

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JANUARY 28, 2013 AGENDA ITEM NUMBER: 6


SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH AND GUILFORD COUNTIES AND WAR MEMORIAL FOUNDATION GRANTING PERMISSION TO CONSTRUCT A VETERANS' MEMORIAL ON A PORTION OF TRIAD PARK TO BE KNOWN AS THE CAROLINA FIELD OF HONOR

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE:  DATE: January 17, 2013
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN FORSYTH AND GUILFORD COUNTIES AND
WAR MEMORIAL FOUNDATION GRANTING PERMISSION TO
CONSTRUCT A VETERANS' MEMORIAL ON A PORTION OF TRIAD PARK
TO BE KNOWN AS THE CAROLINA FIELD OF HONOR**

WHEREAS, War Memorial Foundation ("Foundation"), a non-profit corporation, proposes to design and construct, at no cost to Forsyth or Guilford Counties, a Veterans' Memorial ("Memorial") in the portion of Triad Park to be known as the Carolina Field of Honor ("Field"); and

WHEREAS, the proposed project will cost no less than \$2.45 Million dollars and construction on the proposed project will not begin until the Forsyth County Parks and Recreation Department ("Department") in consultation with Guilford County, is satisfied that the Foundation has raised sufficient resources to complete construction of the Memorial and provides written permission to acquire necessary permits; and

WHEREAS, it is proposed that the Memorial will include a fountain, parking, walkways, seating, signage, utilities and other approved features to be constructed by qualified contractors with the oversight of qualified architects as specified in the plans approved by the Department; and

WHEREAS, upon completion of the Memorial at the Field, all equipment and property therein and warranties thereon shall become the property of Forsyth and Guilford Counties and it will become the duty of the Counties to maintain and operate the Field in accordance with the Triad Park rules and regulations and may charge fees for use of the Field; and

WHEREAS, the Foundation shall have preference for use of the Memorial on Veterans' Day and Memorial Day of each year and on one additional day each year to be mutually agreed upon by the Department and the Foundation; and

WHEREAS, the agreement with the Foundation to construct the Memorial will terminate if the Foundation fails to commence construction on the Memorial on or before January 1, 2015, or fails to complete construction of the Memorial within one year of receiving necessary building permits.

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, the attached Agreement between Forsyth and Guilford Counties and War Memorial Foundation granting permission to construct a veterans' memorial in a portion of Triad Park to be known as the Carolina Field of Honor, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Parks and Recreation Department, and Guilford County and War Memorial Foundation is hereby ratified as required by N.C.G.S. 160A-461.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth and Guilford Counties is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 28th day of January 2013.

NORTH CAROLINA)
)
FORSYTH COUNTY)

AGREEMENT

THIS AGREEMENT is hereby made entered into and effective as of this _____ day of _____, 2012, by and between FORSYTH AND GUILFORD COUNTIES, North Carolina, and WAR MEMORIAL FOUNDATION, hereinafter referred to as the "FOUNDATION," a non-profit corporation, and also collectively referred to as the "Parties."

1. FORSYTH AND GUILFORD COUNTIES (collectively the "COUNTIES") own Triad Park ("Park") near Colfax, North Carolina. Pursuant to authority granted by the COUNTIES, FORSYTH COUNTY Parks and Recreation Department ("the Department") manages the Park and FORSYTH is authorized to enter into contracts on behalf of both COUNTIES. The COUNTIES by adopting resolutions have granted the FOUNDATION permission to construct a Veteran's Memorial ("Memorial") in the portion of the Park to be known as the Carolina Field of Honor ("Field"). The FOUNDATION hereby agrees to construct the Memorial at the Field subject to the terms and conditions set forth hereinbelow. Upon completion of the Memorial at the Field, all equipment and property therein shall become property of the COUNTIES.

2. Based on the architect's estimate of constructability, this project will cost no less than \$2.45M to construct in accordance with plans and specifications on Exhibit B. When the Department in consultation with Guilford County's designated representative is satisfied that the FOUNDATION has demonstrated through documented bank deposits, letter of credit, bond and/or trust accounts, that it has sufficient resources to complete construction of the Memorial, and after the COUNTIES have reviewed and approved the plans and specifications for the Memorial at the Field, the COUNTIES shall issue written permission to proceed to acquire necessary permits, subject to compliance with provisions of this Agreement. The FOUNDATION shall not commence any work at the Park until the written permission has been received.

3. The FOUNDATION shall construct the Memorial in accordance with plans and specifications that it shall submit to the Department for review and in accordance with the following requirements:

A. The Memorial shall include a memorial fountain, parking, walkways, seating, signage, utilities, all in accordance with Guilford County Inspections regulations and other provisions specified in the plans approved by the Department.

B. The location of the Memorial shall be as set forth in Exhibit A, attached hereto and incorporated herein by reference.

C. The FOUNDATION shall immediately discontinue any construction that blocks or interferes with Park activities upon either oral or written notice from the Department. The FOUNDATION shall designate in the plans an adequate construction entrance, subject to approval of the Department, and shall follow all practices necessary to avoid disruption of Park activities.

D. The FOUNDATION, its contractors, and subcontractors shall obtain all necessary permits from public agencies having regulatory jurisdiction over construction taking place at Triad Park and shall follow all applicable laws. A copy of these permits shall be provided to the Department.

E. All construction debris shall be removed daily and disposed of properly, such that there is no on-site storage of construction debris or waste.

F. The FOUNDATION shall manage all aspects of the Memorial construction including, but not limited to, arranging for and supervising all volunteers and other labor. The FOUNDATION must obtain qualified contractors and architectural firms to oversee all aspects of design and construction.

G. All memorials, special features, signage, and aspects of the project must be approved by the Department in compliance with applicable Inspections regulations before construction of such may commence. Any customized memorials or special features of the project that require additional funds beyond general maintenance are the financial responsibility of the FOUNDATION. In the event the Department chooses to replace any materials, the Department will use only standard materials, chosen at its sole discretion. Notwithstanding anything to the contrary herein, the COUNTIES do not have any responsibility to replace or repair any part of the Memorial. Any proposed changes to the approved plans shall be submitted to the Department prior to completion for necessary approval as provided in this Agreement.

H. The FOUNDATION shall assign all warranties pertaining to the Memorial to FORSYTH consistent with FORSYTH's duty to maintain the Memorial in a manner consistent with the provisions herein.

I. The FOUNDATION shall have preference for the use of the Memorial on Veterans Day and Memorial Day of each year and on one additional day each year to be mutually agreed upon by Department and the FOUNDATION.

4. **Operation of the Field.** Upon completion of the Memorial in accordance with plans and specifications to the satisfaction of the Department, to be determined at its sole discretion, the Department on behalf of the COUNTIES shall accept the Memorial. Thereafter, the Department shall operate the Field in accordance with the Triad Park rules and regulations. The Interlocal Agreement specifying terms of Triad Park's operations shall apply to the Veterans' Memorial at the Field. The Department reserves the right to charge fees for use of the Field.

FOUNDATION will have no right to create or sell any naming opportunity for any portion of property owned and operated by the COUNTIES without written approval of both COUNTIES.

