Forge Fire & Company, requires Wake Forest sign their "Release of Liability and Voluntary Assumption of Risk" form at the completion of the burn tower. A copy of this form, revised to include Wake Forest edits, can be found in Exhibit F.



Exhibit D

Printed on Fri Dec 5, 2025 at 02:43 pm EST
Job #: NC4446 Wake Forest Fire Station No. 6
1621 and 1701 Wait Avenue
Wake Forest, North Carolina 27587

Current Drawings Log

Drawing No.	Drawing Title	Revision	Drawing Date	Set
Architectural				
A000	COVER SHEET	8	10/29/2025	Addendum #3 (10/29/25)
A001	CODE SUMMARY - APPENDIX B	0	09/19/2025	Bid Set (09/19/25)
A002	LIFE SAFETY PLAN -FIRST FLOOR	0	09/19/2025	Bid Set (09/19/25)
A003	LIFE SAFETY PLAN - SECOND FLOOR	0	09/19/2025	Bid Set (09/19/25)
A004	WALL TYPES & UL DESIGN DETAILS	0	09/19/2025	Bid Set (09/19/25)
A005	UL DESIGN DETAILS	0	09/19/2025	Bid Set (09/19/25)
A006	AIR BARRIER DIAGRAMS	5	10/06/2025	Addendum #1 (10/13/25)
A100	OVERALL FIRST FLOOR PLAN	6	10/13/2025	Addendum #1 (10/13/25)
A101	OVERALL SECOND FLOOR PLAN	6	10/13/2025	Addendum #1 (10/13/25)
A102	OVERALL ROOF PLAN & ROOF DETAILS	6	10/13/2025	Addendum #1 (10/13/25)
A103	ENLARGED FIRST FLOOR PLAN	6	10/13/2025	Addendum #1 (10/13/25)
A104	ENLARGED FIRST FLOOR PLAN	7	10/22/2025	Addendum #2 (10/22/25)
A105	ENLARGED SECOND FLOOR PLAN	6	10/13/2025	Addendum #1 (10/13/25)
A106	ENLARGED FIRST FLOOR SLAB PLAN	0	09/19/2025	Bid Set (09/19/25)
A107	ENLARGED FIRST FLOOR SLAB PLAN	0	09/19/2025	Bid Set (09/19/25)
A108	ENLARGED SECOND FLOOR SLAB PLAN	0	09/19/2025	Bid Set (09/19/25)
A109	ENLARGED TOWER PLANS	5	10/06/2025	Addendum #1 (10/13/25)
A200	OVERALL BUILDING EXTERIOR ELEVATIONS	6	10/13/2025	Addendum #1 (10/13/25)
A201	PARTIAL ELEVATIONS & PRECAST DETAILS	0	09/19/2025	Bid Set (09/19/25)
A202	ENLARGED ELEVATIONS	0	09/19/2025	Bid Set (09/19/25)
A203	ENLARGED ELEVATIONS	0	09/19/2025	Bid Set (09/19/25)
A204	ENLARGED ELEVATIONS	0	09/19/2025	Bid Set (09/19/25)
A300	OVERALL BUILDING SECTIONS	6	10/13/2025	Addendum #1 (10/13/25)
A400	WALL SECTIONS & DETAILS	0	09/19/2025	Bid Set (09/19/25)
A401	WALL SECTIONS	0	09/19/2025	Bid Set (09/19/25)
A402	WALL SECTIONS	0	09/19/2025	Bid Set (09/19/25)
A403	WALL SECTIONS	6	10/13/2025	Addendum #1 (10/13/25)
A404	WALL SECTIONS	7	10/22/2025	Addendum #2 (10/22/25)
A405	WALL SECTIONS	0	09/19/2025	Bid Set (09/19/25)
A406	WALL SECTIONS	5	10/06/2025	Addendum #1 (10/13/25)
A407	WALL SECTIONS	0	09/19/2025	Bid Set (09/19/25)
A408	SECTION DETAILS	6	10/13/2025	Addendum #1 (10/13/25)
40	SECTION DETAILS	7	10/22/2025	Addendum #2 (10/22/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Set
A410	DETAILS	6	10/13/2025	Addendum #1 (10/13/25)
A500	ENLARGED STAIR & ELEVATOR PLANS, SHIPS LADDER DTLS	6	10/13/2025	Addendum #1 (10/13/25)
A501	STAIR & ELEVATOR SECTIONS & DETAILS	0	09/19/2025	Bid Set (09/19/25)
A502	ENLARGED FLOOR PLANS	0	09/19/2025	Bid Set (09/19/25)
A503	TOILET ENLARGED PLANS AND DETAILS	5	10/06/2025	Addendum #1 (10/13/25)
A504	TOILET ELEVATIONS & DETAILS	5	10/06/2025	Addendum #1 (10/13/25)
A600	DOOR SCHEDULE	6	10/13/2025	Addendum #1 (10/13/25)
A601	DOOR HEAD/JAMB DETAILS	6	10/13/2025	Addendum #1 (10/13/25)
A602	STOREFRONT & WINDOW ELEVATIONS	6	10/13/2025	Addendum #1 (10/13/25)
A700	FINISH LEGEND, SCHEDULE, NOTES & CODES	8	10/29/2025	Addendum #3 (10/29/25)
A701	OVERALL FIRST FLOOR FINISH PLAN & ENLARGED PLANS	6	10/13/2025	Addendum #1 (10/13/25)
A702	OVERALL SECOND FLOOR FINISH PLAN & ENLARGED PLANS	0	09/19/2025	Bid Set (09/19/25)
A703	INTERIOR ELEVATIONS	0	09/19/2025	Bid Set (09/19/25)
A704	INTERIOR ELEVATIONS	0	09/19/2025	Bid Set (09/19/25)
A705	INTERIOR ELEVATIONS	0	09/19/2025	Bid Set (09/19/25)
A706	THRESHOLD, TRANSITIONS & OTHER DETAILS	0	09/19/2025	Bid Set (09/19/25)
A800	OVERALL REFLECTED CEILING PLAN - FIRST FLOOR	6	10/13/2025	Addendum #1 (10/13/25)
A801	OVERALL REFLECTED CEILING PLAN - SECOND FLOOR	6	10/13/2025	Addendum #1 (10/13/25)
A802	ENLARGED REFLECTED CEILING PLAN - FIRST FLOOR	5	10/06/2025	Addendum #1 (10/13/25)
A803	ENLARGED REFLECTED CEILING PLAN - FIRST FLOOR	0	09/19/2025	Bid Set (09/19/25)
A804	ENLARGED REFLECTED CEILING PLAN - SECOND FLOOR	6	10/13/2025	Addendum #1 (10/13/25)
A900	CASEWORK ELEVATIONS	0	09/19/2025	Bid Set (09/19/25)
A901	TYPICAL CASEWORK SECTIONS	0	09/19/2025	Bid Set (09/19/25)
Civil				
C0-0	COVER SHEET	0	09/19/2025	Bid Set (09/19/25)
C0-1	EXISTING CONDITIONS PLAN	0	09/19/2025	Bid Set (09/19/25)
C0-2	KEY PLAN	0	09/19/2025	Bid Set (09/19/25)
C1-0	DEMOLITION PLAN	0	09/19/2025	Bid Set (09/19/25)
C2-0	SITE PLAN	6	10/21/2025	Addendum #2 (10/22/25)
C2-1	STRIPING PLAN	0	09/19/2025	Bid Set (09/19/25)
C3-0	GRADING & DRAINAGE PLAN	5	10/13/2025	Addendum #1 (10/13/25)
C3-1	STORM SEWER PROFILES	0	09/19/2025	Bid Set (09/19/25)
C3-2	STORMWATER COMPLIANCE PLAN	0	09/19/2025	Bid Set (09/19/25)
C3-3	DRAINAGE AREA MAP	0	09/19/2025	Bid Set (09/19/25)
C4-0	UTILITY PLAN	6	10/21/2025	Addendum #2 (10/22/25)
C4-1	WATERLINE PROFILES	0	09/19/2025	Bid Set (09/19/25)
C4-2	SANITARY SEWER PROFILES	5	10/13/2025	Addendum #1 (10/13/25)
	SANITARY SEWER PROFILES	5	10/13/2025	Addendum #1 (10/13/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Set
C4.4	FIRE APPARATUS PLAN	0	09/19/2025	Bid Set (09/19/25)
C5.0	EROSION & SEDIMENTATION CONTROL PLAN PHASE I	5	10/13/2025	Addendum #1 (10/13/25)
C5.1	EROSION & SEDIMENTATION CONTROL PLAN PHASE II	5	10/13/2025	Addendum #1 (10/13/25)
C5.2	EROSION & SEDIMENTATION CONTROL PLAN PHASE III	0	09/19/2025	Bid Set (09/19/25)
C5.3	EROSION & SEDIMENTATION CONTROL PLAN	0	09/19/2025	Bid Set (09/19/25)
C5.4	EROSION & SEDIMENTATION CONTROL PLAN	0	09/19/2025	Bid Set (09/19/25)
C6.0	NOTES & DETAILS	0	09/19/2025	Bid Set (09/19/25)
C6.1	NOTES & DETAILS	0	09/19/2025	Bid Set (09/19/25)
C6.2	NOTES & DETAILS	0	09/19/2025	Bid Set (09/19/25)
C6.3	NOTES & DETAILS	0	09/19/2025	Bid Set (09/19/25)
C6.4	NOTES & DETAILS	0	09/19/2025	Bid Set (09/19/25)
C6.5	NOTES & DETAILS	0	09/19/2025	Bid Set (09/19/25)
C6.6	NOTES & DETAILS	0	09/19/2025	Bid Set (09/19/25)
C6.7	NOTES & DETAILS	0	09/19/2025	Bid Set (09/19/25)
C6.8	NOTES & DETAILS	0	09/19/2025	Bid Set (09/19/25)
C6.9	NOTES & DETAILS	5	10/13/2025	Addendum #1 (10/13/25)
C6.10	NOTES & DETAILS	0	09/19/2025	Bid Set (09/19/25)
C6.11	NOTES & DETAILS	0	09/19/2025	Bid Set (09/19/25)
Electrical				
E001	ELECTRICAL LEGEND AND NOTES	6	10/13/2025	Addendum #1 (10/13/25)
E002	ELECTRICAL SPECIFICATIONS	6	10/13/2025	Addendum #1 (10/13/25)
E010	ELECTRICAL SITE PLAN	6	10/13/2025	Addendum #1 (10/13/25)
E011	ELECTRICAL SITE PLAN - PHOTOMETRICS	6	10/13/2025	Addendum #1 (10/13/25)
E101	FIRST FLOOR LIGHTING PLAN	6	10/13/2025	Addendum #1 (10/13/25)
E102	SECOND FLOOR LIGHTING PLAN	6	10/13/2025	Addendum #1 (10/13/25)
E201	FIRST FLOOR POWER PLAN	6	10/13/2025	Addendum #1 (10/13/25)
E202	SECOND FLOOR POWER PLAN	8	10/29/2025	Addendum #3 (10/29/25)
E301	FIRST FLOOR EQUIPMENT CONNECTIONS PLAN	6	10/13/2025	Addendum #1 (10/13/25)
E302	SECOND FLOOR EQUIPMENT CONNECTIONS PLAN	6	10/13/2025	Addendum #1 (10/13/25)
E303	ROOF EQUIPMENT CONNECTIONS PLAN	0	09/19/2025	Bid Set (09/19/25)
E401	FIRST FLOOR SPECIAL SYSTEMS PLAN	6	10/13/2025	Addendum #1 (10/13/25)
E402	SECOND FLOOR SPECIAL SYSTEMS PLAN	6	10/13/2025	Addendum #1 (10/13/25)
E501	ENLARGED ELECTRICAL PLANS	6	10/13/2025	Addendum #1 (10/13/25)
E601	ELECTRICAL DETAILS	6	10/13/2025	Addendum #1 (10/13/25)
E602	ELECTRICAL DETAILS	0	09/19/2025	Bid Set (09/19/25)
E603	ELECTRICAL DETAILS	0	09/19/2025	Bid Set (09/19/25)
E701	ELECTRICAL DIAGRAMS AND SCHEDULES	6	10/13/2025	Addendum #1 (10/13/25)
	PANEL SCHEDULES	8	10/29/2025	Addendum #3 (10/29/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Set
E801	LIGHTING FIXTURE SCHEDULE	6	10/13/2025	Addendum #1 (10/13/25)
Fire Protection				
FA001	FIRE ALARM LEGEND AND NOTES	6	10/13/2025	Addendum #1 (10/13/25)
FA101	FIRST FLOOR FIRE ALARM PLAN	6	10/13/2025	Addendum #1 (10/13/25)
FA102	SECOND FLOOR FIRE ALARM PLAN	6	10/13/2025	Addendum #1 (10/13/25)
FA601	FIRE ALARM DETAILS	6	10/13/2025	Addendum #1 (10/13/25)
FP001	FIRE PROTECTION LEGEND, NOTES AND DETAILS	0	09/19/2025	Bid Set (09/19/25)
FP101	FIRST FLOOR FIRE PROTECTION PLAN	0	09/19/2025	Bid Set (09/19/25)
FP102	SECOND FLOOR FIRE PROTECTION PLAN	0	09/19/2025	Bid Set (09/19/25)
Landscape				
L 1.0	PLANTING PLAN	5	10/13/2025	Addendum #1 (10/13/25)
L 1.1	PLANTING NOTES & DETAILS	0	08/18/2025	Bid Set (09/19/25)
L2.0	TREE MITIGATION PLAN	0	08/18/2025	Bid Set (09/19/25)
L2.1	TREE MITIGATION TABLES & NOTES	0	08/18/2025	Bid Set (09/19/25)
Mechanical				
M001	MECHANICAL LEGEND AND NOTES	0	09/19/2025	Bid Set (09/19/25)
M002	MECHANICAL SCHEDULES	6	10/13/2025	Addendum #1 (10/13/25)
M003	MECHANICAL DETAILS	0	09/19/2025	Bid Set (09/19/25)
M004	MECHANICAL DETAILS	0	09/19/2025	Bid Set (09/19/25)
M100	HVAC ZONING PLAN AND VENTILATION SCHEDULES	0	09/19/2025	Bid Set (09/19/25)
M101	FIRST FLOOR MECHANICAL PLAN	6	10/13/2025	Addendum #1 (10/13/25)
M102	SECOND FLOOR MECHANICAL PLAN	6	10/13/2025	Addendum #1 (10/13/25)
M103	ROOF MECHANICAL PLAN	0	09/19/2025	Bid Set (09/19/25)
M104	VEHICLE EXHAUST FLOOR PLAN - MECHANICAL	6	10/13/2025	Addendum #1 (10/13/25)
M105	ENLARGED MECHANICAL PLANS	6	10/13/2025	Addendum #1 (10/13/25)
M201	FIRST FLOOR MECHANICAL PIPING PLAN	0	09/19/2025	Bid Set (09/19/25)
M202	SECOND FLOOR MECHANICAL PIPING PLAN	0	09/19/2025	Bid Set (09/19/25)
M300	MECHANICAL KITCHEN EQUIPMENT DETAIL	0	09/19/2025	Bid Set (09/19/25)
M301	MECHANICAL KITCHEN EQUIPMENT DETAIL	0	09/19/2025	Bid Set (09/19/25)
M302	MECHANICAL KITCHEN EQUIPMENT DETAIL	0	09/19/2025	Bid Set (09/19/25)
Plumbing				
P001	PLUMBING LEGEND, INDEX, AND NOTES	0	09/19/2025	Bid Set (09/19/25)
P002	PLUMBING SCHEDULES	0	09/19/2025	Bid Set (09/19/25)
P101	FIRST FLOOR PLUMBING DRAINAGE PLAN	6	10/13/2025	Addendum #1 (10/13/25)
P102	SECOND FLOOR PLUMBING DRAINAGE PLAN	6	10/13/2025	Addendum #1 (10/13/25)
P103	ROOF PLUMBING DRAINAGE PLAN	0	09/19/2025	Bid Set (09/19/25)
P201	FIRST FLOOR PLUMBING SUPPLY PLAN	0	09/19/2025	Bid Set (09/19/25)
P202	SECOND FLOOR PLUMBING SUPPLY PLAN	0	09/19/2025	Bid Set (09/19/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Set
P301	FIRST FLOOR PLUMBING GAS PLAN	5	10/06/2025	Addendum #1 (10/13/25)
P302	SECOND FLOOR PLUMBING GAS PLAN	0	09/19/2025	Bid Set (09/19/25)
P501	PLUMBING DETAILS	0	09/19/2025	Bid Set (09/19/25)
P503	WASTE & VENT RISER DIAGRAMS	6	10/13/2025	Addendum #1 (10/13/25)
P504	DOMESTIC RISER DIAGRAM	0	09/19/2025	Bid Set (09/19/25)
P505	GAS RISER DIAGRAM	5	10/06/2025	Addendum #1 (10/13/25)
Resource				
R1.00	COVER SHEET	0	09/19/2025	Bid Set (09/19/25)
R2.00	GENERAL NOTES	0	09/19/2025	Bid Set (09/19/25)
R2.01	TYPICAL SECTION	0	09/19/2025	Bid Set (09/19/25)
R2.02	STANDARD DETAILS	0	09/19/2025	Bid Set (09/19/25)
R2.03	STANDARD DETAILS	0	09/19/2025	Bid Set (09/19/25)
R3.01	EXISTING CONDITIONS, PLAN, & STRIPING	0	09/19/2025	Bid Set (09/19/25)
R3.02	GRADING & PROFILE	0	09/19/2025	Bid Set (09/19/25)
R5.01	EROSION CONTROL SHEET	0	09/19/2025	Bid Set (09/19/25)
R7.01	ENTRANCE PROFILES	0	09/19/2025	Bid Set (09/19/25)
R8.01	CROSS SECTIONS - WAIT AVE	0	09/19/2025	Bid Set (09/19/25)
R8.02	CROSS SECTIONS - WAIT AVE	0	09/19/2025	Bid Set (09/19/25)
R8.03	CROSS SECTIONS - WAIT AVE	0	09/19/2025	Bid Set (09/19/25)
R8.04	CROSS SECTIONS - WAIT AVE	0	09/19/2025	Bid Set (09/19/25)
R8.05	CROSS SECTIONS - WAIT AVE	0	09/19/2025	Bid Set (09/19/25)
Signal Upgrade & Electrical Plan				
Sig 1.0	Signal Upgrade	0	10/29/2025	Addendum #3 (10/29/25)
Sig. 1.1	Electrical Detail 1 of 3	0	10/29/2025	Addendum #3 (10/29/25)
Sig. 1.2	Electrical Detail 3 of 3	0	10/29/2025	Addendum #3 (10/29/25)
Sig. 1.2 (2)	Electrical Detail 2 of 3	0	10/29/2025	Addendum #3 (10/29/25)
Structural				
S001	GENERAL NOTES	0	09/19/2025	Bid Set (09/19/25)
S002	GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS	0	09/19/2025	Bid Set (09/19/25)
S011	STATEMENT OF SPECIAL INSPECTIONS	0	09/19/2025	Bid Set (09/19/25)
S012	STATEMENT OF SPECIAL INSPECTIONS	0	09/19/2025	Bid Set (09/19/25)
S100	ENLARGED FOUNDATION PLAN - CONEX TRAINING	0	09/19/2025	Bid Set (09/19/25)
S101	OVERALL FOUNDATION PLAN	0	09/19/2025	Bid Set (09/19/25)
S102	ENLARGED FOUNDATION PLAN	7	10/22/2025	Addendum #2 (10/22/25)
S103	ENLARGED FOUNDATION PLAN	7	10/22/2025	Addendum #2 (10/22/25)
S104	OVERALL SECOND FLOOR AND LOW ROOF FRAMING PLAN	0	09/19/2025	Bid Set (09/19/25)
S105	ENLARGED SECOND FLOOR / LOW ROOF FRAMING PLAN	0	09/19/2025	Bid Set (09/19/25)
44	ENLARGED LOW ROOF FRAMING PLAN	0	09/19/2025	Bid Set (09/19/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Set
S107	OVERALL HIGH ROOF FRAMING PLAN	0	09/19/2025	Bid Set (09/19/25)
S108	ENLARGED HIGH ROOF FRAMING PLAN	0	09/19/2025	Bid Set (09/19/25)
S109	ENLARGED HIGH ROOF FRAMING PLAN	0	09/19/2025	Bid Set (09/19/25)
S201	WALL SECTIONS	0	09/19/2025	Bid Set (09/19/25)
S301	SLAB ON GRADE DETAILS	0	09/19/2025	Bid Set (09/19/25)
S302	FOUNDATION DETAILS	0	09/19/2025	Bid Set (09/19/25)
S303	FOUNDATION DETAILS	0	09/19/2025	Bid Set (09/19/25)
S305	FOUNDATION SECTIONS	7	10/22/2025	Addendum #2 (10/22/25)
S306	DRAFTING PIT DETAILS	7	10/22/2025	Addendum #2 (10/22/25)
S401	CMU DETAILS	0	09/19/2025	Bid Set (09/19/25)
S402	CMU DETAILS	0	09/19/2025	Bid Set (09/19/25)
S501	STEEL COLUMN DETAILS AND SCHEDULES	0	09/19/2025	Bid Set (09/19/25)
S502	STEEL FRAMING DETAILS	0	09/19/2025	Bid Set (09/19/25)
S503	STEEL FRAMING DETAILS	0	09/19/2025	Bid Set (09/19/25)
S504	WALL AND FLOOR FRAMING DETAILS	0	09/19/2025	Bid Set (09/19/25)
S511	STEEL ROOF DETAILS	0	09/19/2025	Bid Set (09/19/25)
S521	ROOF FRAMING DETAILS	0	09/19/2025	Bid Set (09/19/25)

Exhibit E

Current Specifications Log

Number	Description	Revision	Issued Date	Set
00 - Procurement and Contracting Requirements				
00 01 10	Table of Contents	2	10/27/25	Addendum #2
00 01 11	Professional Seals Page	0	July 2025	Bid Set
00 01 15	List of Drawings	0	July 2025	Bid Set
00 31 32	Geotechnical Data	0	July 2025	Bid Set
01 - General Requirements				
01 10 00	Summary of Work	0	July 2025	Bid Set
01 12 00	General Sitework Requirements	0	July 2025	Bid Set
01 21 00	Allowances	1	10/17/25	Addendum #1
01 22 00	Unit Prices	1	10/17/25	Addendum #1
01 23 00	Alternates	1	10/30/25	Addendum #3
01 25 00	Product Substitutions-Prior to Bid	0	July 2025	Bid Set
01 25 13	Product Substitutions-Post Bid	0	July 2025	Bid Set
01 26 00	Contract Modification Procedures	0	July 2025	Bid Set
01 31 00	Project Management And Coordination	0	July 2025	Bid Set
01 33 00	Submittal Procedures	0	July 2025	Bid Set
01 40 00	Quality Requirements	0	July 2025	Bid Set
01 41 00	Special Inspections	0	July 2025	Bid Set
01 42 00	References	0	July 2025	Bid Set
01 45 29	Testing Laboratory Services	0	July 2025	Bid Set
01 50 00	Temporary Facilities and Controls	0	July 2025	Bid Set
01 58 00	Project Identification	0	July 2025	Bid Set
01 60 00	Product Requirements	0	July 2025	Bid Set
01 73 00	Execution Requirements	0	July 2025	Bid Set
01 73 29	Cutting and Patching	0	July 2025	Bid Set
01 77 00	Closeout Procedures	0	July 2025	Bid Set
02 - Existing Conditions				
02 41 13	Selective Site Demolition	0	July 2025	Bid Set
03 - Concrete				
03 10 00	Concrete Forming and Accessories	0	July 2025	Bid Set
03 15 00	Hydrophilic Waterstop	0	July 2025	Bid Set
03 20 00	Concrete Reinforcing	0	July 2025	Bid Set
03 30 00	Cast-In-Place Concrete	1	10/17/25	Addendum #1