5. **Termination.** FORSYTH may terminate this Agreement upon written notice to the FOUNDATION if the FOUNDATION breaches this Agreement and fails to cure such breach after thirty (30) days written notice, or if the FOUNDATION fails to commence construction of the Memorial on or before January 1, 2015, or fails to complete construction of the Memorial within one year of receiving necessary building and site permits. At termination of this Agreement, all property at the Field shall become the property of the COUNTIES, provided that the FOUNDATION shall be responsible for removing any materials placed on the site, as directed by FORSYTH.

In addition, this Agreement will automatically expire and FOUNDATION will have no further right to add anything to the Field upon completion of the construction of the Memorial or December 31, 2015, whichever shall first occur, unless this Agreement is expanded upon mutual agreement of the Parties to this Agreement.

6. Independent Contractor and Indemnification. The FOUNDATION shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between FORSYTH, GUILFORD, or the COUNTIES and the FOUNDATION, or any employee or agent of the FOUNDATION. The FOUNDATION is an independent contractor and not an employee, agent, joint venture, or partner of FORSYTH, GUILFORD, or the COUNTIES.

The COUNTIES shall not be responsible for any of the FOUNDATION's acts or omissions. The FOUNDATION shall hold the COUNTIES harmless from and against any and all claims, expenses (including attorney fees), costs, or liability for negligent or intentional acts or omissions, including willful or criminal conduct, of the FOUNDATION and/or its employees, officers, volunteers, agents, subcontractors or other representatives, to the extent allowable by law. The FOUNDATION shall be responsible for any injuries and damages that may occur in relation to the construction of the Field. This responsibility includes but is not limited to any personal injury or property damage, including damage to utility lines, landscaping, or trees.

Employees, officers, subcontractors, agents, volunteers, or other representatives of the FOUNDATION shall not be treated as employees of the COUNTIES with respect to the services performed hereunder for federal or state tax, unemployment, or worker's compensation purposes. The FOUNDATION understands that neither federal nor state payroll taxes of any kind shall be withheld or paid by the COUNTIES on behalf of the FOUNDATION. The FOUNDATION shall be responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

Employees, officers, subcontractors, agents, volunteers, or other representatives of the FOUNDATION shall not be treated as employees of the COUNTIES with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the COUNTIES.

The FOUNDATION and its employees, officers, subcontractors, agents, volunteers, or other representatives are not agents of the COUNTIES, and the FOUNDATION and its employees, officers, subcontractors, agents, volunteers, or other representatives have no authority to enter into contracts or agreements on behalf of the COUNTIES.

The FOUNDATION shall indemnify, defend and hold harmless the COUNTIES, their officials, officers, representatives and employees from and against all losses, claims, demands, payments, suits action of every nature and description brought or recoverable against the COUNTIES, their officials, officers, representatives, and employees, including, without limitation, interest, penalties, court costs, and reasonable attorney's fees arising out of or resulting from any act, omission, or negligence by the FOUNDATION and its employees, officers, subcontractors, agents, volunteers, or other representatives or arising out of any breach of this Agreement by the FOUNDATION.

7. Other Conditions. The COUNTIES shall not be liable for any expenses paid or incurred by the FOUNDATION and its employees, officers, subcontractors, agents, volunteers, or other representatives.

The COUNTIES shall not be liable for payments or other amounts designated as penalties or charges applicable or connected to the Veterans' Memorial project at the Field.

The laws of North Carolina shall govern this Agreement, except that provisions regarding conflict of laws shall not apply.

Involuntary or binding mediation, arbitration, negotiation, or other settlement procedure of disputes, if any, shall not apply to this Contract.

The FOUNDATION shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide services under this Agreement. The FOUNDATION is responsible for maintaining a safe and secure work site. The COUNTIES shall not be responsible or liable for any theft or vandalism of the FOUNDATION's equipment, tools, materials, supplies, work, or other property in the Park.

The FOUNDATION declares that it and its employees, officers, subcontractors, agents, volunteers, or other representatives have complied or will timely comply with all federal, state, and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under the Agreement.

8. Insurance. The FOUNDATION shall provide proof of insurance subject to review and approval of the FORSYTH COUNTY Risk Manager prior to signing this Agreement, and shall maintain such coverage for the entire duration of the construction of the Memorial and its acceptance by the COUNTIES.

The FOUNDATION shall procure and maintain for the duration of construction and this Agreement the following insurance coverage after consulting with FORSYTH COUNTY Risk Management, which may be reached at (336) 703-2058.

A. Commercial General Liability ("CGL") Insurance. The FOUNDATION shall maintain occurrence version commercial general liability insurance or equivalent form on behalf of its employees, officers, subcontractors, agents, volunteers, or other representatives with a limit of not less than \$1,000,000 for each occurrence. The CGL insurance must include coverage B for personal injury and advertising injury. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance shall:

(1) Include coverage of the COUNTIES, its officials, officers, and employees as additional insureds with respect to performance of this Agreement. The coverage shall contain no special limitations upon the scope of protection afforded to the above listed insureds.

(2) Be primary with respect to any insurance or self-insured retention programs covering the COUNTIES, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The FOUNDATION shall maintain business automobile liability insurance or equivalent form on behalf of its employees, officers, subcontractors, agents, volunteers, or other representatives with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The FOUNDATION shall maintain workers' compensation with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 for each accident on behalf of its employees, officers, subcontractors, agents, volunteers, or other representatives.

D. Other Insurance Requirements. The FOUNDATION shall:

- (1) Prior to signing this Agreement, furnish the COUNTIES with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except by giving thirty (30) days prior written notice to FORSYTH.
- (2) Provide certified copies of endorsements and policies, if requested by the COUNTIES, in lieu of or in addition to Certificates of Insurance.
- (3) Replace certificates, policies and endorsements for any such insurance expiring prior to the completion of the services.
- (4) Maintain such insurance from the time services commence until services are completed.

The FOUNDATION understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this Agreement.

9. Notices. Any notice required to be sent to either Party shall be sent by registered mail addressed as follows:

COUNTIES:

Damon L. Sanders-Pratt
Forsyth County Deputy Manager
Forsyth County Government Center
201 North Chestnut Street
Winston-Salem, NC 27101

WAR MEMORIAL FOUNDATION:

[NEED A CONTACT PERSON.]

P.O. Box 9744
Greensboro, NC 27429

10. Federal Immigration Laws. It is the expectation of FORSYTH COUNTY that the FOUNDATION will comply, and the FOUNDATION agrees to comply, with all applicable federal immigration laws and all other federal laws in its hiring and contracting practices relating to the services covered by this Contract involving COUNTY funds, as outlined in the Resolution adopted by the FORSYTH COUNTY Board of Commissioners at its regular meeting on October 23, 2006.

11. Severability. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

12. Headings/Titles/Wording. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this

Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment," "Exhibit," and "Addendum" have the same meaning and may be used interchangeably throughout this document.

13. **Jurisdiction.** The Parties agree that North Carolina Courts shall have jurisdiction over this Contract and any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

14. **Entire Agreement.** This Contract, including the Attachments, sets forth the entire Agreement between the Parties regarding this subject matter. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

IN WITNESS WHEREOF, the Parties have set their hands and seals, all pursuant to authority duly granted, as of the day and year first above written.

ATTEST:

COUNTY OF FORSYTH

Carla Holt
Forsyth County Clerk to the Board

By: _____ Date _____
Dudley Watts
Forsyth County Manager

(SEAL)

Approved as to form and legality

JAN 04 2013

COUNTY OF GUILFORD

FORSYTH COUNTY, N.C.