Number	Description	Revision	Issued Date	Set
03 35 43	Polished Concrete Finishing	0	10/17/25	Addendum #1
03 45 00	Precast Architectural Concrete	0	July 2025	Bid Set
04 - Masonry				
04 20 00	Unit Masonry	0	July 2025	Bid Set
04 73 13	Calcium Silicate Manufactured Stone	0	July 2025	Bid Set
05 - Metals				
05 12 00	Structural Steel Framing	0	July 2025	Bid Set
05 21 00	Steel Joist Framing	0	July 2025	Bid Set
05 31 00	Steel Decking	0	July 2025	Bid Set
05 40 00	Cold-Formed Metal Framing	0	July 2025	Bid Set
05 44 00	Cold-Formed Metal Trusses	0	July 2025	Bid Set
05 50 00	Metal Fabrications	0	July 2025	Bid Set
05 51 00	Metal Stairs	0	July 2025	Bid Set
05 51 50	Fixed Aluminum Access Ladder	0	July 2025	Bid Set
05 52 13	Pipe and Tube Railing	0	July 2025	Bid Set
06 - Wood, Plastics, And Composites				
06 20 00	General Carpentry	0	July 2025	Bid Set
06 22 00	Millwork	0	July 2025	Bid Set
06 61 00	Solid Surface Shower Surrounds	0	July 2025	Bid Set
06 61 01	Solid Surface Trench Shower Pan	0	July 2025	Bid Set
06 82 00	Glass Fiber Reinforced Plastic (Exterior FRP)	0	July 2025	Bid Set
07 - Thermal and Moisture Protection				
07 14 13	Hot Fluid Applied Rubberized Asphalt Waterproofing	0	July 2025	Bid Set
07 14 16	Fluid - Applied Waterproofing	0	July 2025	Bid Set
07 21 13	Board Insulation	0	July 2025	Bid Set
07 21 16	Blanket Insulation	0	July 2025	Bid Set
07 27 26	Fluid-Applied Membrane Air Barriers	0	July 2025	Bid Set
07 46 46	Mineral Fiber Cement Soffit Panels and Trim	0	July 2025	Bid Set
07 54 19	Polyvinyl-Chloride (PVC) Roofing-Fully Adhered (Alternate)	0	July 2025	Bid Set
07 54 23	Thermoplastic Membrane Roofing - TPO	0	July 2025	Bid Set
07 61 13	Standing Seam Metal Roofing	0	July 2025	Bid Set
07 62 00	Sheet Metal Flashing and Trim	0	July 2025	Bid Set
07 72 33	Roof Hatch	0	July 2025	Bid Set
07 84 00	Through-Penetration Firestop Systems	0	July 2025	Bid Set
07 90 00	Sealants	0	July 2025	Bid Set
08 - Openings				
08 11 13	Hollow Metal Doors and Frames	0	July 2025	Bid Set

Number	Description	Revision	Issued Date	Set
08 14 16	Flush Wood Doors	0	July 2025	Bid Set
08 35 10	Electrically Operated Steel & Glass Bi-Parting Doors	0	July 2025	Bid Set
08 36 13	Sectional Overhead Door	0	July 2025	Bid Set
08 36 15	Sectional Aluminum and Glass Overhead Door	0	July 2025	Bid Set
08 41 13	Aluminum-Framed Entrances and Storefronts	0	July 2025	Bid Set
08 44 16	Integral Sunshades	0	July 2025	Bid Set
08 71 00	Door Hardware	0	July 2025	Bid Set
08 71 01	Door Hardware Schedule	1	10/17/25	Addendum #1
08 81 00	Glass Glazing	0	July 2025	Bid Set
08 83 00	Mirrors	1	10/17/25	Addendum #1
09 - Finishes				
09 21 16	Gypsum Board Assemblies	0	July 2025	Bid Set
09 30 00	Tiling	0	July 2025	Bid Set
09 51 00	Acoustical Ceilings	0	July 2025	Bid Set
09 65 00	Resilient Athletic Flooring	1	10/30/25	Addendum #3
09 65 13	Resilient Base and Accessories	0	July 2025	Bid Set
09 67 11	Resinous Flooring	0	July 2025	Bid Set
09 68 13	Tile Carpeting	0	July 2025	Bid Set
09 81 29	Sprayed Acoustic Insulation	0	July 2025	Bid Set
09 84 34	Acoustical Wallcovering & Panels	0	July 2025	Bid Set
09 91 00	Painting	0	July 2025	Bid Set
09 98 60	Sanitary Wall Finish	0	July 2025	Bid Set
10 - Specialties				
10 11 00	Visual Display Surfaces	0	July 2025	Bid Set
10 14 00	Signage	0	July 2025	Bid Set
10 18 05	Shower Curtains	0	July 2025	Bid Set
10 22 27	Operable Panel Partitions	0	July 2025	Bid Set
10 26 00	Wall Protection	0	July 2025	Bid Set
10 26 13	Corner Guards - Surface Mounted	0	July 2025	Bid Set
10 28 13	Toilet Accessories	0	July 2025	Bid Set
10 44 00	Fire Extinguishers and Cabinets	0	July 2025	Bid Set
10 51 13	Shelving	0	July 2025	Bid Set
10 51 43	Turn-Out Gear Lockers (Gear Grid Type)	0	July 2025	Bid Set
10 73 23	Pre-Engineered Metal Canopy	0	July 2025	Bid Set
10 75 00	Flagpoles	0	July 2025	Bid Set
12 - Furnishings				
12 24 00	Solar Roller Shades - Manual	0	July 2025	Bid Set

Number	Description	Revision	Issued Date	Set
12 36 61	Quartz Countertops & Windowsills	0	July 2025	Bid Set
13 - Special Construction				
13 60 00	Emergency Vehicle Exhaust Capture System	0	July 2025	Bid Set
14 - Conveying Devices				
14 21 00	Electric Traction Elevators	1	10/17/25	Addendum #1
21 - Fire Suppression				
21 01 00	Fire Protection General Requirements	0	July 2025	Bid Set
21 01 05	Fire Protection Submittal Requirements	0	July 2025	Bid Set
21 05 32	Firesupping For Fire Protection Systems	0	July 2025	Bid Set
21 13 00	Automatic Sprinkler Systems	0	July 2025	Bid Set
22 - Plumbing				
22 01 00	Plumbing General Requirements	0	July 2025	Bid Set
22 01 05	Plumbing Submittal Requirements	0	July 2025	Bid Set
22 05 29	Hangers and Supports For Plumbing Systems	0	July 2025	Bid Set
22 05 32	Firesupping For Plumbing Systems	0	July 2025	Bid Set
22 05 53	Identification For Plumbing Systems	0	July 2025	Bid Set
22 07 00	Insulation For Plumbing Systems	0	July 2025	Bid Set
22 11 00	Domestic Water Systems	0	July 2025	Bid Set
22 13 00	Sanitary Waste and Vent Systems	0	July 2025	Bid Set
22 16 00	Natural Gas Systems	0	July 2025	Bid Set
22 34 00	Fuel-Fired Domestic Water Heaters	0	July 2025	Bid Set
22 40 00	Plumbing Fixtures	0	July 2025	Bid Set
23 - Heating Ventilating and Air Conditioning				
23 05 00	Common Work Results For HVAC	0	July 2025	Bid Set
23 05 13	Common Motor Requirements for HVAC Equipment	0	July 2025	Bid Set
23 05 29	Hangers and Supports for HVAC Piping and Equipment	0	July 2025	Bid Set
23 05 48	Vibration and Seismic Controls for HVAC Piping and Equipment	0	July 2025	Bid Set
23 05 53	Identification for HVAC Piping and Equipment	0	July 2025	Bid Set
23 05 93	Testing, Adjusting, and Balancing for HVAC	0	July 2025	Bid Set
23 07 00	HVAC Insulation	0	July 2025	Bid Set
23 23 00	Refrigerant Piping	0	July 2025	Bid Set
23 31 13	Metal Ducts	0	July 2025	Bid Set
23 33 00	Air Duct Accessories	0	July 2025	Bid Set
23 34 23	HVAC Power Ventilators	0	July 2025	Bid Set
23 37 13	Diffusers, Registers, and Grilles	0	July 2025	Bid Set
23 37 23	HVAC Gravity Ventilators	0	July 2025	Bid Set
23 72 00	Energy Recovery Units	0	July 2025	Bid Set

Number	Description	Revision	Issued Date	Set
23 74 13	Packaged, Outdoor, Central-Station, Air-Handling Units	0	July 2025	Bid Set
23 74 33	Dedicated Outdoor-Air Units	0	July 2025	Bid Set
23 81 26	Split-System Air-Conditioners	0	July 2025	Bid Set
26 - Electrical				
26 05 26	Grounding and Bonding for Electrical Systems	0	July 2025	Bid Set
26 05 29	Hangers and Supports for Electrical Systems	0	July 2025	Bid Set
26 05 33	Raceway and Boxes for Electrical Systems	0	July 2025	Bid Set
26 05 43	Underground Ducts and Raceways for Electrical Systems	0	July 2025	Bid Set
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	0	July 2025	Bid Set
26 05 48.16	Seismic Controls for Electrical Systems	0	July 2025	Bid Set
26 05 53	Identification for Electrical Systems	0	July 2025	Bid Set
26 09 23	Lighting Control Devices	0	July 2025	Bid Set
26 24 16	Panelboards	0	July 2025	Bid Set
26 27 26	Wiring Devices	0	July 2025	Bid Set
26 28 16	Enclosed Switches and Circuit Breakers	0	July 2025	Bid Set
26 32 13.13	Diesel Engine-Driven Generator Sets	0	July 2025	Bid Set
26 32 13.16	Natural Gas-Engine-Driven Generator Sets	0	10/17/25	Addendum #1
26 36 00	Transfer Switches	0	July 2025	Bid Set
26 51 19	LED Interior Lighting	0	July 2025	Bid Set
26 56 19	LED Exterior Lighting	0	July 2025	Bid Set
27 - Communications				
27 53 19	Emergency Responder Radio Antenna/Repeater System (OFOI)	1	10/17/25	Addendum #1
28 - Electronic Safety and Security				
28 31 11	Digital, Addressable Fire-Alarm System	0	July 2025	Bid Set
31 - Earthwork				
31 10 00	Site Clearing	0	July 2025	Bid Set
31 20 00	Earthwork	0	July 2025	Bid Set
31 25 00	Erosion Control	0	July 2025	Bid Set
31 31 16	Termite Control	0	July 2025	Bid Set
32 - Exterior Improvements				
32 12 16	Asphalt Pavement	0	July 2025	Bid Set
32 13 13	Site Concrete	0	July 2025	Bid Set
32 17 00	Pavement Markings, Signs and Specialties	0	July 2025	Bid Set
32 31 13.19	Chain-Link Fences and Gates (PVC CLAD)	0	July 2025	Bid Set
32 92 00	Lawns & Grasses	0	July 2025	Bid Set
32 93 00	Exterior Plants	0	July 2025	Bid Set
33 - Utilities				



Number	Description	Revision	Issued Date	Set
33 10 00	Exterior Water System	0	July 2025	Bid Set
33 30 00	Sanitary Sewerage	0	July 2025	Bid Set
33 41 00	Storm Drainage	0	July 2025	Bid Set



RELEASE OF LIABILITY AND VOLUNTARY ASSUMPTION OF RISK

This Release of Liability and Voluntary Assumption of the Risk ("Agreement") is entered into by and between Forge Fire & Company, LLC (the "Company"), Edifice, LLC (the "Contractor"), and _____ (the "Customer") effective as of the ____ day of _____, 202__.

The parties agree and acknowledge as follows:

1. DESIGN, ENGINEERING, AND CONSTRUCTION

The Company has provided the design features, fabrication, and construction of a live-fire Class A Training Building (the "Building") in accordance with NFPA 1401–1403 Guidelines. A third-party engineering firm, MJ Engineering and/or VMP Engineering, will provide the NFPA Certification. The Company and its affiliates completed the build-out and assembly of the Building in accordance with the instructions and guidelines of the Company and MJ Engineering and/or VMP Engineering.

2. ORIENTATION PROVIDED

The Company provided the Customer with an in-person, train-the-trainer orientation on the ____ day of _____, 202__.

3. RELEASE OF CLAIMS

For good and valuable consideration, including 1.) the proper design, fabrication, construction, build-out, and assembly described above in Section 1, and 2.) the in-person train-the-trainer orientation acknowledged above in Section 2, the Customer agrees to waive, release, and forever discharge any right to assert a claim or bring a lawsuit against the Company, the Contractor, and each of their respective affiliates, successors, assigns, members, owners, officers, directors, agents, insurers, employees, and any person or entity in privity with them, for any injuries, losses, damages, or claims of any kind, whether known or unknown, arising out of or related to:

- the in-person train-the-trainer orientation;

- the use, operation, maintenance, or condition of the Building; and
- any training activities conducted in or around the Building, including live-fire and non-live-fire training.

This release applies to any claims brought by the Customer itself or by any individual who uses the Building under the Customer's control, supervision, authorization, or direction, including employees, trainees, contractors, guests, or invitees.

4. VOLUNTARY ASSUMPTION OF RISK

The Customer acknowledges, understands, and voluntarily assumes the risks of injury, loss, or damage inherent in the use of the Building, including but not limited to non-live-fire training and live-fire training conducted by the Customer in exchange for the consideration described above in Sections 1 and 2.

The undersigned confirm that they have read, understand, and agree to the terms of this Release of Liability and Voluntary Assumption of the Risk.

TODD SHEPHERD, OWNER/CEO, FORGE FIRE & COMPANY LLC

SIGNATURE: _____

DATE: ____ / ____ / ____

AUTHORIZED REPRESENTATIVE, CLIENT DEPARTMENT

PRINTED NAME: _____

TITLE/RANK: _____

DEPARTMENT NAME: _____

SIGNATURE: _____

DATE: ____ / ____ / ____

RESOLUTION 2025-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON BEHALF OF THE TOWN OF WAKE FOREST, THE CONTRACT FOR FIRE STATION #6

WHEREAS, the Town identified the need to build an additional Fire Station to provide the same level of service;

WHEREAS, the Public Facilities Department posted a call for bids for the Design Build of Fire Station 6, approved by the Board of Commissioners on August 20, 2024- Resolution # 2024-49, to be awarded to Edifice LLC;

WHEREAS, Edifice/ ADW Architects designed Fire Station 6 to fulfil the requirement of ISO and provide service to the Northern and Eastern sections of Town;

WHEREAS, Fire Station Six also includes a training room to be available for Fire Station personnel and other Town departments;

WHEREAS, Fire Station Six also includes a Burn Town for ongoing training needs for all firefighters throughout the area;

WHEREAS, On December 29, 2025, Edifice provided a Guaranteed Maximum Price based on the design provided;

BE IT RESOLVED by the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a contract with Edifice in the amount of \$17,230,686.00 for the Fire Station and \$1,323,221.00 For Training Burn Tower, totaling \$18,553,907

Adopted and effective this the 17th day of February 2026.

Ben Clapsaddle, Mayor

ATTEST:

Evelyn Wright, Town Clerk



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-763-

Submitted by: Aileen J. Staples, Administration

Submitting Department: Administration

Meeting Date: February 3, 2026

Subject

Discussion of December Financial Summaries

Recommendation:

item Summary:

ATTACHMENTS:

- [Monthly Financial Report_summary.pdf](#)
- [December 31, 2025 Financial Summaries.pdf](#)

Agenda Item: Monthly Financial Report

Summary: Staff prepares monthly financial reports for each of the respective operating funds for which an annual budget is authorized by the Board of Commissioners. The reports are accompanied by highlights during respective month for each fund.

Attachments: Financial summaries

Town of Wake Forest

December 31, 2025

OVERALL HIGHLIGHTS:

- Ad valorem taxes represent over 50% of the general fund revenues – they are due September. Penalties and interest do not accrue until January 2026. Majority of this revenue source comes in towards the end of December and before January 6.
- Net increase YTD (increase in fund balance) is \$9.4 million
 - Increased collections in current year ad valorem taxes - \$6.6 million for the month
- Guidelines for spending is 50%. Total year-to-date expenditures are at 51.5% of appropriations (including encumbrances). Departments that exceed threshold are attributed to blanket purchase orders issued in July/August and other expenditures paid early in the fiscal year (i.e. workers compensation, property and liability insurance in Risk Management).
- Purchase for resale – power for December (\$1,318,041) is paid in January and not reflected in the attached. Rate adjustment went into effect September 1 – 3% increase in residential energy charge.
- American Rescue Plan Act (ARPA) is a “life to date” (LTD) fund and everything reported is cumulative from the beginning – July 2021.
 - Second deadline – all funds must be spent by December 31, 2026.

GENERAL FUND
December 31, 2025

Monthly Target Percentage

50.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Ad Valorem Taxes	\$ 51,065,310	\$ 39,340,762	-	\$ 11,724,548	77.04%	\$ 39,067,759
Other Taxes	72,500	34,257	-	38,243	47.25%	29,254
Unrestricted Intergovernmental	20,816,945	5,808,862	-	15,008,083	27.90%	5,513,784
Restricted Governmental	3,403,535	1,819,427	-	1,584,108	53.46%	1,353,923
Permits and Fees	2,675,000	1,327,350	-	1,347,650	49.62%	1,200,659
Other Revenue	3,234,635	1,035,341	-	2,199,294	32.01%	890,026
Sales and Services	5,973,535	2,138,100	-	3,835,435	35.79%	1,856,712
Investment Earnings	985,500	418,898	-	566,602	42.51%	653,760
Other Financing Sources	7,489,209	-	-	7,489,209	0.00%	-
General Fund Total	\$ 95,716,169	51,922,997	-	43,793,172	54.25%	\$ 50,565,878

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
410 Board of Commissioners	\$ 409,250	\$ 120,752	\$ -	\$ 288,498	29.51%	\$ 237,027
412 Legal Services	494,130	237,408	-	256,722	48.05%	128,139
420 Town Manager's Office	1,069,335	497,864	19,909	551,562	48.42%	490,035
421 Town Clerk	299,600	131,555	-	168,045	43.91%	123,001
422 Organizational Performance	745,350	319,968	7,000	418,382	43.87%	280,579
423 Budget Management	507,600	239,422	-	268,178	47.17%	152,503
425 Communications	1,450,765	696,567	61,086	693,112	52.22%	570,450
430 Human Resources	1,291,105	588,209	7,967	694,928	46.18%	607,186
431 Risk Management	1,250,650	1,124,013	-	126,637	89.87%	439,102
435 Downtown Development	587,200	267,600	-	319,600	45.57%	239,872
440 Financial Services	1,674,505	859,495	1,485	813,525	51.42%	958,094
445 Information Technology	2,381,430	1,245,270	224,574	911,586	61.72%	1,424,389
480 Inspections	2,405,510	1,124,132	46,575	1,234,803	48.67%	1,006,018
490 Planning	5,573,396	1,920,257	1,188,455	2,464,684	55.78%	1,473,626
500 Public Facilities	3,590,450	1,415,486	1,058,599	1,116,366	68.91%	1,595,838
510 Police	19,396,634	8,602,228	1,435,961	9,358,444	51.75%	8,733,225
520 Fire	14,267,530	7,182,618	946,398	6,138,514	56.98%	6,878,255
530 Public Works Administration	329,535	147,787	-	181,748	44.85%	135,377
535 Urban Forestry	745,495	298,413	-	447,082	40.03%	216,649
540 Engineering	2,297,981	1,063,461	88,569	1,145,951	50.13%	852,564
550 Fleet Maintenance	727,290	307,955	-	419,335	42.34%	298,144
560 Streets	5,089,139	1,395,645	1,011,523	2,681,971	47.30%	1,495,874
580 Solid Waste	6,923,154	2,830,266	255,985	3,836,903	44.58%	2,653,766
620 Parks and Recreation	6,940,425	2,748,522	426,100	3,765,803	45.74%	2,550,174
630 Center for Active Aging	790,405	239,791	7,000	543,614	31.22%	-
999 Transfers	14,478,305	6,907,653	-	7,570,653	47.71%	6,579,085
General Fund Total	\$ 95,716,169	42,512,339	6,787,186	46,416,645	51.51%	\$ 40,118,973

General Fund - Net Gain (Loss)

\$ 9,410,658

\$ 10,446,904

Debt Service Fund
December 31, 2025

Monthly Target Percentage

50.00%

Department	Amended Budget	YTD Actual	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES					
Restricted Governmental	\$ 1,805,715	1,817,072	(11,357)	100.63%	1,719,784
Permits and Fees	637,500	267,403	370,098	41.95%	346,903
Investment Earnings	106,350	73,158	33,192	68.79%	57,233
Other Financing Sources	8,854,850	4,394,925	4,459,925	49.63%	4,475,408
General Fund Total	\$ 11,404,415	6,552,558	4,851,857	57.46%	\$ 6,599,327

Department	Amended Budget	YTD Actual	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES					
440 Financial Services	\$ 12,820	\$ 6,845	\$ 5,975	53.39%	\$ 7,612
445 Information Technology	615,455	301,126	314,329	48.93%	324,405
480 Building Inspections	13,530	6,762	6,768	49.97%	10,285
490 Planning	396,910	256,153	140,757	64.54%	13,057
500 Public Facilities	1,103,515	253,265	850,250	22.95%	255,732
510 Police	425,790	303,884	121,906	71.37%	378,606
520 Fire	1,199,465	145,170	1,054,295	12.10%	145,169
535 Urban Forestry	-	-	-	0.00%	4,273
540 Engineering	9,310	4,654	4,656	49.99%	8,178
550 Fleet Maintenance	12,050	6,077	5,973	0.00%	10,348
560 Streets	1,733,785	321,785	1,412,000	18.56%	315,045
570 Powell Bill	2,823,460	1,553,307	1,270,153	55.01%	1,028,221
580 Solid Waste	255,875	128,541	127,334	50.24%	182,493
620 Parks and Recreation	2,802,450	1,271,201	1,531,249	45.36%	381,437
General Fund Total	\$ 11,404,415	4,558,771	6,845,644	39.97%	\$ 3,064,861

Debt Service Fund - Net Gain (Loss)

\$ 1,993,786

\$ 3,534,465

DMSD Special Revenue Fund
December 31, 2025

Monthly Target Percentage

50.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Ad Valorem Taxes	\$ 209,200	\$ 151,138	-	\$ 58,062	72.25%	\$ 148,122
Investment Earnings	12,500	8,239	-	4,261	65.91%	10,180
DMSD Special Revenue Fund Total	\$ 221,700	159,377	-	62,323	71.89%	\$ 158,302

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
Transfers In (Out)	\$ 221,700	\$ -	\$ -	\$ 221,700	0.00%	\$ -
DMSD Special Revenue Fund Total	\$ 221,700	-	-	221,700	0.00%	\$ -

Downtown District - Net Gain (Loss)

159,377

158,302

Wake Forest Renaissance Centre
December 31, 2025

Monthly Target Percentage

50.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Sales and Services	\$ 322,700	\$ 89,904	\$ -	\$ 232,796	27.86%	\$ 58,761
Other Revenue	184,825	135,574	-	49,251	73.35%	114,330
Other Financing Sources	996,625	463,313	-	533,313	46.49%	398,775
WFRC Fund Total	\$ 1,504,150	688,790	-	815,360	45.79%	\$ 571,867

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
626 Wake Forest Renaissance Centre	\$ 1,504,150	\$ 707,249	\$ 74,078	\$ 722,823	51.94%	\$ 693,119
WFRC Fund Total	\$ 1,504,150	707,249	74,078	722,823	51.94%	\$ 693,119

WFRC Fund - Net Gain (Loss) **\$ (18,459)** **\$ (121,253)**

Wake Forest Business and Industry Partnership Fund (BIP)
Decmeber 31, 2025

Monthly Target Percentage

50.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Sales and Services	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Other Revenue	15,500	5,907	-	9,593	38.11%	7,433
Other Financing Sources	567,355	283,928	-	283,428	50.04%	249,000
WFRC Fund Total	\$ 582,855	289,835	-	293,020	49.73%	\$ 256,433

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
415 Economic Development	\$ 582,855	\$ 238,074	\$ -	\$ 344,781	40.85%	\$ 216,866
WFRC Fund Total	\$ 582,855	238,074	-	344,781	40.85%	\$ 216,866

WFBIP Fund - Net Gain (Loss) **\$ 51,761** **\$ 39,567**

WAKE FOREST POWER (ELECTRIC FUND)
December 31, 2025

Monthly Target Percentage

50.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Charges for Services	\$ 26,006,750	\$ 13,408,664	-	\$ 12,598,086	51.56%	\$ 13,108,820
Sales Tax - Utility	1,771,610	926,464	-	845,146	52.30%	911,670
Other Revenue	422,640	275,933	-	146,707	65.29%	457,524
Investment Earnings	40,000	43,576	-	(3,576)	108.94%	18,960
Electric Fund Total	\$ 28,241,000	14,654,638	-	13,586,362	51.89%	\$ 14,496,974