By: _____
Assistant County Attorney

ATTEST: _____
Themis D. Varitimidis
Themis D. Varitimidis
Guilford County Clerk to the Board
Clerk to the Board

By: _____ Date _____
Brenda Jones Fox
Guilford County Manager

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

(SEAL)

APPROVED AS TO CONTENT:

Sandra Woodard
Guilford County Property Manager
ATTEST:

Guilford County Finance Director
WAR MEMORIAL FOUNDATION

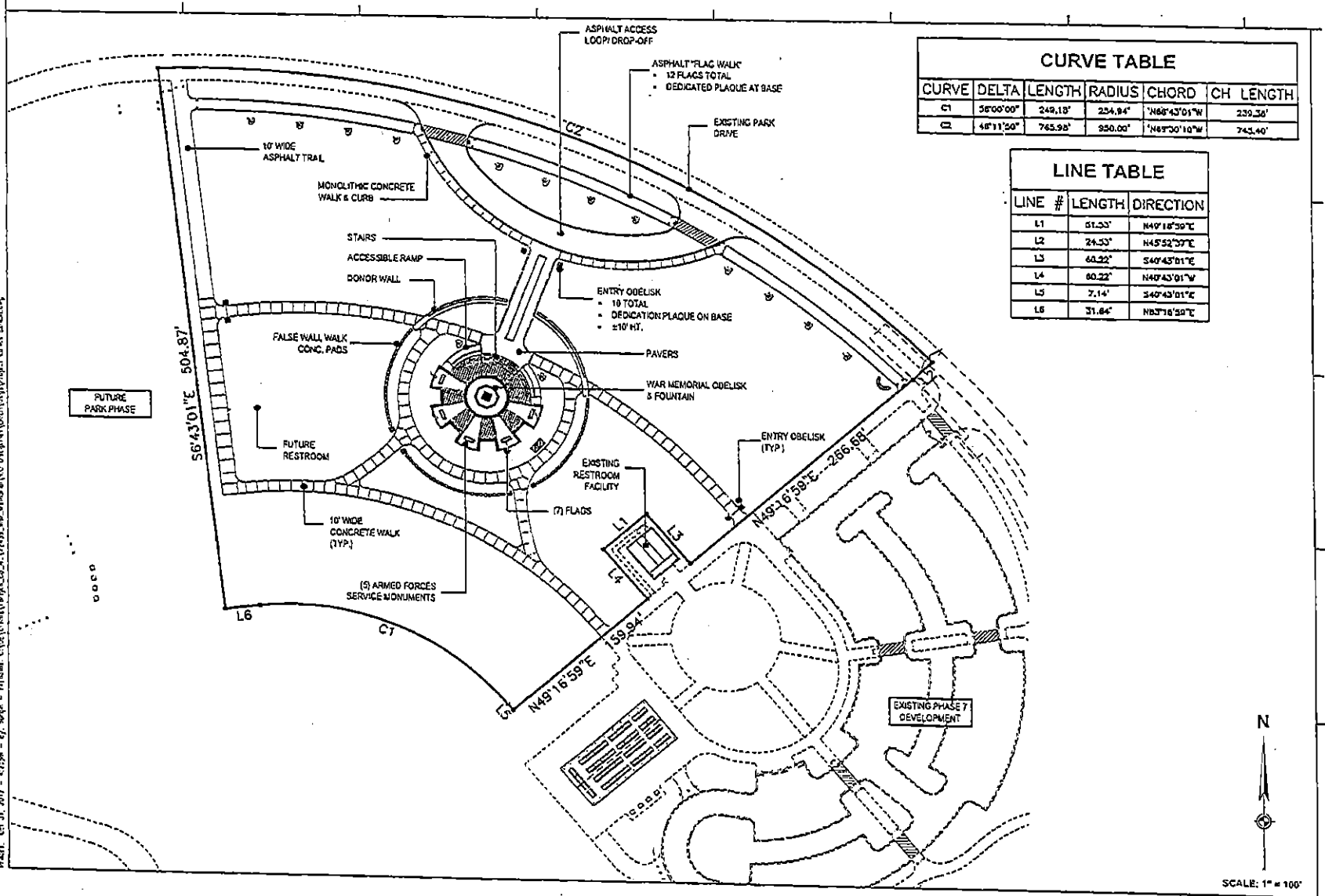
William H. Knight
Corporate Secretary

By: _____ Date _____
Gov. John H. ...
12-3-12

(CORPORATE SEAL)

Title: Chairman

Project: Carolina Field of Honor - Phase 1
 Date: 01/31/2013
 Scale: 1" = 100'
 Author: J. Wolfert
 Title: Survey
 Client: W. Woolpert
 Project: Carolina Field of Honor - Phase 1



| CURVE TABLE | | | | | |
|-------------|-----------|---------|---------|-------------|-----------|
| CURVE | DELTA | LENGTH | RADIUS | CHORD | CH LENGTH |
| C1 | 56°00'00" | 249.18' | 224.94' | N68°43'01"W | 239.36' |
| C2 | 48°11'50" | 765.98' | 950.00' | N68°50'10"W | 743.40' |

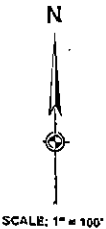
| LINE TABLE | | |
|------------|--------|-------------|
| LINE # | LENGTH | DIRECTION |
| L1 | 51.53' | N49°16'59"E |
| L2 | 24.53' | N45°52'57"E |
| L3 | 60.22' | S40°43'01"E |
| L4 | 60.22' | N49°43'01"W |
| L5 | 7.14' | S40°43'01"E |
| L6 | 31.84' | N83°16'59"E |

8731 Red Oak Blvd
 Suite 101
 Charlotte, NC 28217
 W. WOOLPERT
 704.525.0284
 FAX: 704.525.8529

War Memorial
Carolina Field of Honor
 8033 U.S. Highway 631
 Kilmoryn, Guilford County, North Carolina