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
840 Electric - Billing & Collections	\$ 872,860	\$ 359,740	\$ -	\$ 513,120	41.21%	\$ 434,683
850 Electric - Operations	\$ 26,837,655	11,185,017	705,905	14,946,733	44.31%	13,458,412
860 Electric - Tree Trimming	530,485	181,444	97,236	251,805	52.53%	167,576
Electric Fund Total	\$ 28,241,000	11,726,201	803,140	15,711,658	44.37%	\$ 14,060,672

Electric Fund - Net Gain (Loss)

2,928,436

436,303

STORMWATER UTILITY FUND
December 31, 2025

Monthly Target Percentage

50.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Charges for Services	\$ 3,610,510	\$ 3,275,013	-	\$ 335,497	90.71%	\$ 3,175,678
Investment Earnings	25,000	17,420	-	7,580	69.68%	-
Other Financing Sources	-	-	-	-	0.00%	-
Stormwater Utility Fund	\$ 3,635,510	3,292,433	-	343,077	90.56%	\$ 3,175,678

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
545 - Stormwater Management	\$ 3,635,510	\$ 501,060	\$ 964,846	\$ 2,169,605	40.32%	\$ 195,307
Stormwater Utility Fund	\$ 3,635,510	501,060	964,846	2,169,605	40.32%	\$ 195,307

Stormwater Utility Fund - Net Gain/(Loss)

2,791,374

2,980,370

AMERICAN RESCUE PLAN ACT (ARPA)
12/31/2025 (Cumulative - Life to Date)

Monthly Target Percentage

N/A

N/A						
Department	Amended Budget	LTD Actual	Encumbrances	Remaining Budget	% Budget Used	PY YTD Actuals
REVENUES						
Restricted Governmental	\$ 14,541,000	14,541,846	-	(846)	100.01%	-
Investment Earnings	1,169,850	1,184,581	-	(14,731)	0.00%	-
Other Financing Sources	-	-	-	-	0.00%	-
General Fund Total	\$ 15,710,850	15,726,427	-	(15,577)	100.10%	\$ -
Department	Amended Budget	LTD Actual	Encumbrances	Remaining Budget	% Budget Used	PY YTD Actuals
EXPENDITURES						
445 Information Technology	\$ 825,000	\$ 803,732	\$ -	\$ 21,268	97.42%	\$ -
525 Public Safety (ARPA)	3,220,840	1,566,831	1,654,000	9	100.00%	-
540 Engineering	7,416,320	4,456,826	2,801,182	158,312	97.87%	-
638 Other Improvements	4,248,690	4,036,005	212,030	655	99.98%	-
General Fund Total	\$ 15,710,850	10,863,395	4,667,211	180,244	98.85%	\$ -
ARPA Fund - Net Gain (Loss)		\$ 4,863,032				\$ -



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-780-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: February 3, 2026

Subject

February 17, 2026 Draft Agenda

Recommendation:

item Summary:

ATTACHMENTS:

- [Board of Commissioners \(21\).pdf](#)



**Wake Forest Board of Commissioners
Meeting Agenda
February 17, 2026 – at 6:00 PM
All items listed are for discussion and possible action.**

Notice

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Town of Wake Forest will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For individuals with impaired hearing, special equipment is available for use during meetings in the Town Hall board chambers. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Town of Wake Forest should contact the office of ADA Coordinator [Mickey Rochelle](#) at 919-435-9455 or Town Clerk [Evelyn Wright](#) at 919-435-9432 as soon as possible, but no later than 48 hours before the scheduled event.

Cable & Online Broadcast of Board of Commissioners Meetings

All Board of Commissioners meetings are broadcast live on [WFTV 10](#) beginning at 6 p.m. Meetings are also aired online on the [Public Meetings Portal](#) on the [Town of Wake Forest website](#). Archived meeting videos are also provided and available for one year after the original air date.

Meeting Agendas

The [Board of Commissioners](#) meeting agenda is available to be viewed and downloaded by noon on the Friday prior to the third Tuesday of each month. Citizens may request copies of the agenda or submit questions concerning agenda items by calling the Deputy Town Clerk's office at 919-435-9432. Citizens may also receive a copy of each month's agenda via email by enrolling in the free [E-Notifier](#) subscription service.

Public Hearings

When an agenda item is denoted as a [Public Hearing](#), persons attending shall be permitted to address the Board of Commissioners regarding the item under consideration with those speaking in favor first and those against speaking second. Proponents and opponents shall each be given three minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed three minutes each to express his/her comments, ideas, concerns, expressions, and desires. Only comments on a Public Hearing will be allowed during this time.

Public Comment

During the Public Comment period, anyone wishing to address the Board of Commissioners concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the Board of Commissioner Public Comment Form on the [Town website](#). Then, during the Public Comment portion of the meeting, The Mayor will recognize you and invite you to the podium at which time you will have three minutes to speak. Thank you for your cooperation.

Call to Order

Pledge of Allegiance

1. Approval of Agenda

2. Approval of Minutes

3. Presentations

- 3.A Resolution recognizing Donny Ray Carroll on their retirement from the Town of Wake Forest
- 3.B Resolution recognizing Randy G. Driver on their retirement from the Town of Wake Forest.
- 3.C Resolution recognizing Jeremy R. Morris on their retirement from the Town of Wake Forest.

4. Public hearings / Public Comment

- 4.A Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 3 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff and other speakers.
- 4.B Public hearing on a contiguous annexation submitted by property owners, The Villas at Wake Forest Crossing LLC, located at 12751 Wake Union Church Road and 12739 Wake Union Church Road being Wake County PINs 1831869237 and 1831868329 being approximately 2.36 acres.
[02172026 BOC Agenda Summary AN-25-05.pdf](#)
[Attachment A Legal Description AN-25-05.pdf](#)
[Attachment B Annexation Map AN-25-05.pdf](#)
[Attachment C Annexation Petition AN-25-05.pdf](#)
[DRAFT ORDINANCE AN-25-05.docx](#)
- 4.C Public Hearing for 2026 Municipal Service District Extension
[Attachment C - NCGS Chapter 160A “Article 23.pdf](#)
[Attachment D - Town of WF MSD Analysis & Case Studies.pdf](#)

5. Consent Agenda

(A Consent Agenda is a group of items passed with a single motion and vote. These matters are of a generally routine nature. No debate is allowable on any item included on the Consent Agenda. If a Commissioner or any citizen of Wake Forest or its ETJ wants

separate consideration of any item, it may be removed from the Consent Agenda by request.)

5.A Approval of Appointment to Citizen Advisory Board

5.B Approval of a Resolution to surplus the badge and service weapon carried by Lieutenant Jeremy Morris

[Morris Summary badge and weapon surplus.docx](#)

[Morris Resolution Badge and Weapon.docx](#)

6. Legislative Items

7. Planning Items

7.B Consideration of a contiguous annexation submitted by property owners, The Villas at Wake Forest Crossing LLC, located at 12751 Wake Union Church Road and 12739 Wake Union Church Road being Wake County PINs 1831869237 and 1831868329 being approximately 2.36 acres.

7.C Consideration of 2026 Municipal Service District Extension

[Attachment C - NCGS Chapter 160A – Article 23.pdf](#)

[Attachment D - Town of WF MSD Analysis & Case Studies.pdf](#)

8. Administration and Financial Items

8.A Consideration of Approval of Resolution Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by North Carolina General Statute 160-20 (Construction of Fire Station 6)

9. Public Services Items

10.Parks and Recreation Items

11.Public Safety Items

12.Other Business

12.A Commissioners Report

12.B Department Monthly Reports

13.Adjournment



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-766-

Submitted by: Lisa Hayes, Administration

Submitting Department: Administration

Meeting Date: February 3, 2026

Subject

Consideration of the Town of Wake Forest's Special Event Policy update

Recommendation:

Approval of revisions to the Special Event Policy

item Summary:

ATTACHMENTS:

- [Summary Sheet_Consideration of Town of Wake Forest Special Event Policy update.docx](#)
- [2026 Special Events Policy_rev 2_3_26.pdf](#)

Consideration of the Town of Wake Forest's Special Event Policy Update

Item Summary:

Update to the insurance requirements that Event Organizers must maintain when hosting events on public property and adding a tiered system to event type.

Attachments:

Special Event Policy, Revision Date February 3, 2026



SPECIAL EVENTS POLICY

REVISION DATE:
February 3, 2026

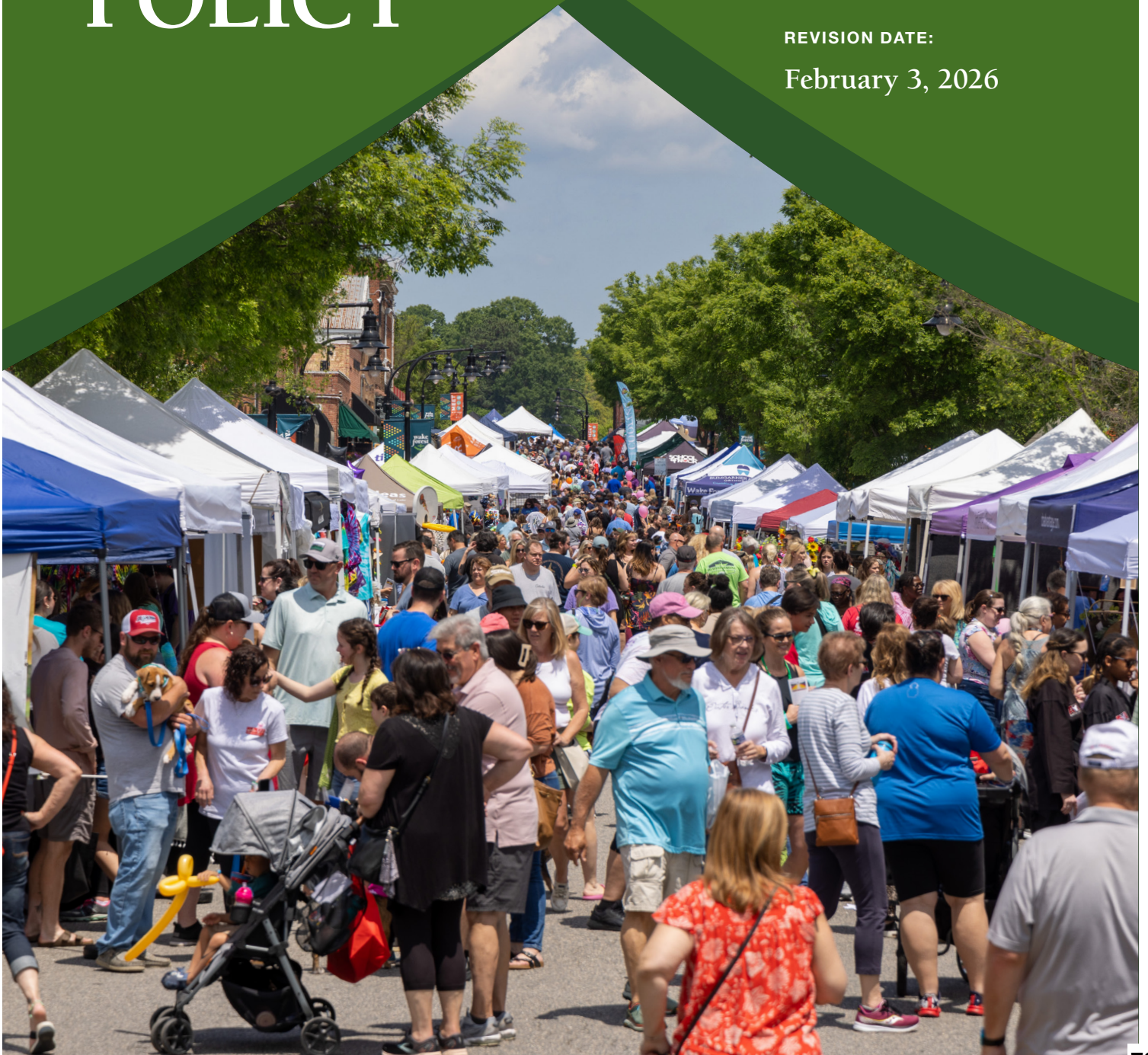




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Introduction

Special Events are an important component of the high quality of life in Wake Forest. These events support a sense of place and community, have a positive economic impact on surrounding businesses and encourage residential, commercial, and professional office investment in the Town of Wake Forest ("Town"). The Town has long been a supporter of community events that provide leisure and recreational activities.

When the Town organizes a Special Event, any adverse consequences such as security, traffic and crowd control, property damage, and sanitation are minimized. Similar Special Events sponsored by private groups may not adequately address the adverse consequences. The Town believes it is in the public interest and promotes the public health, safety, and welfare to regulate such Special Events that interfere with the free flow of vehicular and pedestrian traffic on Public Areas and/or utilize private property for events that may impact traffic or public safety.

This Policy is intended to permit many types of Special Events in Public Areas but under guidelines that will prevent, or at least reduce the adverse consequences.

The Wake Forest Board of Commissioners (BOC) of the Town of Wake Forest do hereby enact and ordain the Special Events Policy.



Special Events Policy

This policy shall be known and cited as the Special Events Policy ("Policy").

It is the policy of the Town that Public Areas, as defined below, are set aside primarily for use by the public at large and should not ordinarily be reserved for private events, parties and gatherings that do not promote a public purpose that benefits and is made available to the entire community. However, on a limited basis, private events that accomplish public good by celebrating the history, heritage and diversity of Wake Forest may be allowed within a Public Area subject to the provisions of this Policy.

The Town Manager is hereby given the authority to authorize the temporary closure of Public Areas, as defined below, for Special Events subject to the provisions of this Policy.

The Town Manager shall have the right to grant waivers concerning scheduling or other minor requirements of this Policy where there is a hardship caused to the event organizer by the strict enforcement of this Policy provided the health, safety and welfare of the public is not placed at risk and the overall intent of this Policy can be achieved.

This policy shall not apply to events taking place in our public parks, greenways, playgrounds and at The Renaissance Centre. The Parks, Recreation, and Cultural Resources Department, the Renaissance Centre, and Center for Active Aging have policies in place to regulate events held in these venues.



Definitions

For the purposes of this Policy, the following Definitions shall apply unless the context clearly indicates or requires a different meaning:

Centennial Plaza: Plaza located directly in front of Town Hall located along Brooks Street. See section for special conditions related to Centennial Plaza use.

Certificate of Insurance (COI): A certificate showing proof of the required insurance coverage(s) in the form of an original current certificate of insurance presented by the Insured's agency. The Town, its officers, officials, agents, and employees, shall be named as additional insured on the General Liability Policy.

Community Event: These are approved "special events" that a business, religious institution, community group, or other organization runs, pays for, and plans after applying for and receiving a Special Event Permit from the Town. Examples of Community Events include the Wake Forest Rotary Club's Cars & Carnivores Street Festival, Wake Forest Downtown, Inc.'s Forest Fest, and the Wake Forest Area Chamber of Commerce's Meet in the Street. Town staff may approve an event location (Festival Street/East Owen Avenue, South White Street, etc.), and may require staff from Police, Public Works, and other departments, as necessary. Community Event Organizers are invoiced for the cost of Town staff required to work the event.

Community Events Coordinator: The Town's employee(s) and/or contact(s) that help guide the event organizer(s) throughout the various special event processes and stages (application, planning, requirements/regulations, etc.) in the Special Event Policy. They also act as a liaison between the event organizer and other Town departments throughout the event process.

Crowd Manager: The person(s) responsible for defining their event organization/ establishment's emergency plan for evacuation. They are also responsible for ensuring that all event personnel, including volunteers, properly understand their roles in crowd management and assisting in directing the crowd in an orderly manner for evacuation. They provide direction for all



event personnel in assigned areas by continuously communicating necessary changes of events or strategies consistent with event management as well as monitor crowd behavior, intervening as necessary.

Downtown Wake Forest: Defined by a geographical area designated as the Municipal Service District (MSD). See map for details: www.wakeforestnc.gov/sites/default/files/uploads/WFD/msd-map.pdf

Event Organizer: The individual(s) completing the Special Event Permit Application and point-of-contact for the event. This individual is responsible for coordinating and submitting all the requirements and conditions pertaining to the Special Event Permit and complying with the Town's Special Event Policy. The Event Organizer is to remain on-site beginning at event set up, during the event and after, until all equipment is picked up, clean up, etc. has been completed. The permit will be issued in the name of the specific individual and that individual shall be physically present throughout the duration of the event, and personally responsible for the information provided, for compliance with the terms and conditions of the permit and all terms set forth in this policy.

Event Site Plan/Map: A comprehensive plan/map of the event site that includes (as applicable) such items as street closures, stage location(s), restroom facilities/ locations, vendor areas, food/food truck areas, information tent, designated parking areas, first aid stations, missing child relocation area, emergency shelter locations, and volunteer stations.

General Event: Minimal-impact events that take place in off-street venues and do not close roads; have fewer than 200 estimated total attendees; affect a minimal number of residents or establishments; and have no significant event infrastructure.

DEFINITIONS



Motorized Parade: Any parade that includes a motorized vehicle; these types of events are governed by the Town's Motorized Parade Policy.

Neighborhood Event: Organized small-scale activity that closes a small section of a local street. Events are limited to a neighborhood cul-de-sac or on a road with only one entrance where all the affected residents have been notified. These small-scale gatherings are initiated by, and are intended to, attract only local residents who live on or in close proximity to the street being closed. They are not intended for the general public.

Political Events/Parties: A group of people engaged in political activities and/or events (i.e. lobbying, community organizing, campaign advertising, etc.) aimed at achieving clearly defined political goals, which typically benefit the interests of their members.

Positive Protective Barrier: The measures and/or devices which contain and/or redirect motorized vehicles and meet applicable crash standard criteria. Examples may include Class III barriers, Meridian barriers, highly mobile barriers, movable and temporary steel barriers, movable concrete barriers, and traditional concrete barriers.

Private Property Events: Events held entirely on private property where a disruption to vehicular or pedestrian traffic is anticipated.

Public Area: Primarily an area dedicated, reserved, or set aside for public use and maintained by or under the

control of the Town. Among other places, it includes streets, alleys, sidewalks, parking lots, parks, and other open space and property owned by the Town. Further, streets under the control of the North Carolina Department of Transportation (NCDOT) and the sidewalks along those streets are a Public Area for the purposes herein when the appropriate review and consent has been obtained from the Town and NCDOT.

Public Purpose: Events that accomplish public good by celebrating the history, heritage and diversity of Wake Forest. These events support a sense of place and community, have a positive economic impact on surrounding businesses and encourage residential, commercial, and professional office investment in the Town.

Social District: Social Districts are areas where people can walk with open, to-go containers of alcoholic beverages (malt beverages, unfortified wine, fortified wine, spirituous beverages, and mixed beverages) in a contiguous area. A Social District may include both indoor and outdoor areas of businesses within the defined district during the days and hours established for the district. When applicable due to the time, location, or other elements of an event, the Town's Social District requirements and obligations must also be followed in addition to this policy. This policy and Town Social District requirements shall not be interpreted or applied in a manner contrary to the other.

Special Event: An event which is expected to attract/assemble fifty or more persons on a Public Area (Centennial Plaza has additional permitting requirement – please refer to that section), or which may require the closing of public streets and sidewalks, or which may restrict or interfere with the right of merchants, the public and private individuals to have access to offices, stores, residences, or other places. Streets under the control of NCDOT are considered a Public Area for the purposes of this definition when appropriate consent has been obtained from NCDOT.

Special events include, but are not limited to general events, neighborhood events, walk/race events, street festivals, carnivals, concerts, parades, processions, block parties, private property events, performances, rallies, ceremonies, and festivals of any kind. At all times, the Town reserves the right to define and categorize the type of event, its Tier, the required insurance coverages, the operations and logistics necessary to maintain safety and compliance, and any other definition decision necessary to the consistent application of the spirit and letter of this policy.

Special Event Emergency Action Plan (SEEAP): A plan that includes and identifies such items as, but not limited to comprehensive site map(s), crowd managers, emergency access, event communication/contacts, how event organizer(s) deal with emergencies, notification, safety/security information, and weather contingency plans.

Sponsor/Sponsoring Organizations: An individual or organization that pays some or all of the costs involved in an event in return for advertising.

Street Festival/Carnival/Concert/Parade: Greater impact on the community, which may involve the closure of multiple town blocks; closure that affects numerous residents or establishments; high noise levels; estimated attendance of 200 or more people; and/or significant event infrastructure such as multiple vendors, stages, and tents.

Tier 1 Event: Event with fewer than 200 people, limited Town services, no public right of way closures, and limited event components (without inflatables, tables, food trucks, large tents, alcohol, and stage systems). Does not include Motorized Parades.

Tier 2 Event: All events except those that fit the Tier 1 Event criteria. Includes events that serve alcoholic beverages. Does not include Motorized Parades.

Town-Organized Event: These are events that the Town creates, pays for, and plans. Town staff manage the programming, including activities, logistics, sponsors and vendors. These are often referred to as “Town Events.” Examples of Town events include Friday Night on White, Halloween Boo Bash, and the Wake Forest Cares Holiday Kickoff.

Walk/Race Event: Organized activity involving running, biking, walking or other means of transportation, involving three or more participants and utilizing a fixed course that involves the use or obstruction of Town street right-of-way, Town sidewalks, and greenways.



Special Event Permit

PERMIT REQUIREMENT

It shall be unlawful for any person to conduct, sponsor, maintain or assist in maintaining a Special Event, as defined above, within or on any Public Area without first obtaining the permit required herein and maintaining the validity of the permit throughout the Special Event.



Special Event Permit Exceptions

The following events are exceptions to the permit and will not apply to nor require a permit:

- Funerals.
- Educational activities involving students and/or faculty provided the event is under the immediate direction and supervision of school administrative personnel and does not require closure of a public area or have traffic, safety or noise impacts.
- The Town or any other governmental unit carrying out its normal functions.
- Town-Organized Events, or an authorized agent of the Town provided the Special Event is insured against accidents and liabilities by the Town or by the entity acting on behalf of the Town.
- Spontaneous events lasting no more than two (2) hours occasioned by news or public affairs coming into the public knowledge within three (3) days of the event provided the organizer of the event provides immediate written notice to Wake Forest Police Department.
- Official observances for national holidays, national, state, and local events which are of short duration and open to the public at large without the payment of admission fees or other charges and do not involve commercial activity.
- Picketing. Regulations for picketing are stated in Chapter 20, Article IV, Section 20-118,119 of the Code of Ordinances of the Town.

Special Event Permit Application Process

APPLICATION

An electronic application for a Special Event Permit shall be filed with the Town Manager or their designee using the form link below.

1. Applying for a Special Event Permit does not guarantee approval.

The Town assumes no liability if an event is not approved; selling tickets, advertising, gaining sponsorship, and any other activities done prior to the event approval will be done at the risk of the event organizer.

2. Read the Special Events Policy thoroughly and please direct any questions to the Community Events Coordinator(s) at: communityeventscoordinator@wakeforestnc.gov or (919) 435-9415.

3. Complete the Town Special Event Permit Application online: www.cognitoforms.com/TownOfWakeForestNC1/SpecialEventApplication
4. Pay the required, non-refundable application fee (see below) and upload any required documentation (i.e., event site plan/map, private property approval letters) at the time of application submittal.

DETERMINATION AND ISSUANCE OF PERMIT

The event organizer should review the following table to understand event type classifications. In issuing any permit applied for under this Policy, the Town Manager and/or designee, shall determine which departments should review and make recommendations for approval, approval with conditions, or denial. Applications for Special Events shall be submitted in accordance with the following schedule.