Plot No.: 72-039
 File: 1001/12

Sheet Name:
 Project Limits
 Exhibit



War Memorial Foundation Carolina Field of Honor at Triad Park

Design Development Documents
June 20, 2012



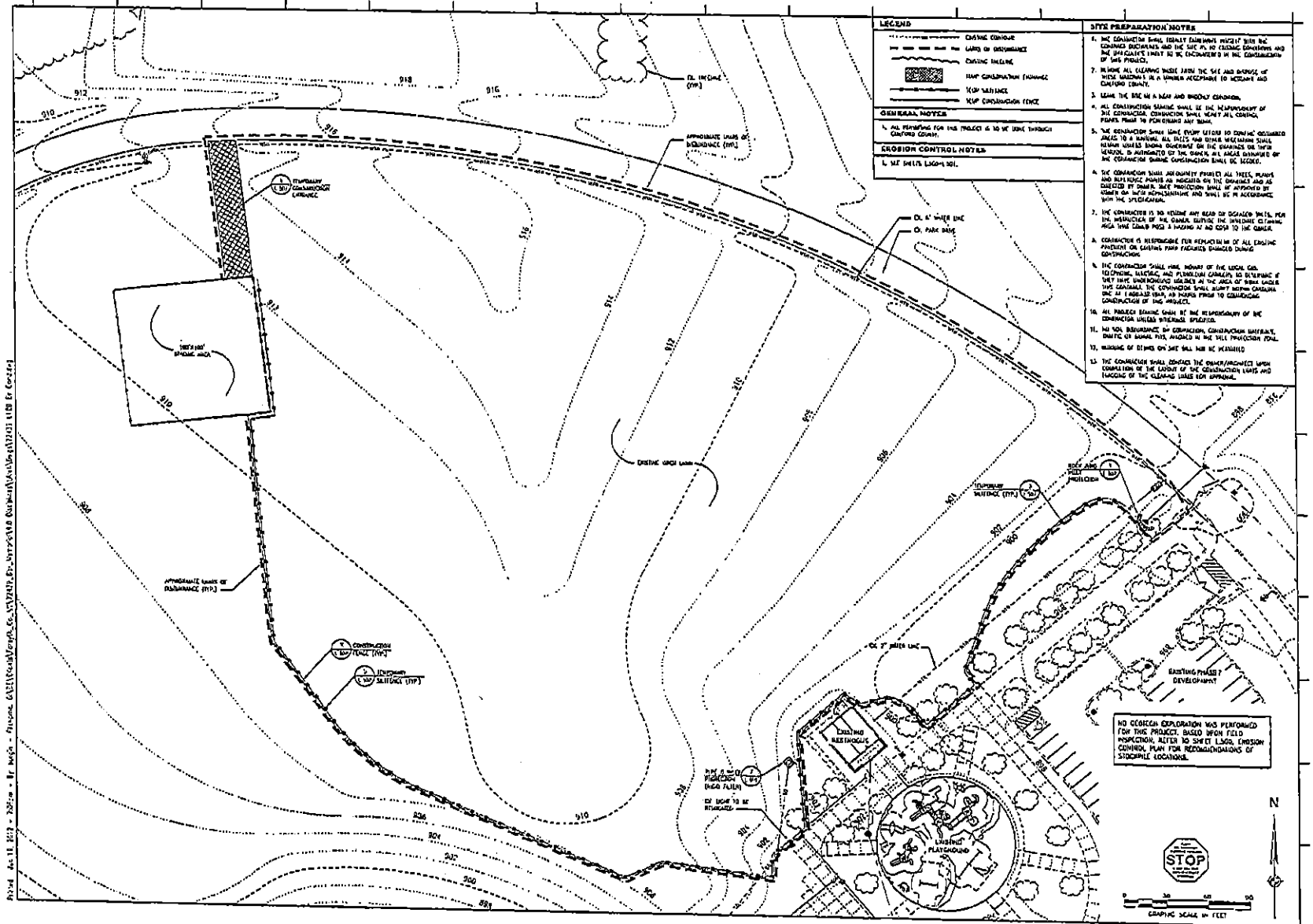
Exhibit B

| <p>Project Team</p> <p>8721 Bond Oak Blvd Suite 101 Charlotte, NC 28217 704.525.6264 FAX: 704.525.6259</p> | <p>Site Map </p> <p>Scale: 1" = 80'</p> | <p>Sheet Index</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: small;"> <thead> <tr> <th>Category</th> <th>Sheet Number</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Cover Sheet</td> <td>G-001</td> <td></td> </tr> <tr> <td colspan="3">Landscaping</td> </tr> <tr> <td>Existing Conditions & Demolition Plan</td> <td>L-100</td> <td></td> </tr> <tr> <td>Overall Site Plan / Orientation (Drawing Reference)</td> <td>L-200</td> <td></td> </tr> <tr> <td>Site Layout Plan</td> <td>L-300</td> <td></td> </tr> <tr> <td>Site Elevation Plan</td> <td>L-401</td> <td></td> </tr> <tr> <td>Erosion & Sediment Control Plan</td> <td>L-500</td> <td></td> </tr> <tr> <td>Grading & Drainage Plan</td> <td>L-501</td> <td></td> </tr> <tr> <td>Grading, Drainage & Erosion Control Details</td> <td>L-502</td> <td></td> </tr> <tr> <td>Utility Plan</td> <td>L-600</td> <td></td> </tr> <tr> <td>Schematic Landscape Plan</td> <td>L-700</td> <td></td> </tr> <tr> <td>Plant Schedule & Landscape Detail</td> <td>L-701</td> <td></td> </tr> <tr> <td>Demolition Schedule</td> <td>L-800</td> <td></td> </tr> <tr> <td>Control Sign Details</td> <td>L-901</td> <td></td> </tr> <tr> <td>Dune Wall Plan & Elevation</td> <td>L-902</td> <td></td> </tr> <tr> <td>Monuments / Fountains Section</td> <td>L-903</td> <td></td> </tr> <tr> <td>Sign & Handicap Detail</td> <td>L-904</td> <td></td> </tr> </tbody> </table> | Category | Sheet Number | Date | Cover Sheet | G-001 | | Landscaping | | | Existing Conditions & Demolition Plan | L-100 | | Overall Site Plan / Orientation (Drawing Reference) | L-200 | | Site Layout Plan | L-300 | | Site Elevation Plan | L-401 | | Erosion & Sediment Control Plan | L-500 | | Grading & Drainage Plan | L-501 | | Grading, Drainage & Erosion Control Details | L-502 | | Utility Plan | L-600 | | Schematic Landscape Plan | L-700 | | Plant Schedule & Landscape Detail | L-701 | | Demolition Schedule | L-800 | | Control Sign Details | L-901 | | Dune Wall Plan & Elevation | L-902 | | Monuments / Fountains Section | L-903 | | Sign & Handicap Detail | L-904 | |
|---|--|---|----------|--------------|------|-------------|-------|--|--------------------|--|--|---------------------------------------|-------|--|---|-------|--|------------------|-------|--|---------------------|-------|--|---------------------------------|-------|--|-------------------------|-------|--|---|-------|--|--------------|-------|--|--------------------------|-------|--|-----------------------------------|-------|--|---------------------|-------|--|----------------------|-------|--|----------------------------|-------|--|-------------------------------|-------|--|------------------------|-------|--|
| Category | Sheet Number | Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cover Sheet | G-001 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Landscaping | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Existing Conditions & Demolition Plan | L-100 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Overall Site Plan / Orientation (Drawing Reference) | L-200 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Site Layout Plan | L-300 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Site Elevation Plan | L-401 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Erosion & Sediment Control Plan | L-500 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Grading & Drainage Plan | L-501 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Grading, Drainage & Erosion Control Details | L-502 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Utility Plan | L-600 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Schematic Landscape Plan | L-700 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Plant Schedule & Landscape Detail | L-701 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Demolition Schedule | L-800 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Control Sign Details | L-901 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dune Wall Plan & Elevation | L-902 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Monuments / Fountains Section | L-903 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sign & Handicap Detail | L-904 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Vicinity / Location</p> <p>Scale: nts</p> | <p>Park Map </p> <p>Scale: nts</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

War Memorial Foundation
 Carolina Field of Honor at Triad Park
8437 US Highway 421
Folsyth Co., GA 30097

Proj. No. 72439
 Date: June 20, 2012

G.001



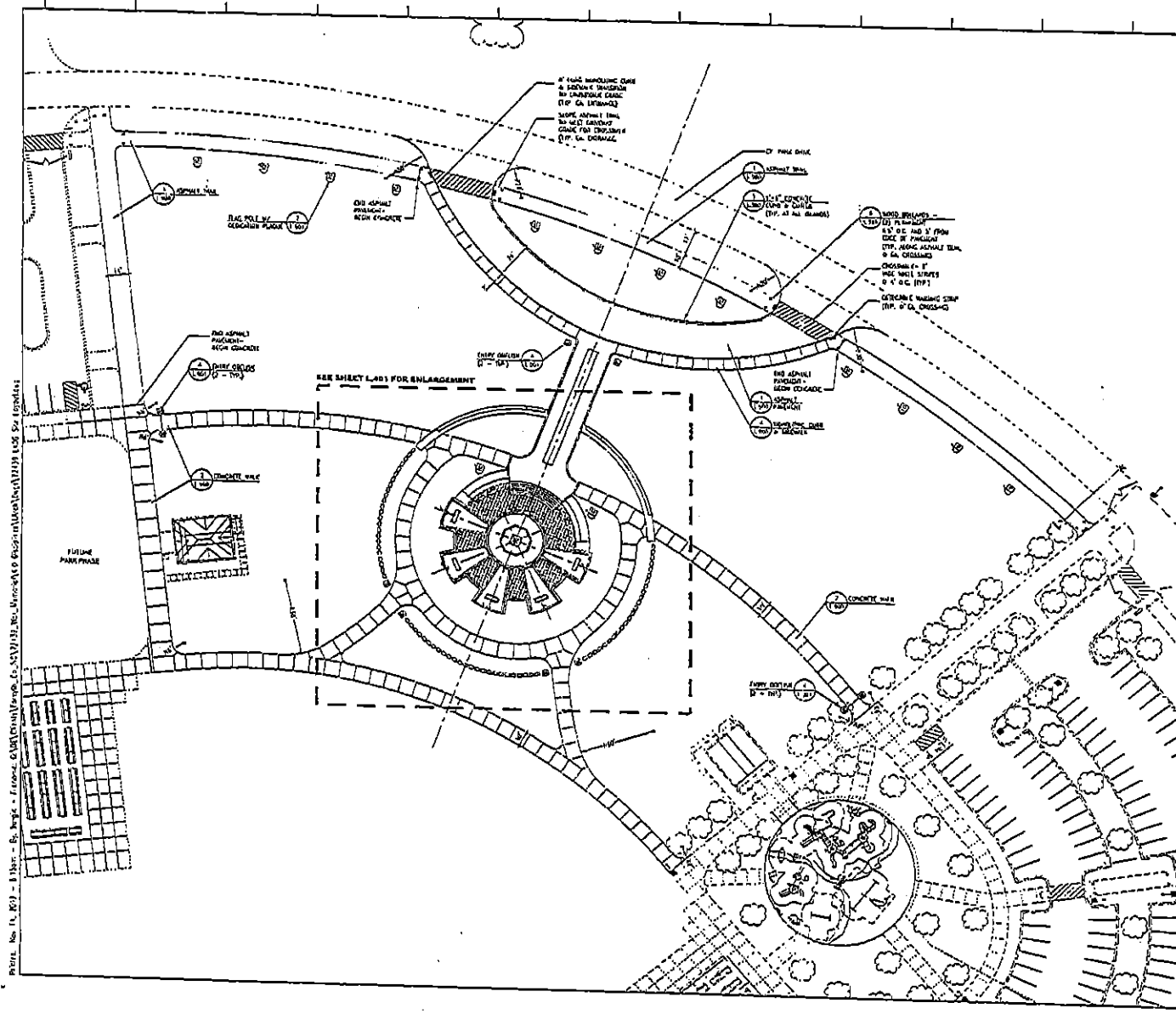
8721 Red Oak Blvd
Suite 101
Capeville, NC 28227
704.528.5784
FAX: 704.515.9329

War Memorial Foundation
Carolina Field of Honor
at Triad Park

8151 US Highway 411
Kernersville, Carolina County, North Carolina

Draw No: 1
Date: June 20, 2012
Existing Conditions
& Site Preparation
Plan

L.100



- LAYOUT NOTES**
1. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 2. THE CONTRACTOR SHALL VERIFY UTILITIES SHOWN WITH THE DRAWINGS, THE EXISTING CONDITIONS AND ANY UTILITIES NOT SHOWN TO BE DISCOVERED IN THE CONSTRUCTION OF THIS PROJECT.
 3. THE CONTRACTOR SHALL HAVE KNOWLEDGE OF THE LOCAL GAS, TELEPHONE, ELECTRIC AND TELEVISION COMPANIES TO DETERMINE IF THEY HAVE ANY UNDISCOVERED UTILITIES IN THE AREA OF THESE WORKS AND CONTACT THE CONTRACTOR WITHIN 10 DAYS AFTER THE DATE OF THE CALL TO INFORM HIMSELF AS TO THE LOCATION OF ANY UNDISCOVERED UTILITIES OF THIS PROJECT.
 4. ALL EXISTING UTILITIES AND SERVICES WHICH ARE NOT SHOWN ON THESE DRAWINGS SHALL BE IDENTIFIED BY THE OWNER PRIOR TO ANY WORKING AND WORK IN THE FIELD ATTRIBUTED TO THE CONTRACTOR. ALL WORK SHALL BE IN ACCORDANCE WITH THE LOCAL ORDINANCES OF THIS PROJECT.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT.
 6. THE CONTRACTOR SHALL PROVIDE ALL PERMITS AND LICENSES FOR ALL WORKS AND SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE WORK AS REQUIRED BY THE LOCAL ORDINANCES OF THIS PROJECT.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE WORK AS REQUIRED BY THE LOCAL ORDINANCES OF THIS PROJECT.
 8. THE CONTRACTOR SHALL HAVE EVERY EFFORT TO COME UP WITHIN THE TIME TO A PROJECT. ALL WORK SHALL BE COMPLETED WITHIN THE TIME TO A PROJECT. ALL WORK SHALL BE COMPLETED WITHIN THE TIME TO A PROJECT.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE WORK AS REQUIRED BY THE LOCAL ORDINANCES OF THIS PROJECT.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE WORK AS REQUIRED BY THE LOCAL ORDINANCES OF THIS PROJECT.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE WORK AS REQUIRED BY THE LOCAL ORDINANCES OF THIS PROJECT.
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 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE WORK AS REQUIRED BY THE LOCAL ORDINANCES OF THIS PROJECT.

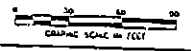


1723 West Oak Road
 Suite 101
 Charlotte, NC 28217
 704.525.8284
 FAX: 704.525.4329

War Memorial Foundation
Carolina Field of Honor
 at Triad Park

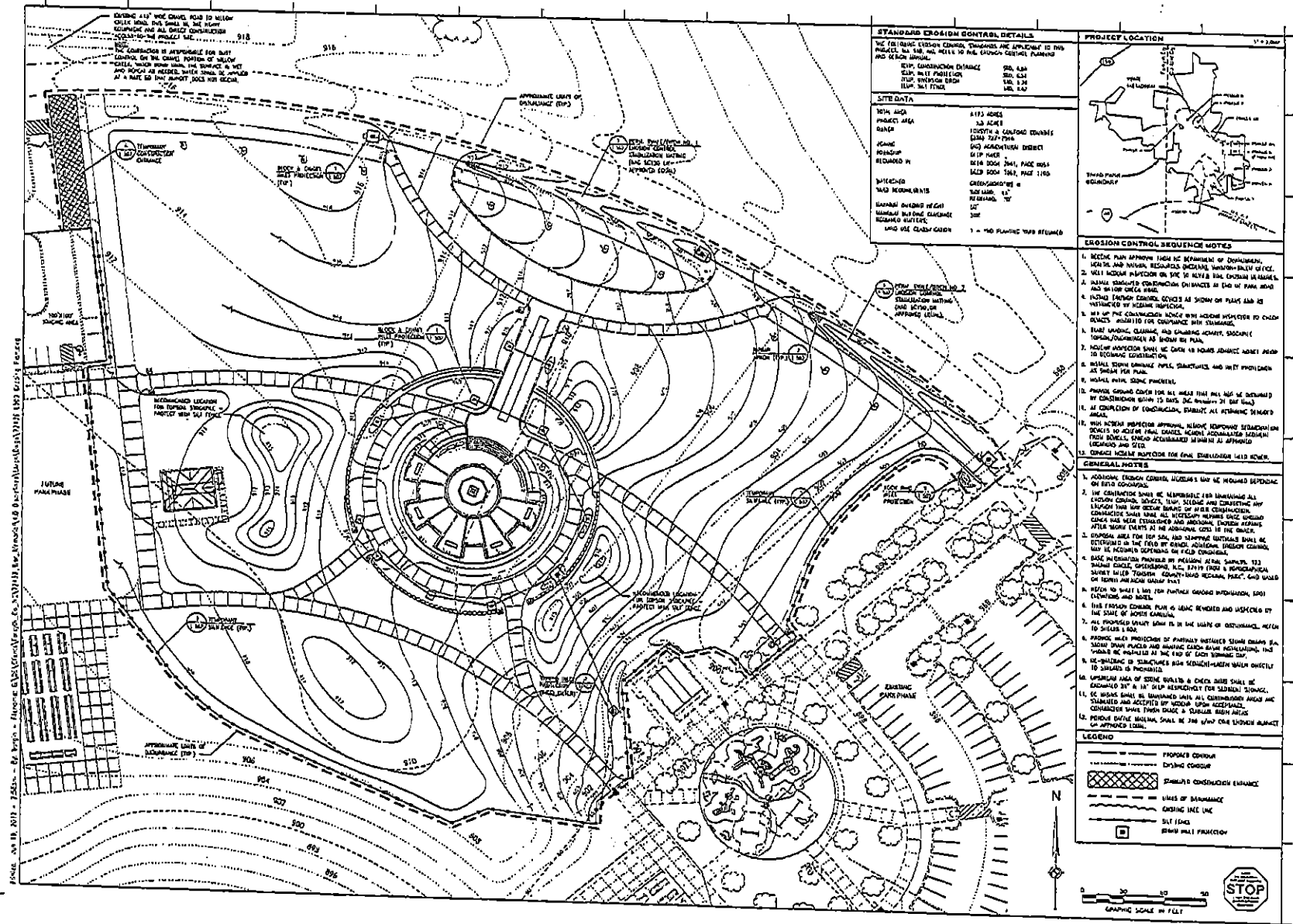
1815 U.S. Highway 421
 Alamogordo, North Carolina

Drawn by
 Date: Nov 04, 2012
 Revised by
 Site Layout
 Plan



L.400

Sheet No. 11, 103 - 110 - 111 - 112 - 113 - 114 - 115 - 116 - 117 - 118 - 119 - 120 - 121 - 122 - 123 - 124 - 125 - 126 - 127 - 128 - 129 - 130 - 131 - 132 - 133 - 134 - 135 - 136 - 137 - 138 - 139 - 140 - 141 - 142 - 143 - 144 - 145 - 146 - 147 - 148 - 149 - 150 - 151 - 152 - 153 - 154 - 155 - 156 - 157 - 158 - 159 - 160 - 161 - 162 - 163 - 164 - 165 - 166 - 167 - 168 - 169 - 170 - 171 - 172 - 173 - 174 - 175 - 176 - 177 - 178 - 179 - 180 - 181 - 182 - 183 - 184 - 185 - 186 - 187 - 188 - 189 - 190 - 191 - 192 - 193 - 194 - 195 - 196 - 197 - 198 - 199 - 200 - 201 - 202 - 203 - 204 - 205 - 206 - 207 - 208 - 209 - 210 - 211 - 212 - 213 - 214 - 215 - 216 - 217 - 218 - 219 - 220 - 221 - 222 - 223 - 224 - 225 - 226 - 227 - 228 - 229 - 230 - 231 - 232 - 233 - 234 - 235 - 236 - 237 - 238 - 239 - 240 - 241 - 242 - 243 - 244 - 245 - 246 - 247 - 248 - 249 - 250 - 251 - 252 - 253 - 254 - 255 - 256 - 257 - 258 - 259 - 260 - 261 - 262 - 263 - 264 - 265 - 266 - 267 - 268 - 269 - 270 - 271 - 272 - 273 - 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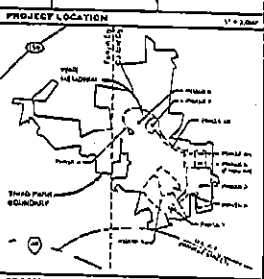
STANDARD EROSION CONTROL DETAILS

THE FOLLOWING EROSION CONTROL MEASURES ARE APPLICABLE TO THIS PROJECT, AS THE PROJECT IS IN THE EROSION CONTROL PHASE AND NOT UNDER CONSTRUCTION.

| | |
|-----------------------------------|----------|
| STANDARD EROSION CONTROL DISTANCE | 500, 600 |
| STANDARD EROSION CONTROL DISTANCE | 500, 600 |
| STANDARD EROSION CONTROL DISTANCE | 500, 600 |
| STANDARD EROSION CONTROL DISTANCE | 500, 600 |

SITE DATA

| | |
|------------------|--------------------------------|
| AREA | 1173 ACRES |
| PROJECT AREA | 3.8 ACRES |
| OWNER | WAR MEMORIAL FOUNDATION |
| DESIGNER | WAR MEMORIAL FOUNDATION |
| DATE | 12/15/11 |
| PROJECT NO. | 1173-01 |
| PROJECT NAME | WAR MEMORIAL FOUNDATION |
| PROJECT LOCATION | TRIAID PARK, CHARLOTTE, NC |
| PROJECT PHASE | EROSION CONTROL |
| PROJECT SCALE | 1" = 100' PLACING WAS REQUIRED |



- EROSION CONTROL SEQUENCE NOTES**
1. BEFORE PLAN APPROVAL FROM THE DEPARTMENT OF TRANSPORTATION, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE DEPARTMENT OF TRANSPORTATION FOR THE EROSION CONTROL MEASURES TO BE INSTALLED ON THE PROJECT.
 2. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES IN PLACE THROUGHOUT THE CONSTRUCTION PERIOD.
 3. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES IN PLACE THROUGHOUT THE CONSTRUCTION PERIOD.
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 13. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES IN PLACE THROUGHOUT THE CONSTRUCTION PERIOD.

- GENERAL NOTES**
1. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDENT ON FIELD CONDITIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL MEASURES, INCLUDING THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
 3. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES IN PLACE THROUGHOUT THE CONSTRUCTION PERIOD.
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 19. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES IN PLACE THROUGHOUT THE CONSTRUCTION PERIOD.
 20. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES IN PLACE THROUGHOUT THE CONSTRUCTION PERIOD.

LEGEND

- PROPOSED CONTOUR
- EXISTING CONTOUR
- EROSION CONTROL MEASURES
- LINE OF BARRIAGE
- LINE LINE
- SILT FENCE
- EROSION CONTROL MEASURES

STOP

GRAPHIC SCALE IN FEET

WOOLPERT
 8721 New Oaks Blvd
 Suite 101
 Charlotte, NC 28217
 704.525.8244
 FAX: 704.525.9529

War Memorial Foundation
Carolina Field of Honor
 at Triad Park

DATE: June 20, 2012
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 Erosion & Sediment Control Plan

L.500

There are two sets of standard cases, medium (medium) and large (large) and two standard (Case 10) and (Case 11) which have similar capacity. These are shown in parentheses and dimensions are indicated by a large size.

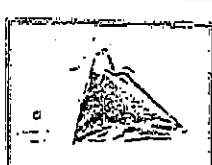
If you wish to use other than the standard protection, it is suggested that you consult the manufacturer for a special design. The protection should be made of a material which is resistant to the action of the water and is capable of withstanding the impact of the water.

The standard protection is made of a material which is resistant to the action of the water and is capable of withstanding the impact of the water.

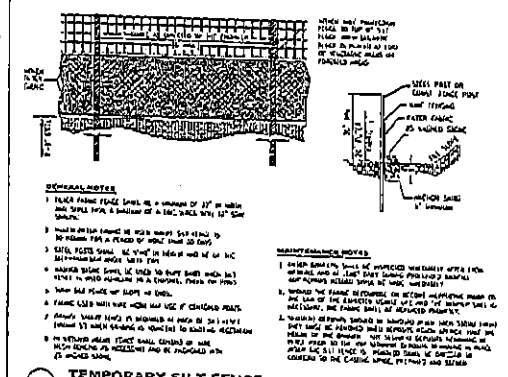
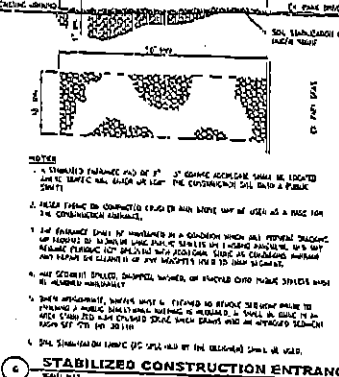
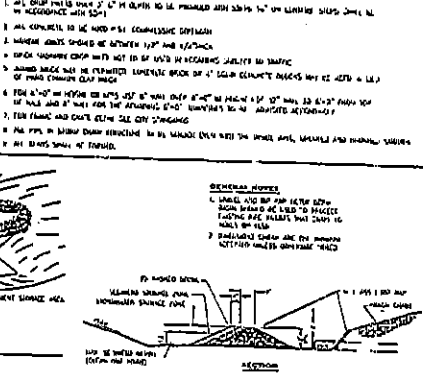
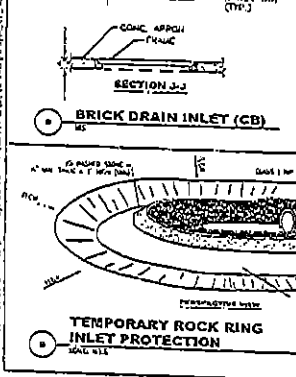
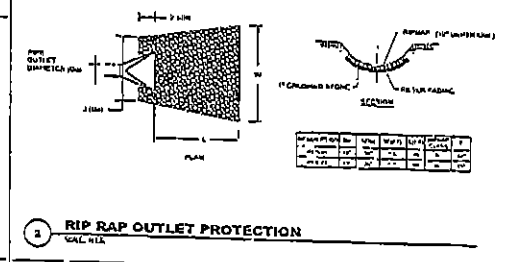
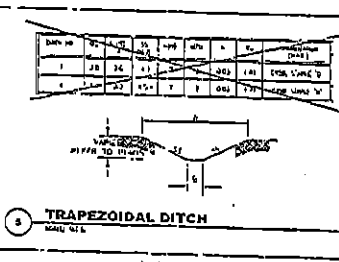
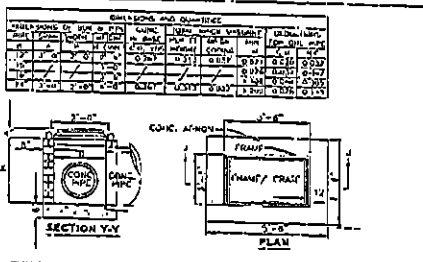
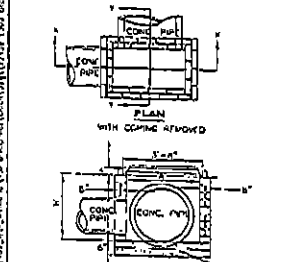
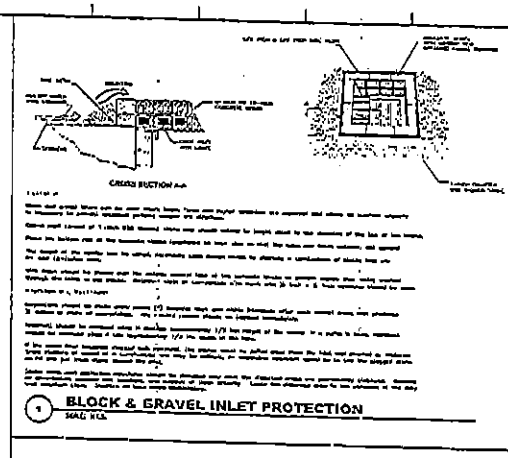
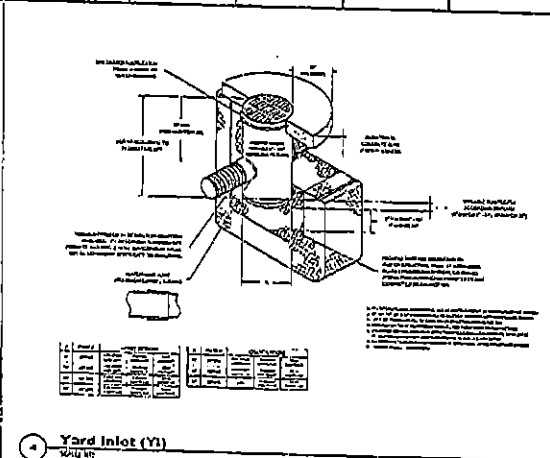
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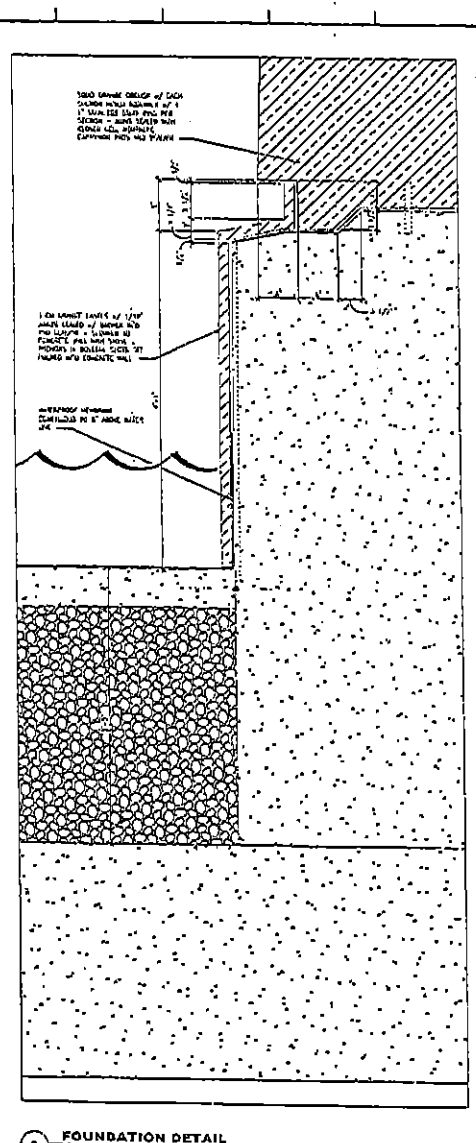
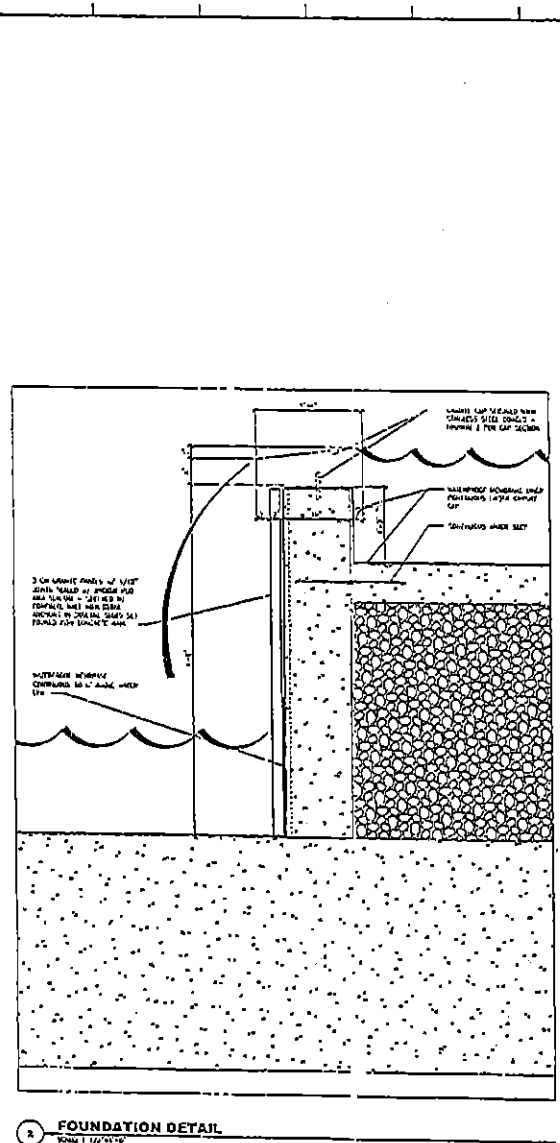
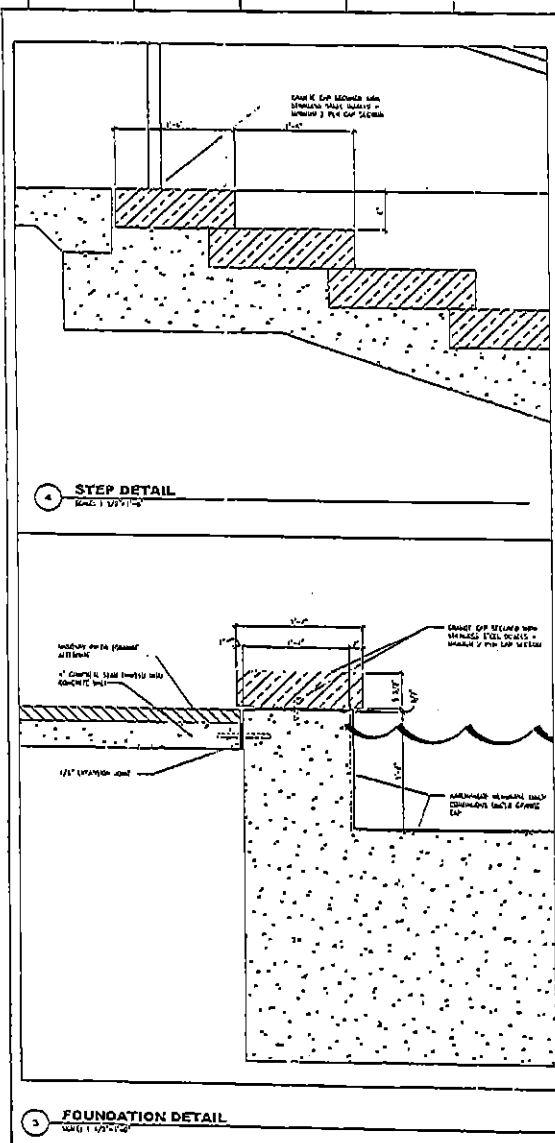
TYPE D INLET PROTECTION - RIGID FILTERS
SCALE: 1/4" = 1'-0"



WOOLPERT
INCORPORATED
8751 West Oak Blvd
Suite 101
Charlotte, NC 28217
704-528-8288
FAX: 704-528-8309

Wet Memorial Foundation
Carolina Field of Honor
at Triad Park
9627 U.S. Highway 421
Kannapolis, Guilford County, North Carolina

Plan No. _____
Date: June 20, 2012
Sheet Name: Grading, Drainage & Erosion Control Details



WOOLPERT
ARCHITECTURAL ARCHITECTURE

4721 Red Oak Blvd
Suite 101
Charlotte, NC 28217
704.525.6244
FAX: 704.535.8720

War Memorial Foundation
Carolina Field of Honor
at Triad Park
11115 S. Reynolds Rd.
Raleigh, NC 27615

File No:
Date: June 20, 2012
Sheet No:
Step 6
Foundation Details

L.904



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

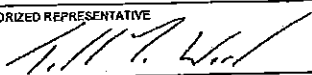
| | | |
|--|---------------------------------------|--------------------------------|
| PRODUCER O'HANLON INSURANCE & FINANCIAL 5411 - D WEST FRIENDLY AVE GREENSBORO NC 27410 | CONTACT NAME _____ | |
| | PHONE (A/C, No, Ext): _____ | FAX (A/C, No): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | |
| INSURER A: NAUTILUS INSURANCE COMPANY | | NAIC # _____ |
| INSURER B: _____ | | |
| INSURER C: _____ | | |
| INSURER D: _____ | | |
| INSURER E: _____ | | |
| INSURER F: _____ | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUPR: INSR / WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------------------|---------------|-------------------------|-------------------------|---|
| A X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | NN303602 | 12/05/12 | 12/05/13 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RETIRED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> TRAILER AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to RW) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A DESCRIPTION OF OPERATIONS below | | | | | WC STATU- TORY LIMITS OTH- ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CLUB / REF PROJECT TRIAD PARK VETERANS MEMORIAL.

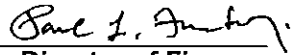
| | |
|--|--|
| CERTIFICATE HOLDER County of Forsyth and County of Guilford 201 N. Chestnut Street Winston Salem, NC 27101 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

Contract #2013-0281-00: War Memorial Foundation

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

12/27/2012

Date



Director of Finance