SPECIAL EVENT PERMIT

Event Type	Tier	Examples	Application Deadline	Application Fee*	Insurance Requirements**
General	Tier 1	Fewer than 200 people; limited Town services; no public right of way closures; limited event components with no inflatables, tables, food trucks, large tents, alcohol, or stage systems. Examples include pop-up markets and small gatherings for public purpose.	Minimum 90 days prior to event	\$25	Comprehensive general liability insurance policy providing bodily injury and property damage liability protection in the amount of \$2,000,000.
Neighborhood Events	Tier 1	Cul-de-sac closures	Minimum 60 days prior to event	\$25	Comprehensive general liability insurance policy providing bodily injury and property damage liability protection in the amount of \$2,000,000.
Private Property Events	Tier to be determined based on event components	Music nights, carnivals, retail grand openings, etc.	120 days prior to event	\$50	To be determined based on Tier assigned.
Walk/Race Events	Tier 2	5Ks, half-marathons	Minimum 120 days prior to event	\$100	Comprehensive general liability insurance policy providing bodily injury and property damage liability protection in the amount of \$5,000,000.
Street Festivals/ Carnivals/ Concerts/ Parades	Tier 2	All other events except those that fit Special Event Tier 1 criteria. Event examples include festivals, car shows, and events serving alcohol.	Minimum 180 days prior to event	\$100	Comprehensive general liability insurance policy providing bodily injury and property damage liability protection in the amount of \$5,000,000.
Motorized Parade	Governed by the Motorized Parade Policy	Motorized Parade	***	***	Comprehensive general liability insurance policy providing bodily injury and property damage liability protection in the amount of \$5,000,000.

**Non-refundable*

***See Conditions, Insurance Section within this Policy for more information*

****Governed by the Town's Motorized Parade Policy*

Evaluation Criteria

DETERMINATIONS

The Special Event Permit process utilizes the following criteria when evaluating and permitting Special Event Permit Applications:

- The event purpose meets the public purpose requirement (events that accomplish public good by celebrating the history, heritage and diversity of Wake Forest);
- The Public Area to be used can accommodate the number of people expected to participate;
- The general health, safety, and welfare of the participants in/or attending the event as well as the surrounding community;
- Potential conflicts with prior scheduled permitted Special Events. Please also see maximum number of events allowable below in the Additional Determinations section;
- Whether the activities are in compliance with other applicable laws and Town ordinances;
- **Frequency.** No permit shall be issued which allows a particular Public Area to be closed for more than twelve (12) continuous hours; for more than two (2) days in a calendar month;
- **Benefit.** No permit shall be issued for an event which is substantially intended to financially benefit the event organizer or sponsor of the event unless the individual or sponsor can demonstrate the public purposes to be achieved;
- The individual making the application is a responsible individual with no criminal record;
- Priority is given to Town-based groups, chapters, and organizations (these are events organized by a group, chapter or organization that is Wake Forest-based either through its non-profit status, physical location, or with a chapter/group providing community services in Wake Forest); and
- No political groups/events.

ADDITIONAL DETERMINATIONS

No permit shall be issued unless the permit can reasonably find:

- The property owners and public have pedestrian access to residences and businesses located along the closed portion of the Public Area.



- If alcohol will be served, or available, there is a plan for security, crowd control and emergency services.
- Availability of public safety and town personnel to ensure event safety.
- All other permissions, licenses and permits have been obtained.
- Adherence to event frequency limitations listed below which attempt to minimize the impact on residents, property owners and businesses affected by street closures, traffic, noise, etc.

LIMITATION ON NUMBER OF EVENTS

In order to continue to cost-effectively support these events with public staff, to protect the interests of community members who are regular users of streets, sidewalks, and greenways from undue inconvenience, and to continue to support these events that are positive for the health, recreation and well-being of participants and for the economic development of the Town, the following restrictions shall be considered during the Special Event Approval Process:

Downtown Wake Forest. Maximum two (2) events per month on Downtown streets, including but not limited to S. White Street, S. Brooks Street, Elm Avenue, E. Owen Avenue, E. Jones Avenue, or Wait Avenue; this maximum number of events includes events hosted by the Town.

Community-Wide. Maximum of two (2) permitted events Town-wide per day (if Town Public Safety Resources are needed, event request will be evaluated and approved based on availability of Town Public Safety Resources).

Blackout Dates. Due to the reduced availability of supporting Town resources, applications for dates that fall on, or around, Town-Organized and sponsored events and Town observed holidays may not be approved. Please check the Town's website for a list of official Town holidays.

Maximum Number of Street Closure Events for each Organization Per Calendar Year (excluding Festival Street):
Downtown – one (1) per entity

SPECIAL EVENT PERMIT

FORM OF SPECIAL EVENT PERMIT

An electronic application form will be provided by the Town.

- Upon submitting your application, you will receive a confirmation email that your application has been received.
- An application is not considered complete until all required fee(s), information, and documents are submitted. Incomplete applications will not be considered.
- **Event Organizer.** If the event organizer represents an organization or group, that information should be included; however, the permit will be issued in the name of the specific individual and that individual shall be personally responsible for the information provided and for compliance with the terms and conditions of the permit. The person designated by the application as the person responsible for the Special Event shall be physically present and accept responsibility for compliance with any and all terms as set forth in this policy.
- **Transferability.** The permit granted under this policy will not be transferable or assignable.
- **Vendors and Event Displays.** The event organizer has control of event vendors and displays. All vendors and displays must meet the criteria in this policy.



REVOCATION OR DENIAL OF SPECIAL EVENT PERMIT

The application for any permit may be denied and any permit issued under this Policy may be revoked if:

- The application contains false or misleading information or does not set forth all the information requested, or
- The Special Event is operated in such a manner as to create a public nuisance or to constitute a hazard to the public health, safety, and welfare, or
- The event organizer and/or sponsor of the event has failed to obtain and maintain any health, business or other license or permit required by law for the activities carried on during the Special Event, or
- The event organizer and/or sponsor of the Special Event has violated or is attempting to violate any of the terms and conditions of this Policy or in prior approved events, or
- If there is a conflict with any previously scheduled Special Event. Events sponsored by the Town or carried out on behalf of the Town as part of its public service shall be given priority in scheduling.

APPEALS

Event organizer(s) denied a permit may appeal before the Wake Forest BOC at a regularly scheduled meeting by filing with the Town Clerk. Appeal filing must occur within fifteen (15) business days of notification of denial.

Property and business owners unreasonably and unduly affected by a permitted Special Event may appeal before the Wake Forest BOC at a regularly scheduled meeting by filing with the Town Clerk.





Policy Overview

Special Event Permit Regulations

The permit issued for a Special Event under this Policy shall be subject to the regulations, conditions, and reservations of rights as set forth in this section.

Additional Permits. Any other permit required for the Special Event shall be obtained, including, but not limited to, permits for the service and consumption of alcoholic beverages, permits issued by NCDOT, Wake County Health Department, use of private property, and other similar licenses or permits. The Special Event will be operated in strict compliance with the terms and conditions set forth in those licenses and permits.

Public Safety Officers. The event organizer is responsible for all aspects of event management including crowd control and safety. The event organizer may be required to arrange for Wake Forest Public Safety Officers, at the event organizer's expense, to be present at the event. The number of officers required will be determined by the Wake Forest Police Department ("WFPD") and communicated in advance as a condition of the event permit approval.

Event Barriers. Events requiring street closures may require the use of large vehicles or heavy barriers to prevent vehicular traffic into event areas. Barrier requirements will be determined by the WFPD and will be communicated in advance as a condition of the event permit approval. The event organizer will be responsible for the cost of the required barriers.

Access. Pedestrian access will be provided for businesses and/or residences located along the Public Area; as well as access for fire and other protective services required by the Town.

Crowd Control. In compliance with the NC State Fire Prevention Code (Section 403.3), the event organizer agrees to provide one certified crowd manager for every 250 people during events with 1,000 or more people in attendance. A copy of the primary event organizer's "Certificate of Completion" of Crowd Manager Training (see link to training below) must



be submitted to the Town no later than ten (10) business days prior to the event and certificates of the remaining required crowd managers must be available at the event for viewing by Town officials. www.ncosfm.gov/licensing-cert/pyrotechnics/classes-pyrotechnic-license-fusing-crowd-manager

Special Event Emergency Action Plan. The event organizer must submit a Special Event Emergency Action Plan ("SEEAP") no later than fourteen (14) business days prior to the event. A SEEAP template can be found on the Town website: www.wakeforestnc.gov/sites/default/files/uploads/towf_special_event_emergency_action_plan_template_2024_6_27.pdf

Amplified Sound. All events must comply with the Town's Noise Ordinance, Chapter 14, Article III, Section 14-56 through 14-63 of the Code of Ordinances of the Town.

Temporary Stage. Stages in excess of 400 sq ft will require a permit. Fees apply. Please visit our Electronic Plan Review site here or contact www.wakeforestnc.gov/inspections/divisions/fire-inspections.

Tents. All event tents must be secured with weighted devices and proper permits must be obtained for tents in excess of 400 square feet.

Sanitation. The event organizer is responsible for litter and debris cleanup of the event site both during and after the event. The event organizer agrees to provide cleaning services to ensure that the event area is left in a clean, sanitary manner with all event trash removed from the event area.

Electricity. If the event organizer elects to use Town electrical outlets, they must contract with the Town to provide a minimum of one (1) Facilities employee for onsite electrical set up and will have the option of contracting with Facilities staff to stay for the event or to have on an “on call” basis. Event organizer will be assessed fees for this service as per our fee schedule. This service is subject to availability of staff which will be determined at the time of event application.

Equipment. No equipment is provided unless it is a Town-sponsored event. This includes, but is not limited to, event signage, tents, cord covers, PA systems, trash cans, electrical equipment, toilets, and other various event equipment.

Toilets. The event organizer is responsible to provide adequate on-site toilets to support the needs of their event. Handicapped accessible toilets are required for all special events that require the use of on-site toilets.

Alcohol. The sale, distribution, possession and consumption of beer, wine and any other alcoholic beverages within Public Areas is prohibited (as per Article 20-2 of the Town of Wake Forest Code of Ordinances).

- If the Special Event Permit applicant/event organizer wants to offer alcohol for sale or consumption outside of what is already offered as part of the Wake Forest Social District, then the Special Event Permit applicant must obtain a waiver of the Town Alcohol Ordinance from the Board of Commissioners (BOC). This waiver is required before approval will be granted to serve alcohol at any Special Event. This requirement remains in full effect regardless of Wake Forest Social District permissions. A waiver may be approved by the Wake Forest BOC at a regularly scheduled meeting. Alcohol waiver must be requested at least ninety (90) days in advance of actual event date.
- If a waiver is approved, all applicable state and local laws governing such matters must be observed.
- Only alcohol vendors with an appropriate ABC license who are authorized to serve at a festival/special event will be allowed to provide and/or dispense alcoholic beverages and are subject to the insurance requirements listed below. All ABC permitting required as part of the application must be made and held in the name of the entity hosting the event (the applicant and ABC permittee must be the same entity), Pursuant to 18B-901(c)(7), the Town of Wake Forest will recommend that the North Carolina ABC not issue a permit for the organization/person/event on the application if the ABC permit applicant is not the same person/entity on the application, who must be the same person/entity hosting the Special Event.
- **Alcohol vendors operating under a limited use ABC license.** The event organizer must present documentation of successful completion of NC ABC “Responsible Alcohol Seller Program” training no later than two weeks prior to the event. Event organizer assumes all responsibility to ensure that all servers comply with NC ABC laws as per their ABC license.
- Event organizers have the ability to “opt in” or “opt out” of the Wake Forest Social District:
 - ▶ When a Special Event is held pursuant to the issuance of a Special Event Permit, issued by the Town of Wake Forest, the terms of the Special Event Permit supersede the provisions of the Wake Forest Social District within the boundaries of the Special Event.
 - ▶ It is the decision of the Special Event Permit holder to choose whether to allow Wake Forest Social District beverages to enter the Special Event boundary. That decision can be made when a person has applied for the Special Event Permit with the Town of Wake Forest. If a Special Event Permit holder chooses to opt out of the Wake Forest Social District, necessary signage will be provided but it will be the responsibility of the event organizer to post at points of entry to the Special Event notifying the public that alcohol is prohibited within the event as well as the responsibility of the event organizer to enforce the prohibition. Otherwise, Wake Forest Social District beverages are allowed to enter a Special Event.
 - ▶ If a Special Event area overlaps with the Wake Forest Social District and there is a vendor selling alcoholic beverages at that event under their designated Special Event Permit, those drinks are not allowed to leave the Special Event area and enter the Wake Forest Social District or participating establishments.

Applicable Ordinances

The event organizer and other sponsors of the event will comply with applicable ordinances of the Town, state, and federal laws.

Deposit

The event organizer will be required to post a deposit with the Town which will be used to reimburse the Town for any actual expense incurred for special services, damages or clean up. The Organizational Performance Director, in consultation with other Department Directors, will establish the amount of deposit required for the event. The minimum deposit will be five hundred (\$500) dollars for events not including alcohol and three thousand (\$3,000) dollars for events including alcohol. The deposit must be submitted to the Town no later than ten (10) business days prior to the event. Upon satisfactory inspection of the event area, the deposit refund will be processed within thirty (30) business days of the event's end.

Public Notification Process

The event organizer must notify all affected community members within, and adjacent to the event area, including residents, businesses, schools, and places of worship about the event, associated road closures and other event impacts such as amplified sound.

Notification must be provided a minimum of three (3) weeks prior to the event and must include the following:

- Name of event;
- Sponsoring organization(s);
- Date and time of the event;
- Description of road closures (locations and times);
- Description of event;
- Noise impacts, such as permitted amplified sound;
- Name, email address, and phone number of event organizer(s);
- Website associated with event; and
- A copy of the emailed or printed notification must be provided to the Community Events Coordinator(s) a minimum of three (3) weeks prior to the event.



SPECIAL REGULATIONS FOR

Parades and Processions

The following regulations are set forth for Parades and Processions:

- Every parade or procession shall follow the route designated and approved by the permit.
- No person shall unreasonably hamper, obstruct, impede, or interfere with any parade or procession, or with any person, vehicle or animal participating or used in a parade or procession.
- No hand-carried signs or posters transported in any parade or procession shall be of greater density than eight-ply three hundredths (.03) thickness cardboard. No support, staff or pole for such sign or poster shall be made of metal or metal alloy. If made of wood, the support, staff, or pole shall be no greater than three-fourths (.75) inch in diameter at any point and must be blunt at both ends.
- Number of allowed motorized vehicles, placement of motorized vehicles and any required motorized vehicle inspections will be determined by Wake Forest Public Safety Officers and will be communicated in advance as a condition of the event permit approval.
- Event Organizer must comply with all requirements in the Town's Motorized Parade Policy.

Conditions

The following minimum conditions (and those outlined in the final, approved Special Event Permit) are set forth for Special Events:

Indemnity. In consideration of the granting of the permit under this Policy, the Event Organizer and any entity represented by such person shall indemnify and hold harmless the Town, its officers, agents and employees against all loss, expense or liability of any kind, including attorney's fees, caused by or in any way resulting from the acts of any person attending the Special Event or in any way resulting from the activities carried on during the Special Event.

Insurance. The event organizer and sponsor of the Special Event shall secure, and at all times, maintain in full force and effect, a comprehensive general liability insurance policy providing bodily injury and property damage liability protection in the amount of \$2,000,000 per occurrence for Tier 1 Events and \$5,000,000 per occurrence for Tier 2 Events. If applicable, liquor liability protection in the amount of \$5,000,000 per occurrence is also required. The following should be included and/or applied:

- Insurance required to be maintained by the event organizer and sponsor under this Agreement shall apply on a primary and non-contributory basis with respect to the Town of Wake Forest, its officers, officials, employees, agents, and volunteers. Event organizer and sponsor waive all rights of subrogation against the Town, its officers, officials, employees, agents, and volunteers for any claims arising out of this agreement. The insurance requirements mandated herein are minimum requirements for the event organizer or sponsor and in no way limit the indemnity covenants contained in the contract. The Town in no way warrants that the minimum limits contained herein are sufficient to protect the event organizer and sponsor from liabilities that might arise out of the performance of their work; event organizer and sponsor is free to purchase additional insurance as necessary.
- The Town, its officers, agents, and employees are included as additional insured with respect to the general liability insurance policy.
- The insurance shall be issued by a company licensed to do business in the State of North Carolina and shall be endorsed to the effect that the policy shall not be terminated or cancelled



SPECIAL REGULATIONS FOR Centennial Plaza

The following additional regulations are set forth for Centennial Plaza:

- All programming or organized gathering in Centennial Plaza requires a permit, regardless of number of event participants.
- No alcoholic beverages permitted.
- No equipment provided unless it is a Town-sponsored event.
- Restrooms not provided or available. Event organizer must make appropriate accommodations.
- Centennial Plaza is not available during Town Hall regular operating hours. Availability is limited to evenings between 5pm and 9pm and weekends when available.
- Use of the Plaza is limited to two (2) events per year per event organizer/ club/ organization.
- No vehicles or heavy equipment are permitted on Centennial Plaza.

prior to its expiration date except upon thirty (30) business days advance written notice to the Town.

- The insurance shall cover the Special Event, and the types of activities carried on at the Special Event. Typically, this is noted in the description of activities section.
- The event organizer and sponsor shall provide proof of the required insurance coverage in the form of an original current certificate of insurance presented by the insured's agency.
- Evidence of such insurance shall be provided to the Town's Community Events Coordinator(s) at least five (5) business days before the date of the Special Event.

- Event Organizers shall assume all risks incident to, or in connection with, the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of, or in connection with the permitted activity or the conduct of the Organizer's operation,
- As a condition precedent to the permissions granted under a Permit, event organizer and sponsor agrees to fully comply with all applicable law and administrative requirements, including but not limited to ABC licensing and permitting requirements. Upon granting of a Permit, Permittee, including Permittee's officers, agents, employees, subcontractors, and invitees, agrees to indemnify, defend, and hold harmless the Town, its officers, employees, and agents from and against: 1) any and all claims, damages, losses, injuries, expenses, demands, and liabilities arising out of or in connection with this Permit, 2) any claims arising from failure by Permittee to maintain and comply with all licensing requirements and other applicable law, and 3) any non-compliance with law, ordinance, licensing requirements, or this Permit. This indemnification shall survive the termination or expiration of a Permit.
- If the Special Event does not involve the closing of a public street or sidewalk, the comprehensive general liability insurance required hereunder may be waived by the Town Manager in accordance with contractual insurance requirement policy. Waiver of such insurance is not assured.



SPECIAL REGULATIONS FOR Festival Street

The following additional regulations are set forth for Festival Street:

- No equipment provided unless it is a Town-sponsored event.
- Restrooms not provided or available. Event organizer must make appropriate accommodations.
- Use of the Festival Street is limited to one (1) time per quarter per event organizer/club/organization.
- Event availability (including set up) is limited to evenings between 5pm and 9pm Monday through Thursday, 6pm and 9pm on Friday, and 6am and 9pm with event to end no later than 9pm on Saturday and Sunday.



SPECIAL REGULATIONS FOR Neighborhood Events

The following regulations are set forth for Neighborhood Events:

- Public Area street closures for Neighborhood Events are limited to a neighborhood cul-de-sac or on a road with only one (1) entrance where all the affected residents have been notified.

Reservation of Right

Required Event Permit Condition – First Amendment Compliance: As a condition of an event permit, the event organizer, volunteers, vendors, and participants are hereby notified and agree as follows:

- The Town of Wake Forest and its law enforcement officials will enforce all applicable laws and ordinances in a manner that 1) protects the purpose of the permit, and 2) does not discriminate based on the viewpoint or content of speech in accordance with the First Amendment of the United States Constitution and North Carolina law.
- The Town of Wake Forest and its law enforcement officials will work to prevent counter-speakers and other counter-event individuals or groups from unlawfully harassing or inappropriately interfering with the lawful speech and activities permitted by the First Amendment and allowed under the permit.
- Lawful speech by any individual, including counter-speakers or street preachers, conducted in traditional public forums or public areas within the permitted event footprint is protected, subject only to 1) neutral and lawful time, place, and manner restrictions and 2) lawful prohibitions against disorderly conduct or other safety violations.
- Event organizers, their volunteers, vendors, and participants must not interfere with, harass, or attempt to silence any person exercising protected speech - including by using noisemakers, amplified sound, or other disruptive means. Event organizers, their volunteers, vendors, and participants must fully comply with any and all instructions given by law enforcement officers and Town staff.
- Any violation of these conditions may result in immediate revocation of the event permit and termination of the event at the discretion of Town officials and law enforcement.
- By accepting a permit, the event organizer and participants acknowledge these obligations and agree to cooperate fully with the Town and its law enforcement to ensure lawful, safe, orderly, and constitutionally compliant conduct.

The Town reserves the right to suspend all or any part of a Special Event and to require all persons to immediately vacate the Public Area during any period of national or local emergency, natural disaster, lawlessness and other acts or events which threaten the public safety.



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-776-
Submitted by: Brad West, Planning
Submitting Department: Planning
Meeting Date: February 3, 2026

Subject

Consideration of Approval of a Resolution to Support Development of the S-Line Rail Corridor and to Provide Local Funding to Match a Federal Grant Opportunity for Mobility Hub Construction Activities

Recommendation:

Approve

item Summary:

ATTACHMENTS:

- [Agenda Summary](#)
- [Resolution](#)

Agenda Item: Consideration of Approval of a Resolution to Support Development of the S-Line Rail Corridor and to Provide Local Funding to Match a Federal Grant Opportunity for Mobility Hub Construction Activities

Summary: NCDOT and the Town of Wake Forest are preparing a Better Utilizing Investments to Leverage Development (BUILD) Grant Program application for the North Carolina S-Line and Downtown Wake Forest Mobility Hub (Amtrak station).

With the FY2025 Round 1 RAISE grant being awarded, providing \$16,500,000 for the Mobility Hub project, this latest grant application proposes to request construction funds for the full buildout of the Town's Mobility Hub, including a pedestrian bridge, passenger drop-off zone, downtown plaza, and two-story, mixed-use train station, as depicted in the Draft Mobility Hub Study. Based on the requirements of the grant program, Wake Forest is required to provide a 20% funding match. Specifically, the Town of Wake Forest would contribute \$6,250,000 to receive \$25,000,000 in federal funding towards final construction costs related to the Mobility Hub within Downtown Wake Forest, totaling \$31,250,000.

Due to the time-sensitivity of this grant, Town staff is requesting action be taken at the February 3rd Board of Commissioners Work Session. Matching funds would need to be obligated by September 30th, 2030 and expended by September 30th, 2035.

Attachments: None

RESOLUTION 2026-XX

RESOLUTION TO SUPPORT DEVELOPMENT OF THE S-LINE RAIL CORRIDOR AND TO PROVIDE LOCAL FUNDING TO MATCH A FEDERAL GRANT OPPORTUNITY FOR MOBILITY HUB DESIGN AND CONSTRUCTION ACTIVITIES

WHEREAS, the North Carolina Department of Transportation (NCDOT) has a long tradition of progressing successful passenger and freight rail projects and supporting the development of rail infrastructure; and

WHEREAS, NCDOT has worked with state, regional, and federal partners to develop plans for the federally-designated Southeast Corridor (“S-Line”), a passenger and freight rail network extending from Washington, D.C. through North Carolina to Jacksonville, Florida; and

WHEREAS, a Record of Decision to develop the Raleigh to Richmond portion of the Southeast Corridor was approved by the Federal Rail Administration (FRA) in March 2017, in accordance with the National Environmental Policy Act; and

WHEREAS, the development of the S-Line corridor supports and promotes economic development in communities along the corridor, including those in rural areas; and

WHEREAS, the developed S-Line would provide greater access to jobs, health care, and education and provide new options for the movement of both goods and people; and

WHEREAS, the developed S-Line would provide efficient and reliable commuting options for communities and businesses along the corridor; and

WHEREAS, NCDOT is working with communities along the S-Line to plan stations, mobility hubs, infrastructure needs, and other land use considerations to prepare for rail service and maximize mobility options in each community; and

WHEREAS, NCDOT and the Town of Wake Forest are pursuing a Better Utilizing Investments to Leverage Development (BUILD) grant opportunity to provide funding for full construction of the Downtown Wake Forest Mobility Hub; and

WHEREAS, communities participating in the BUILD grant application must provide a local 20% match (\$6,250,000) for their portion of the grant application;

BE IT RESOLVED that the governing body of the Town of Wake Forest hereby authorize to commit \$6,250,000 as the 20% match for the grant and supports construction efforts toward the Downtown Wake Forest S-Line Mobility Hub.

Adopted and effective this the 3rd day of February 2026.

Ben Clapsaddle
Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright
Town Clerk

Nathan McKinney
Town Attorney



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-779-

Submitted by: Evelyn Wright, Administration

Submitting Department: Administration

Meeting Date: February 3, 2026

Subject

Interview and Possible Selection to Fill the Vacant BOC Seat

Recommendation:

item Summary:

ATTACHMENTS: