

TOKAY PARK PICKLEBALL CONVERSION PROJECT PROJECT MANUAL

PREPARED FOR
THE CITY OF FAYETTEVILLE



BY
BOLTON & MENK, INC.



Real People. Real Solutions.

SIGNATURE PAGE

Owner:

(print name)

(signature)

Landscape Architect:

JEREMY ARNETT

(print name)

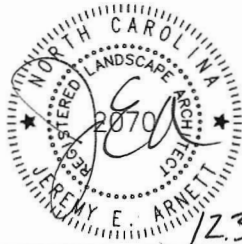
Jeremy Arnett

(signature)

Contractor:

(print name)

(signature)



12.30.2025

(seal)

(seal)

(seal)



INVITATION TO BID

Tokay Park Pickleball Conversion Project

OWNER:

CITY OF FAYETTEVILLE

433 Hay Street

Fayetteville, NC 28301

COF1516971.1

DESIGNER: BOLTON & MENK, INC.

Bid Due Date: January 22, 2026

This document is intended for use on City of Fayetteville Construction Projects and shall not be used on any project that is not reviewed and approved by the City of Fayetteville.

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NOTICE TO BIDDERS

Pursuant to 2 CFR 200.320 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., January 22, 2026** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Tokay Park Pickleball Conversion Project

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301.

The bid opening will be held at **2:00 p.m. on January 22, 2026** at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, "Tokay Park Pickleball Conversion Project"

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov

The City reserves the right to reject any or all bids, to waive minor informalities or irregularities, and to award the contract to the lowest responsive and responsible bidder whose bid conforms to all material requirements of the Invitation to Bid.

NOTE: Pursuant to N.C. Gen. Stat. § 87-1(a) contractor must hold a valid North Carolina General Contractor License in order to contract for or perform work in the state for projects over \$40,000. Contractor must also be registered with the Secretary of State to do business in the state of North Carolina. This work falls under the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7), and the Contractor shall supply the City of Fayetteville with certified payroll documentation. The Davis-Bacon and Related Acts will apply to contractors and subcontractors performing construction, alteration, or repair with federally funded or assisted contracts of \$2,000 or more. Under this Act, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. A current copy of the prevailing wage rates is included in the Project Manual and Contractor shall attach a copy of his certified payroll to his payment applications. The award of contract shall be conditioned upon the acceptance of the wage determination. The City of Fayetteville encourages Section 3 Firms to respond.

TAX-EXEMPT PROJECT NOTICE: This project is being constructed under contract with the City of Fayetteville. Materials that become a permanent part of the work are exempt from North Carolina sales and use tax pursuant to N.C. Gen. Stat. § 105-164.14(b). Bidders shall exclude sales tax on exempt materials from bid prices. See Special Provisions for details.

The Bid Documents may be obtained by the following instructions posted at the following

location: <https://www.fayettevillenc.gov/City-Departments/Finance/Purchasing/Bid-Opportunities>

Bidders are responsible for monitoring this site for addenda and other pertinent documents.

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. The Owner will not be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

FEDERAL FUNDING NOTICE

This project is funded in whole or in part with Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD⁵). All federal requirements apply, including but not limited to:

- Davis-Bacon prevailing wage rates
- Section 3 economic opportunities for low-income persons
- Equal Employment Opportunity (EEO)
- Buy America preferences (where applicable)
- Debarment and suspension
- Contract Work Hours and Safety Standards Act

City of Fayetteville
Kimberly Toon, CLGPO
Purchasing Manager



A message from the City of Fayetteville City Manager, Dr. Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to providing Small Local Business Enterprises (SLBEs) and small businesses an equal opportunity to participate in all aspects of City contracting, including but not limited to participation in the procurement of contracts relating to construction, professional services, equipment, supplies, and improvements to facilities throughout the City.

It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion, national origin, age, or disability, and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is committed to following all applicable federal, state, and local laws as they relate to procurement practices.

Small Business Participation Commitment

The City will actively seek and identify qualified small businesses, including SLBEs, and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts. The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors.

Small Business Enterprise Program

The City's Charter has been amended by the General Assembly (H.B. 198) to establish a small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include measures to enhance participation by small business enterprises located in Cumberland and Hoke Counties, including:

- Arranging solicitations, specifications, and contract requirements to facilitate small business participation
- Providing technical assistance and capacity building programs
- Carrying out information and communication programs on contracting procedures and opportunities
- Implementing outreach programs to identify and engage qualified small businesses
- Offering supportive services to help small businesses compete effectively
- Ensuring prompt payment to subcontractors
- Simplifying bonding and insurance requirements where appropriate

Federal and State-Funded Projects - Important Notice

In accordance with state directive following the U.S. Department of Transportation's October 3, 2025 Interim Final Rule to 49 CFR Part 26:



For Federally-Funded Contracts:

- No DBE goals may be established for federally-funded contracts until further guidance is provided by the state
- All existing DBE certifications are in suspended status pending Unified Certification Program (UCP) reevaluation under new individualized disadvantage standards
- Firms are not required to submit DBE participation commitments at this time

For State-Funded Contracts:

- No MB/WBE goals may be established for state-funded contracts until further guidance is provided by the state

The City will continue to facilitate participation by all qualified small businesses through the measures listed above and will resume DBE and MB/WBE program activities once the state provides further guidance.

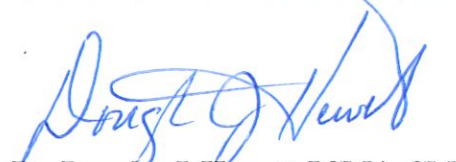
Equal Opportunity for All

The City is committed to:

- Providing equal access to contracting opportunities for all qualified businesses
- Removing barriers to small business participation
- Supporting economic development and capacity building in our community
- Ensuring fair and open competition in all procurements
- Maintaining compliance with all applicable federal, state, and local requirements
- Supporting diversity in our supplier and contractor base

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE



Dr. Douglas J. Hewett, ICMA-CM
City Manager

SPECIAL PROVISIONS
PERFORMANCE AND DELIVERY
TOKAY PARK PICKLEBALL
CONVERSION PROJECT

Bid Receipt Date	January 22, 2026 at 2 pm
Non-Mandatory Pre-Bid Conference	January 7, 2026 at 3:00 pm EST 328 Hamilton Street, Fayetteville, NC 28301
Date of Availability	Date when the contract is executed by both the successful bidder and the City
Contract Time	90 CALENDAR DAYS
Liquidated Damages	\$1,000.00 per calendar day for each day of overrun \$1,000.00 per calendar day for each day of unauthorized suspension
Bid Acceptance Period	Forty-Five (45) Calendar Days unless otherwise noted
Weather Delays	Delays in schedule will be reviewed by the City and Designer on a monthly basis and granted pursuant to contract provisions.

The Project is for the completion of the reconstruction of 3 tennis courts and 10 pickleball courts. The work scope includes demolition of the existing 6 tennis courts, including the asphalt base and aggregate sub-base and court fencing, and reinstallation of the court pavement for 3 tennis courts and 10 pickleball courts with court fencing. This project is funded with federal funds.

Questions regarding this bid must be submit in writing by e-mail to Ms. Kimberly Toon, City of Fayetteville, to kimberlytoon@fayettevillenc.gov no later than 5:00 pm January 9, 2026.

Bidders are expressly prohibited from contacting any City of Fayetteville official or employee associated with this Request for Proposal, except as noted above. Violation of this prohibition is grounds for the immediate disqualification of the bidder.

Work Hour Restriction: Limit work to between 7:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

SALES AND USE TAX EXEMPTION

A. STATE TAX EXEMPTION - REAL PROPERTY IMPROVEMENTS

This project involves reconstruction of tennis and pickleball courts under contract with the City of Fayetteville, a governmental entity. Pursuant to North Carolina General Statute § 105-164.14(b), purchases of tangible personal property that become a permanent component part of real property improvements for a governmental entity are exempt from North Carolina sales and use tax.

B. EXEMPT MATERIALS (when they become permanent part of real property)

The following materials incorporated into this project are expected to qualify for sales tax exemption:

- Asphalt paving materials
- Concrete materials
- Aggregate base materials
- Chain link fencing and posts (permanently installed)
- Tennis/pickleball net posts and equipment (permanently installed)
- Court accessories that are permanently affixed

C. CONTRACTOR RESPONSIBILITIES

1. Bid prices shall EXCLUDE North Carolina state and local sales taxes for materials listed in Section B above
2. Contractor must provide suppliers with the City's Certificate of Exemption (Form E-595E)
3. Contractor is responsible for properly claiming the exemption with suppliers
4. The City will provide the Contractor with Form E-595E upon contract execution
5. Contractor must maintain documentation of tax-exempt purchases

D. ITEMS SUBJECT TO SALES TAX (include in bid pricing)

The following remain subject to North Carolina sales tax:

- Equipment rental (asphalt pavers, rollers, excavators, etc.)
- Fuel and lubricants
- Tools and equipment owned by the contractor
- Consumable supplies that do not become part of the permanent improvement
- Temporary materials removed after construction

E. UNCERTAIN ITEMS

If the Contractor is uncertain whether a specific material qualifies for exemption, the Contractor should:

1. Contact the City's Section 3 Coordinator prior to bidding
2. Request clarification in writing during the bid period
3. Include applicable taxes in the bid price if exemption status cannot be confirmed

F. CONTRACTOR LIABILITY

If the Contractor fails to properly claim the tax exemption on eligible materials and pays sales tax, the Contractor shall not be entitled to reimbursement from the City for such taxes paid. Conversely, if the Contractor claims an exemption that is later determined to be invalid, the Contractor shall be responsible for all taxes, penalties, and interest assessed by

the NC Department of Revenue.

G. SALES TAX REPORTING MODIFIED

The monthly sales tax certificate requirement in Section 32 is modified: Contractor shall submit with each payment application a statement certifying either:

- "No sales tax was charged on materials incorporated into the permanent work," OR
- A detailed list of any taxable items purchased and taxes paid (for equipment rental, consumables, etc.)

Bid Form Submittal Checklist

Tokay Park Pickleball Conversion Project			
<i>Included? (Please Initial)</i>	<i>Name or description of form</i>	<i>Necessary to submit this form?</i>	<i>When to submit it?</i>
	Completed Proposal Package-Including acknowledgement of Addenda	Yes	With the bid
	Signed Non-Collusion Affidavit	Yes	With the bid
	Certification of Primary Participant, Regarding Debarment, Suspension, and other responsibility matters	Yes	With the bid
	List of Subcontractors	Yes	With the bid
	Bid Bond 5%	Yes	With the bid in a Separate Envelope
	City of Fayetteville General Contracting	Yes	With the bid
	Davis Bacon	No	Acknowledge
	Certificate of Insurance	Yes	Post-Bid w/ low bidder
	Qualifications of Bidders	Yes	Post-Bid w/ low bidder
	Certification of Financial Conditions	Yes	Post-Bid w/ low bidder
	Performance Bond and Payment Bond	Yes	With Signed Contract
	Additional Forms not mentioned: Power of Attorney (pg 64), Business Concern Certification (pg 229), HUD Forms (pg 232)	Yes	With Signed Contract

If this is not submitted with the bid, you shall be deemed non-responsive.

CITY OF FAYETTEVILLE GENERAL CONTRACTING TERMS

The following General Contracting Terms will be incorporated into the Professional Services Agreement with the selected firm:

ASSIGNMENT

It is the intent of this Agreement to secure the personal services of Contractor and failure of Contractor for any reason to make the personal services available to the City of Fayetteville for the purposes described in this contract shall be cause for termination of this contract. Contractor shall not assign this contract without prior written consent of the City of Fayetteville.

GOVERNING LAW

The validity, interpretation, and execution of this contract and the performance of and rights accruing under this Contract are all to be governed by the laws of North Carolina.

COMPLIANCE WITH LAWS

Contractor agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

SEVERABILITY

The parties agree that if any provision of this contract shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this contract and the requirements of applicable law.

DEFAULT

In the event of substantial failure by Contractor to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate Contractor upon ten (10) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed.

DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR INVESTING IN IRAN CERTIFICATION

Contractor certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Contract. By signing this Contract, Contractor further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Contractor appearing on the Treasurer's FD Lists at any time before or during the term of this Contract.

E-VERIFY

Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify

requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

FORCE MAJEURE

Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

MORALITY CLAUSE

If, in the sole opinion of the City, at any time Contractor any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more of the actions below, the City may immediately upon written notice to Contractor, terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/decency.
4. denigrate individuals or groups in the community served by the City;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the City's finances, public standing, image, or reputation;
7. is embarrassing or offensive to the City or may reflect unfavorably on the City; and,
8. is derogatory or offensive to one or more employee(s) or customer(s) of the City.

NON-APPROPRIATION

Notwithstanding any other provisions of this contract, the parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this agreement for any fiscal year, this contract shall terminate immediately without further obligation of City.

INDEMNIFICATION

To the extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of the Contractor, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by the Contractor does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his Subcontractor, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the City, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this Agreement, Contractor agrees to purchase and maintain during the life of this Agreement contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof. Indemnification by the Contractor does not constitute a waiver of the City's governmental immunity in any respect under North Carolina law.

TERMINATION FOR CAUSE

In the event of substantial failure by Contractor to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate Contractor upon ten calendar (10) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any

further payment for work that has not been performed. Contractor shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City's request.

TERMINATION FOR CONVENIENCE

Upon thirty (30) calendar days' written notice to Contractor, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Contract. Upon such notice, Contractor shall have neither the obligation nor the right to perform services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, Contractor shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, Contractor may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the City of Fayetteville. Contractor shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City's request.

TERMINATING ILLEGAL DISCRIMINATION CERTIFICATION:

Contractor certifies that: (i) it does not operate any DEI programs that violate any applicable Federal anti-discrimination laws, (ii) it is compliant in all respects with all applicable Federal anti-discrimination laws material to the government's payment decisions, and (iii) agrees that, if a violation of this certification is found, could lead to liability under the False Claims Act. By signing this Agreement, Contractor further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Contractor's noncompliance with this certification at any time before or during the term of this Agreement.

SURVIVAL OF TERMS

All warranties, covenants, and representations contained within this contract and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

VENUE AND FORUM SELECTION

The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

INDEPENDENT CONTRACTOR

Contractor is an Independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an Independent Contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by Contractor but City shall have the right to observe such performance.

AMENDMENT

The City and Contractor may, from time to time, request changes in services to be performed by Contractor. Any such changes that are mutually agreed upon by the City and Contractor shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.

ENTIRE AGREEMENT

Agreement constitutes the entire agreement between the Parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each Party.

Contractor Name (Print)

Contractor Signature

Date of Signature

ADDENDA

(ATTACH)

**BID BOND
ATTACH**

CITY OF FAYETTEVILLE
Tokay Park Pickleball Conversion Project
BID PROPOSAL PACKAGE

The undersigned hereby proposes to furnish materials and perform the work for this project per the items listed herein in strict accordance with the Standard Specifications, contained in the documents for the consideration of prices quoted for the enclosed contract items.

THE CITY RESERVES THE RIGHT TO ELIMINATE OR ADD TO THIS CONTRACT.

IMPORTANT TAX NOTICE: Bid prices shall EXCLUDE North Carolina sales and use tax on materials that become a permanent part of this project (asphalt, concrete, aggregate, fencing, etc.), as these materials are tax-exempt pursuant to N.C. Gen. Stat. § 105-164.14(b). Equipment rental, consumables, and temporary materials remain taxable and should be included in bid pricing. See Special Provisions for complete details.

This Bid Package is executed by:

Name _____ Title _____

Company Name _____

Address _____

Email _____

Signature _____ Phone No. _____

License # _____ Bid Amount\$ _____

Written _____

ACKNOWLEDGEMENT OF ADDENDA

The Vendor has received, acknowledged, and used the following addenda in completing the Proposal.
(Initial and Date as appropriate)

Addendum No. 1 _____

Dated: _____

Addendum No. 2 _____

Dated: _____

Addendum No. 3 _____

Dated: _____

Addendum No. 4 _____

Dated: _____

LIST OF SUBCONTRACTORS

The Prime Contractor states that his Bid is based on the following Subcontractors for the categories of work listed which may exceed 5% of the Contract work; the Prime Contractor agrees that if he is the successful Bidder and if the listed Subcontractors are approved by the Owner's Representative, he shall contract with the approved listed Subcontractors for the performance of this work.

<u>Trade</u>	<u>Name</u>	<u>License #</u>

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL

COMPANY

BIDDER'S SIGNATURE

TITLE

TOKAY PICKLEBALL CONVERSION
CERTIFICATION OF PRIMARY PARTICIPANT

REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Primary Participant, _____ (major third party contractor), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT _____ CERTIFIES OR
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31
U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

SIGNATURE

TITLE

PRINTED NAME

DATE

SECTION B – CONTRACT AWARD DOCUMENTS

CONTRACT

PERFORMANCE BOND

PAYMENT BOND

POWER OF ATTORNEY

CERTIFICATE(S) OF INSURANCE

NOTICE TO PROCEED

*****This is a DRAFT Agreement. The City of Fayetteville reserves the right to alter the clauses of this Agreement.*****

CONSTRUCTION AGREEMENT

CDBG FUNDED

THIS CDBG-FUNDED CONSTRUCTION AGREEMENT (the “**Agreement**”) is entered into as of the Effective Date (as defined in Section 1(d) hereof) by and between THE CITY OF FAYETTEVILLE, a municipality organized under the laws of the State of North Carolina (the “**City**) and _____, a _____ organized under the laws of the State of North Carolina (the “**Contractor**”). Collectively, “**City**” and “**Contractor**” shall be named “**Parties**.”

Project Number	COFTOKAY001
General Contractor:	
Organization Type:	
UEI:	
EIN:	
Mailing Address:	433 Hay Street Fayetteville, NC 28301
Email Address:	
Project Location:	Within City of Fayetteville
Award Type (Grant or Loan):	Grant
FAIN:	B25MC370005
Contract Award Amount:	
Federal Prime Award Date	
Final Funding Spend Down Date:	
Final Funding Spend Down Date:	

RECITALS

WHEREAS, the City receives federal funding from HUD for distribution by the City. The Contractor is authorized to use the funds primarily for costs directly related to Public Facilities Construction activities (the “**Program**”). The funds must be used in accordance with the provisions of the Act; and

WHEREAS, this Contract was awarded pursuant to competitive sealed bidding in accordance with N.C.G.S. § 143-129 and 2 CFR 200.320(c) (Procurement by Sealed Bids), with [NUMBER] responsive bids publicly opened on [DATE]; and

WHEREAS, the Contractor was determined to be the lowest responsive and responsible bidder in accordance with applicable procurement standards; and

WHEREAS, this project meets the CDBG National Objective of [SELECT ONE: Benefit to Low- and Moderate-Income Persons / Aid in the Prevention or Elimination of Slums or Blight / Meeting Urgent Needs] as documented in the City's Community Development program; and

WHEREAS, environmental review of this project has been completed pursuant to 24 CFR Part 58, with environmental clearance documented in Environmental Review Record #[ERR NUMBER] approved on [DATE], and the City received HUD's Authority to Use Grant Funds dated [DATE]; and

WHEREAS, the Contractor has been verified as not debarred, suspended, or otherwise excluded from federal contracting through the System for Award Management (SAM.gov) on [DATE]; and

WHEREAS, all work under this Contract shall comply with federal procurement requirements including 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and 24 CFR Part 570 (Community Development Block Grants).

NOW THEREFORE, the Parties agree to the following terms and conditions

ARTICLE 1 - THE WORK

1.1 Scope of Work

The Contractor agrees to furnish all labor, materials, equipment, and services necessary for the complete construction of [PROJECT DESCRIPTION] in accordance with the Contract Documents, which consist of:

1. This Construction Agreement
2. General Conditions
3. Special Conditions
4. Technical Specifications

5. Drawings and Plans dated [DATE]
6. Addenda Nos. [LIST] dated [DATES]
7. Change Orders (as executed)

1.2 Contract Documents

The Contract Documents form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein.

1.3 Federal Funding Source

This project is funded in whole or in part by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant program and is subject to all applicable federal regulations.

ARTICLE 1.4 - PROCUREMENT COMPLIANCE AND COMPETITION

1.4.1 Method of Procurement

This Contract was awarded through competitive sealed bidding in accordance with:

- N.C.G.S. § 143-129 (formal bidding for construction contracts)
- 2 CFR 200.320(c) (Procurement by Sealed Bids)
- 2 CFR 200.319 (Competition requirements)

Procurement Documentation:

- Invitation for Bids (IFB) Number: [IFB NUMBER]
- IFB Issue Date: [DATE]
- Bid Opening Date: [DATE]
- Number of Bids Received: [NUMBER]
- This Contract represents a firm fixed-price contract based on the Contractor's sealed bid.

1.4.2 Full and Open Competition Certification

The City certifies that this procurement was conducted with full and open competition in accordance with 2 CFR 200.319, including:

- Public advertisement of the procurement opportunity
- Clear and accurate description of technical requirements
- No unreasonable requirements that limit competition

- No brand name or equal specifications that restrict competition
 - Avoidance of organizational conflicts of interest
 - No noncompetitive practices between firms
 - No geographic preferences (except as expressly mandated by federal law)
-

ARTICLE 2 - CONTRACT PRICE

2.1 Total Contract Price

The Owner shall pay the Contractor the sum of \$[TOTAL AMOUNT] ([AMOUNT IN WORDS] DOLLARS) for the complete performance of the Work.

2.2 Price Breakdown

- Base Contract Amount: \$[BASE AMOUNT]
- Sales Tax (if applicable): \$[TAX AMOUNT]
- TOTAL CONTRACT PRICE: \$[TOTAL AMOUNT]

2.3 Unit Prices

[Include unit price schedule if applicable]

ARTICLE 3 - TIME FOR COMPLETION

3.1 Commencement and Completion

- Contract Award Date: [DATE]
- Notice to Proceed Date: [DATE]
- Substantial Completion Date: [DATE] ([NUMBER] calendar days from Notice to Proceed)
- Final Completion Date: [DATE] ([NUMBER] calendar days from Notice to Proceed)

3.2 Liquidated Damages

Time is of the essence. If the Contractor fails to achieve Substantial Completion by the date specified in Section 3.1, the Contractor shall pay the Owner liquidated damages of \$[AMOUNT] per calendar day for each day of delay beyond the Substantial Completion Date.

3.2 Liquidated Damages

Time is of the essence. If the Contractor fails to achieve Substantial Completion by the date specified in Section 3.1, the Contractor shall pay the Owner liquidated damages of \$[AMOUNT] per calendar day for each day of delay beyond the Substantial Completion Date.

The parties acknowledge and agree that:

(a) Delays in completion will cause the Owner damages that are difficult to ascertain with precision at the time of contract execution, including but not limited to:

- Extended project management and inspection costs
- Continued traffic disruption and safety concerns
- Lost economic benefits from delayed project use
- Administrative costs associated with project delays

(b) The liquidated damages amount represents a reasonable estimate of anticipated damages and is not intended as a penalty.

(c) The total amount of liquidated damages shall not exceed [10-15%] of the original Contract Price.

(d) Payment of liquidated damages does not relieve Contractor of obligations to complete the Work or liability for defective Work.

3.3 Progress Schedule

A. Contractor assumes and bears responsibility for all costs and time delays associated with any variation from the requirements of the Contract Documents, except as provided in Section 3.4 for excusable delays.

B. Contractor shall submit a detailed Progress Schedule within ten (10) calendar days of Notice to Proceed showing the planned sequence of all work activities, including:

1. All critical path activities
2. Anticipated paving dates and seasonal limitations
3. Coordination with utility work
4. Material procurement and delivery schedules

5. Weather contingency allowances per Section 3.4

C. Contractor shall update the Progress Schedule monthly and submit with each payment application.

3.4 Delays in Contractor's Progress and Time Extensions

A. General Provisions for Time Extensions

1. Entitlement to Time Extension

Contractor may be entitled to a time extension for delays caused by:

- (a) Abnormal Weather Conditions (as defined in subsection B below)
- (b) Owner-caused delays or suspensions of work
- (c) Force majeure events beyond Contractor's control and without Contractor's fault or negligence
- (d) Differing site conditions materially different from Contract Documents
- (e) Delays by separate contractors employed by Owner
- (f) Changes ordered by Owner that affect Contract Time
- (g) Delays caused by utility owners beyond Contractor's control

2. Conditions for Time Extension

Time extensions will only be granted if:

- (a) The delay adversely affects an activity on the critical path to completion as shown on the then-current approved Progress Schedule
- (b) Contractor provides timely notice as required in subsection D below
- (c) Contractor demonstrates that the delay was beyond Contractor's control and without Contractor's fault or negligence
- (d) Contractor provides adequate documentation as required in subsection D below

3. No-Damage-for-Delay Waiver Prohibited

Pursuant to N.C. Gen. Stat. § 143-134.3, any provision that bars or limits compensable damages for delays caused solely by the Owner or its agents is void and unenforceable. Contractor's right to time extensions and reasonable delay damages caused solely by Owner-caused delays is preserved.

However, Contractor acknowledges that time extensions for weather delays under subsection B shall be the Contractor's sole and exclusive remedy for weather-related delays, and no compensation for delay costs shall be paid for weather delays.

B. Abnormal Weather Conditions and Temperature Limitations for Paving

1. Foreseeable Weather Days - No Time Extension

Contractor shall anticipate and include in the Progress Schedule the number of foreseeable inclement weather days per month as shown in Table 3.4-1 below. No time extensions will be granted for delays caused by weather within these anticipated allowances.

Table 3.4-1: Anticipated Inclement Weather Days (Fayetteville, NC)

Month Foreseeable Weather Days

January	8
February	8
March	8
April	8
May	8
June	5
July	9
August	9
September	5
October	5
November	8
December	9
TOTAL	90 days

2. Definition of Inclement Weather Day

For purposes of this Contract, an "Inclement Weather Day" is any workday on which one or more of the following conditions exist:

- (a) Precipitation: Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day through 7:00 p.m. on the workday in question equals or exceeds 0.25 inches, using the following conversion factors:
 - 2 inches of sleet = 1 inch of rain
 - 5 inches of wet, heavy snow = 1 inch of rain
 - 15 inches of dry powder snow = 1 inch of rain
- (b) Temperature Restrictions for Asphalt Paving: Ambient air temperature is below the minimum required for asphalt paving operations as specified in Section 3.4.B.4 below.
- (c) High Winds: Sustained winds exceeding 25 mph that prevent safe paving operations or material handling.
- (d) Fog/Visibility: Visibility less than 500 feet preventing safe traffic control or paving operations.

3. Weather Data Source

Determination of actual weather conditions during performance of the Work will be based on weather records measured and recorded by the National Oceanic & Atmospheric Administration (NOAA) weather monitoring station:

Station: FAYETTEVILLE PWC, NC US (GHCND:USC00313017)

Contractor may supplement with project site weather station data, subject to Engineer's approval, if conditions at the project site materially differ from the NOAA station location.

4. Temperature Restrictions for Asphalt Paving Operations

In accordance with NCDOT Standard Specifications and industry standards, asphalt paving operations are subject to the following temperature restrictions:

A. Minimum Air Temperature Requirements:

Paving Operation	Minimum Air Temp (°F)	Additional Requirements
Asphalt Base Course	40°F	Surface must be dry
Asphalt Intermediate Course	40°F	Surface must be dry
Asphalt Surface Course	50°F	Surface must be dry; no fog or mist
Prime Coat Application	50°F	Surface must be dry
Tack Coat Application	50°F	Surface must be dry; no fog, rain, or mist

B. Seasonal Paving Restrictions:

1. Winter Paving Period: Between November 15 and March 15, asphalt paving operations shall not be performed unless:

- Ambient air temperature is at or above 50°F and rising
- Weather forecast shows no precipitation for 24 hours
- Base surface temperature is at or above 40°F
- Engineer approves based on site-specific conditions

2. Cold Weather Paving Requirements: When ambient air temperature is between 40°F and 50°F:

- Increased asphalt mix temperature (within specification limits)
- Reduced haul distances
- Additional rollers for immediate compaction
- Thermal imaging to verify adequate compaction temperatures
- Engineer pre-approval required

C. Surface Condition Requirements:

Asphalt paving shall not be performed when:

- Surface is wet, frozen, or contains standing water
- Rain is falling or forecast within 2 hours
- Fog or mist reduces visibility below 500 feet
- Surface temperature is below 40°F

D. Material Temperature Requirements:

- Asphalt mix shall arrive at project site at minimum 275°F (or as specified in Job Mix Formula)

- Mix temperature at time of placement shall not be less than 250°F
- Compaction must be completed before mix temperature drops below 175°F

5. Abnormal Weather Conditions - Time Extension Allowed

"Abnormal Weather Conditions" exist when, in any calendar month during the Contract period, the number of Inclement Weather Days (as defined in subsection 2 above) exceeds the number of Foreseeable Weather Days shown in Table 3.4-1 for that month. Example: If June experiences 8 inclement weather days but Table 3.4-1 shows 5 foreseeable days for June, then 3 days ($8-5=3$) constitute Abnormal Weather Conditions for which time extension may be granted.

6. Requirements for Weather Delay Time Extension

If Abnormal Weather Conditions are the basis for a request for time extension, Contractor must document and demonstrate each of the following:

- (a) Abnormality: Weather conditions were abnormal for the period of time and location in which the delay occurred, exceeding the anticipated weather days in Table 3.4-1.
- (b) Unanticipated: Such weather conditions could not have been reasonably anticipated based on historical weather data for Fayetteville, NC.
- (c) Critical Path Impact: The weather conditions had an adverse effect on a scheduled activity on Contractor's then-current approved Progress Schedule's critical path for the Project.
- (d) Actual Delay: The weather conditions actually caused a delay to the completion of scheduled critical path activities, not merely an inconvenience or slowdown.
- (e) Beyond Control: The delay was beyond the control and without the fault or negligence of the Contractor.
- (f) Mitigation Efforts: Contractor took reasonable steps to mitigate the impact of weather delays, including:
 - Adjusting work schedules to work during favorable weather windows
 - Resequencing non-weather-dependent activities
 - Adding crews or equipment to recover schedule
 - Working extended hours when weather permits

(g) Temperature Compliance: For paving operations, Contractor shall demonstrate that paving was not possible due to temperature restrictions in subsection 4 above, and that Contractor could not perform other non-temperature-dependent work activities.

7. Seasonal Paving Considerations

(a) Planning Requirement: Contractor shall plan paving operations to avoid winter months (November 15 - March 15) to the maximum extent practicable.

(b) Winter Contingency: If paving must occur during winter months due to project phasing or Owner requirements, Contractor shall:

- Include additional weather contingency days in schedule
- Have cold-weather paving plan approved by Engineer
- Provide additional equipment and materials for cold weather operations
- Understand that standard weather allowances may be insufficient

(c) No Additional Compensation: Contractor shall not be entitled to additional compensation for costs associated with cold weather paving operations planned or scheduled by Contractor, including but not limited to:

- Higher material costs
- Additional equipment
- Extended mobilization
- Inefficiency costs

E. Tropical Storms and Hurricanes

1. Storm Event Recognition

When the National Oceanic and Atmospheric Administration (NOAA), National Hurricane Center, or National Weather Service issues any of the following for Cumberland County or the Fayetteville area:

- Tropical Storm Watch
- Tropical Storm Warning
- Hurricane Watch
- Hurricane Warning

Then the following provisions shall apply:

2. Time Periods

(a) Preparation Period: Up to two (2) calendar days immediately preceding the anticipated storm arrival may be considered for time extension for:

- Securing the project site
- Protecting materials and equipment
- Installing erosion control measures
- Preparing for storm impacts
- Demobilizing non-essential equipment and personnel

(b) Storm Event Period: The actual period during which Tropical Storm or Hurricane conditions exist at the project site, as determined by NOAA weather station data, during which work cannot safely proceed.

(c) Recovery Period: Reasonable time after storm passage required for:

- Site assessment and damage evaluation
- Debris removal from work areas
- Restoration of site access
- Repair of storm damage to work in place
- Repair or replacement of damaged materials and equipment
- Restoration of utilities required for construction
- Restoration of erosion control measures

3. Time Extension Eligibility

(a) Contractor may be entitled to time extension for Preparation Period (up to 2 days), Storm Event Period (actual duration), and reasonable Recovery Period.

(b) Recovery Period time extension is subject to Contractor demonstrating:

- Specific work activities on critical path that were delayed
- Actual time required for recovery activities
- That recovery was pursued diligently and expeditiously
- That debris removal or repairs were necessary before resuming critical path work

(c) Contractor shall make all reasonable efforts to minimize recovery time, including:

- Deploying adequate crews and equipment
- Working extended hours if safe to do so
- Obtaining assistance from subcontractors or rental equipment

4. Documentation Requirements

Within sixty (60) calendar days after the conclusion of the storm event and recovery period, Contractor shall submit a comprehensive request for Contract Time adjustment that includes:

(a) Preparation Activities:

- Description of storm preparation activities performed
- Dates and hours of preparation work
- Photographs or other documentation of preparation measures
- Critical path activities that could not proceed during preparation

(b) Storm Event Impact:

- weather data for project location during storm
- Documentation of conditions preventing work
- Critical path activities affected

(c) Storm Damage:

- Detailed assessment of damage to Work in place
- Damage to Contractor's materials, equipment, or facilities
- Photographs documenting damage
- Estimates of time required for repairs

(d) Recovery Activities:

- Description of recovery work performed
- Daily logs of recovery activities, crews, and equipment
- Photographs showing debris removal and repairs
- Timeline showing when critical path activities could resume

(e) Schedule Impact:

- Updated Progress Schedule showing storm impact on critical path
- Time impact analysis demonstrating days of delay
- Efforts taken to mitigate or recover schedule

(f) Cost Documentation (if applicable):

- If Contractor seeks compensation for storm damage (not just time extension), detailed cost documentation is required and must be approved in writing by the City.

5. Owner's Response

Engineer will review the storm delay request within thirty (30) calendar days of receipt and either:

- Grant time extension as justified by documentation
- Request additional information or clarification
- Deny time extension with written explanation
- Schedule meeting to discuss and resolve

6. Storm Damage Responsibility

(a) Contractor Responsibility: Contractor is responsible for protecting the Work and bears risk of loss for Work in place and Contractor's materials and equipment until Final Acceptance, except as provided below.

(b) Owner Responsibility: Owner may be responsible for storm damage if:

- Named storm (Tropical Storm or Hurricane) causes damage to Work
- Work was performed in accordance with Contract Documents
- Contractor took reasonable precautions to protect Work
- Damage was not due to Contractor's fault or negligence

(c) Insurance: Contractor shall maintain Builder's Risk or installation floater insurance as required by Contract to cover storm damage to Work in place.

F. Notice and Documentation Requirements for All Delay Claims

1. Preliminary Notice - Required Within 10 Days

If Contractor believes it is entitled to a time extension under this Article 3.4, Contractor shall provide preliminary written notice to the Engineer within ten (10) calendar days of the event causing the delay, or within ten (10) calendar days of when Contractor knew or should have known of the delay.

Preliminary notice shall include:

- (a) Description of the delay event
- (b) Date delay commenced
- (c) Estimated duration of delay

(d) Affected work activities

(e) Preliminary assessment of critical path impact

Failure to provide timely preliminary notice may result in waiver of time extension claim pursuant to N.C. Gen. Stat. § 143-134.3 and general contract principles.

2. Detailed Time Extension Request - Required Within 30 Days

Within thirty (30) calendar days after the delay event concludes (or monthly for ongoing delays), Contractor shall submit a detailed Time Extension Request that includes:

(a) Detailed Description:

- Complete description of delay cause and circumstances
- Specific dates and duration of delay
- How delay differed from Contract requirements or anticipated conditions

(b) Contract Document References:

- Specific Contract provisions supporting the time extension claim
- Any Contract provisions regarding allocation of risk for the delay type

(c) Critical Path Analysis:

- Updated Progress Schedule showing delay impact
- Time Impact Analysis or fragnet showing how delay affected critical path
- Explanation of why affected activities were on critical path
- Demonstration that delay caused actual postponement of Substantial Completion

(d) Supporting Documentation:

- Weather data from NOAA station (for weather delays)
- Photographs or videos documenting conditions
- Daily reports or logs covering delay period
- Correspondence with Owner, Engineer, or third parties
- Invoices, delivery tickets, or other relevant records
- Expert reports if applicable

(e) Mitigation Efforts:

- Steps taken to minimize or avoid delay

- Attempts to re-sequence work or adjust schedule
- Additional resources deployed to mitigate impact

(f) Requested Time Extension:

- Number of days of time extension requested
- Proposed revised Substantial Completion Date
- Proposed revised Final Completion Date

3. Monthly Updates for Ongoing Delays

For delays extending beyond one month, Contractor shall provide monthly updates to its time extension request, including:

- Current status of delay
- Additional days of delay since last update
- Revised estimate of total delay impact
- Updated schedule analysis

4. Engineer or Construction Management Project Manager Review and Response

(a) Engineer will review the Time Extension Request and respond within twenty-one (21) calendar days of receiving a complete submission.

(b) Engineer may:

- Grant time extension as requested
- Grant partial time extension with explanation
- Request additional information or documentation
- Deny time extension with written explanation of reasons
- Schedule meeting to discuss and attempt to resolve

(c) If Engineer requests additional information, Contractor shall provide within fourteen (14) calendar days. Review period extends by the time taken to provide additional information.

5. Dispute Resolution

If Contractor disagrees with Engineer's determination, Contractor may:

- (a) Request a meeting with Owner's representative to discuss
- (b) Submit additional documentation supporting the claim

- (c) Proceed with dispute resolution procedures
- (d) Pursue remedies available under North Carolina law, including N.C. Gen. Stat. § 143-134.3

6. Concurrent Delays

(a) If delays are caused by multiple parties (Owner, Contractor, and/or third parties) occurring concurrently:

- Time extensions will be apportioned based on each party's responsibility
- Contractor bears burden of proving Owner's proportionate responsibility
- Contractor remains responsible for delays attributable to Contractor

(b) Weather delays concurrent with Contractor-caused delays do not entitle Contractor to time extension for the Contractor-caused portion.

7. Continuing Work During Disputes

Contractor shall continue to diligently prosecute the Work during any dispute over time extensions. Failure to continue work may result in:

- Denial of time extension claim
- Termination for cause under Article [X]
- Liability for liquidated damages

G. No Waiver / Reservation of Rights

1. Owner's Rights Reserved

(a) Owner's grant of time extension does not:

- Waive Owner's right to assess liquidated damages for other delays
- Waive Owner's right to terminate for cause
- Constitute acceptance of defective Work
- Waive any other Owner rights under Contract or law

(b) Owner's failure to assess liquidated damages during ongoing delays does not waive Owner's right to assess liquidated damages upon final determination of delay responsibility.

2. Contractor's Rights Reserved

(a) Nothing in this Article 3.4 waives Contractor's rights under N.C. Gen. Stat. § 143-134.3 to recover reasonable delay damages for delays caused solely by Owner or its agents.

(b) Contractor's acceptance of time extension without compensation does not waive Contractor's right to later pursue compensation if Contractor can demonstrate Owner-caused compensable delay.

(c) Time extension for weather delays is Contractor's sole remedy for weather delays; no compensation shall be paid.

H. Standard of Proof

For all time extension requests, Contractor must demonstrate by preponderance of the evidence:

1. A delay occurred beyond Contractor's control
2. The delay affected critical path activities
3. The delay actually postponed Substantial Completion
4. Contractor took reasonable steps to mitigate delay
5. Contractor complied with all notice requirements
6. The requested time extension is reasonable and supported by schedule analysis

I. Effect of Time Extensions on Liquidated Damages

(a) If a time extension is granted, the Substantial Completion Date shall be adjusted accordingly.

(b) Liquidated damages shall not accrue during periods for which time extensions are granted.

(c) If final determination shows Contractor entitled to more days than initially granted, liquidated damages paid or withheld shall be adjusted accordingly with interest at the rate of eight percent (8%) per annum as provided by North Carolina law.

(d) If final determination shows Contractor entitled to fewer days than granted, Owner may recover excess days through liquidated damages or set-off against final payment.

3.5 Compliance with North Carolina Law

This Article 3 is subject to and shall be interpreted in accordance with North Carolina law, including:

- (a) N.C. Gen. Stat. § 143-134.3 - Prohibiting no-damage-for-delay clauses for Owner-caused delays on public construction projects
 - (b) N.C. Gen. Stat. § 143-128 - Public construction bidding and contracting requirements
 - (c) NCDOT Standard Specifications for Roads and Structures (2024 Edition) - Temperature and weather requirements for asphalt paving operations (incorporated by reference)
 - (d) Applicable provisions of the North Carolina General Statutes and common law governing construction contracts
-

ARTICLE 4 - FEDERAL REQUIREMENTS

4.1 HUD CDBG Compliance

This Contract is subject to the requirements of:

- 24 CFR Part 570 (Community Development Block Grants)
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements)
- All applicable HUD regulations and guidance

2 CFR Part 200 Compliance: This contract is subject to the audit and administrative requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

4.2 Davis-Bacon Prevailing Wage Requirements

A. DAVIS-BACON ACT COMPLIANCE

The Contractor shall comply with Davis-Bacon prevailing wage requirements under 40 U.S.C. 3141-3148 and implementing regulations at 29 CFR Parts 1, 3, and 5. The following provisions apply to this contract:

Current Wage Determination: [WD NUMBER] dated [DATE]

B. MINIMUM WAGES

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
2. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

C. PAYROLL REQUIREMENTS

1. The contractor and each subcontractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Owner if the agency is a party to the prime contract, but if the agency is not a party to the prime contract, the contractor and each subcontractor shall submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulation, 29 CFR 5.5.
2. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - a. That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulation, 29 CFR 5.5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulation, 29 CFR 5.5, and that such information is correct and complete;
 - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulation 29 CFR Part 3;

c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

D. RECORDS MAINTENANCE

The contractor and each subcontractor shall maintain records that fully disclose the amount and hour basis upon which wages were paid to each worker, whether the worker is on the contractor's or subcontractor's payroll or not, including apprentices, helpers, and trainees described in the contract clauses to follow, and also the records pertaining to the payment of fringe benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

E. APPRENTICES AND TRAINEES

Apprentices and trainees working in accordance with and under the supervision of a bona fide apprenticeship or training program which has been registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment described in an apprenticeship program registered with the Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency (where the probationary employment is not described in an apprenticeship program, the person must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed). Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyperson rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

F. COMPLIANCE WITH COPELAND ACT REQUIREMENTS

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

G. SUBCONTRACTS - FEDERAL CLAUSE FLOW-DOWN REQUIREMENTS

1. Mandatory Flow-Down of Federal Clauses

The Contractor shall insert in all subcontracts the clauses required by 2 CFR Part 200, Appendix II - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, including but not limited to:

a. Equal Employment Opportunity (Executive Order 11246) - in all subcontracts b. Davis-Bacon Act prevailing wages - in all subcontracts involving construction work c. Copeland "Anti-Kickback" Act - in all subcontracts involving construction work d. Contract Work Hours and Safety Standards Act - in all subcontracts e. Clean Air Act and Federal Water Pollution Control Act - in all subcontracts exceeding \$150,000 f. Debarment and Suspension - in all subcontracts g. Byrd Anti-Lobbying Amendment - in all subcontracts exceeding \$100,000 h. Procurement of Recovered Materials - in all subcontracts exceeding \$10,000 i. Rights to Inventions Made Under a Contract or Agreement (if applicable) j. Energy Efficiency (if applicable)

2. BABA Requirements for Subcontractors

The Contractor shall ensure that all subcontracts include Build America, Buy America Act (BABA) domestic preference requirements, and that all iron, steel, manufactured products, and construction materials provided by subcontractors comply with BABA requirements.

3. Section 3 Requirements for Subcontractors

All subcontracts shall include Section 3 requirements, and the Contractor shall ensure that subcontractors provide training and employment opportunities to Section 3 workers and contracting opportunities to Section 3 business concerns.

4. Subcontractor Approval

a. The Contractor shall not enter into any subcontract for work under this Contract without prior written approval from the City.

b. Requests for subcontractor approval shall include:

- Name and address of proposed subcontractor
- Description of work to be subcontracted
- Subcontract amount
- Subcontractor's qualifications and experience
- Evidence that subcontractor is not debarred or suspended (SAM.gov verification)
- Subcontractor's licenses and insurance certificates
- Signed conflict of interest certification
- Copy of proposed subcontract including all required federal clauses

c. The City's approval of a subcontractor does not relieve the Contractor of any responsibility under this Contract.

5. Prohibition on Subcontracting to Debarred Entities

The Contractor shall not subcontract with any person or entity that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs. Prior to executing any subcontract, the Contractor shall verify the subcontractor's status through the System for Award Management (SAM.gov) and maintain documentation of such verification.

6. Subcontractor Compliance Monitoring

The Contractor shall monitor all subcontractor compliance with federal requirements, including:

- Davis-Bacon certified payroll submissions
- BABA domestic preference compliance
- Section 3 compliance
- Equal Employment Opportunity compliance
- Environmental compliance
- Quality of work and adherence to specifications

7. Subcontractor Non-Compliance

The Contractor shall immediately notify the City of any subcontractor non-compliance with federal requirements. The City may require the Contractor to terminate any subcontractor who fails to comply with federal requirements.

8. No Privity with Subcontractors

Nothing contained in this Contract shall create any contractual relationship between the City and any subcontractor, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as for the acts and omissions of persons directly employed by the Contractor.

9. Subcontractor Payments

The Contractor shall pay each subcontractor within seven (7) days of receipt of payment from the City for work performed by the subcontractor, in accordance with N.C.G.S. § 143-134.1. The Contractor shall provide evidence of subcontractor payments with each payment application.

10. Subcontractor Dispute Resolution

The Contractor shall be responsible for resolving all disputes with subcontractors. The City shall not be involved in such disputes, except as the City deems necessary to protect the City's interests.

H. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

As used in this paragraph, the terms laborers and mechanics include watchmen and guards, regardless of any contractual relationship which may be alleged to exist between the contractor and such persons.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

I. VIOLATIONS; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES

In the event of any violation of the clause set forth in paragraph (h) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (h) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (h) of this section.

J. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES

The agency or the applicant shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (i) of this section.

4.3 Build America, Buy America Act (BABA)

All iron, steel, manufactured products, and construction materials must comply with BABA domestic content requirements:

- Iron and Steel Products: 100% domestic content
- Manufactured Products: Manufactured in the United States

- Construction Materials: 55% domestic content (increases to 60% after May 14, 2025)

4.4 Section 3 Requirements

The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) regarding training and employment opportunities for low-income residents and contracting opportunities for Section 3 business concerns.

4.5 Equal Employment Opportunity

The Contractor shall comply with:

- Title VII of the Civil Rights Act of 1964
- Americans with Disabilities Act (ADA)
- Fair Housing Act
- Equal Pay Act of 1963
- Age Discrimination in Employment Act

4.6 Environmental Requirements

The Contractor shall comply with:

- National Environmental Policy Act (NEPA)
- Section 106 of the National Historic Preservation Act
- Executive Order 11988 (Floodplain Management)
- Executive Order 11990 (Protection of Wetlands)

ARTICLE 4.7 - ADDITIONAL MANDATORY FEDERAL CONTRACT PROVISIONS

The following provisions are required by 2 CFR Part 200, Appendix II - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

4.7.1 REMEDIES (2 CFR 200, Appendix II(A))

A. Contractual Remedies

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

In the event of breach or violation of contract terms by the Contractor, the City shall have all administrative, contractual, and legal remedies available under federal and state law, including but not limited to:

1. **Withholding of Payments:** The City may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
2. **Termination for Cause:** The City may terminate this Contract in whole or in part as provided in Article 12.1.
3. **Recovery of Excess Costs:** If this Contract is terminated for cause, the City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated. The Contractor shall be liable to the City for any excess costs incurred by the City in procuring similar services from another contractor.
4. **Specific Performance:** The City may seek specific performance of this Contract through appropriate legal proceedings.
5. **Damages:** The City may pursue all available legal and equitable remedies, including recovery of direct, consequential, and incidental damages.
6. **Set-off:** The City may set-off any amounts owed to the Contractor under this or any other contract against any amounts owed by the Contractor to the City.
7. **Suspension of Performance:** The City may suspend the Contractor's performance during investigation of alleged breach or while pursuing remedies.
8. **Debarment:** The City may initiate debarment or suspension proceedings in accordance with 2 CFR Part 180 and may report contractor violations to federal authorities.

B. Remedies Cumulative

All remedies available to the City under this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

C. Notification of Breach

The Contractor shall notify the City in writing within five (5) calendar days of any event or circumstance that may constitute a breach of this Contract.

4.7.2 TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR 200, Appendix II(B))

A. Termination for Cause by the City

In addition to the grounds specified in Article 12.1, the City may terminate this Contract for cause upon written notice to the Contractor if the Contractor:

1. Fails to comply with federal statutes, regulations, or the terms and conditions of the Federal award;
2. Fails to comply with 2 CFR Part 200 requirements;
3. Fails to comply with Davis-Bacon prevailing wage requirements;
4. Fails to comply with BABA domestic preference requirements;
5. Fails to comply with Section 3 requirements;
6. Is debarred or suspended from federal contracting during contract performance;
7. Fails to maintain required insurance or bonding;
8. Fails to submit required reports or documentation;
9. Violates any material provision of this Contract; or
10. Becomes subject to federal audit findings requiring termination.

Upon Termination for Cause:

1. **Immediate Stop Work:** The Contractor shall immediately stop all work and shall not incur any additional obligations after receiving notice of termination.
2. **Preservation of Work:** The Contractor shall take all reasonable steps to preserve and protect work in progress, materials, equipment, and facilities.
3. **Transfer of Title:** Title to all completed or partially completed work, materials, equipment, and other property paid for by the City shall immediately vest in the City.
4. **Settlement:** The Contractor shall, within fifteen (15) days of termination:
 - Submit a comprehensive termination claim itemizing all costs incurred through the effective date of termination
 - Provide complete documentation supporting all claimed costs
 - Submit all records required by this Contract
 - Return all City property, documents, and materials
5. **Payment Upon Termination:** The City shall pay the Contractor for:
 - Work satisfactorily completed and accepted by the City prior to termination
 - Reasonable costs of settling and terminating the work
 - Less: Any amounts previously paid, liquidated damages, and amounts owed by Contractor to City

6. **Excess Costs:** The Contractor shall be liable to the City for any excess costs incurred by the City in completing the work through re-procurement or other means.
7. **No Further Liability:** Except as provided above, the City shall have no further obligation to the Contractor, and the Contractor shall have no claim for anticipated profits or any other damages.

B. Termination for Convenience by the City

1. **Right to Terminate:** The City may terminate this Contract, in whole or in part, for convenience upon thirty (30) calendar days' written notice to the Contractor stating the effective date of termination.
2. **Contractor Obligations Upon Notice:**
 - Immediately cease work as directed in the notice
 - Place no further orders or subcontracts except as necessary to complete the continued portion
 - Terminate all subcontracts to the extent they relate to the work terminated
 - Assign to the City all right, title, and interest in subcontracts terminated
 - Settle all outstanding claims with subcontractors and suppliers
 - Transfer title and deliver to the City all completed or partially completed work, materials, and equipment
 - Complete performance of work not terminated
 - Take actions reasonably necessary to protect and preserve property in which the City has an interest
 - Submit a final termination claim within sixty (60) days
3. **Compensation Upon Convenience Termination:** The City shall pay the Contractor:
 - Contract price for work completed and accepted
 - Reasonable costs incurred in performance of work terminated (verified by audit)
 - Reasonable costs of settlement, including accounting, legal, and administrative expenses
 - Reasonable profit on work performed (not to exceed [X]% of costs)
 - Less: Previous payments and amounts owed to City
4. **Costs Not Allowed:**

- Anticipated profit on unperformed work
 - Costs of work not performed
 - Costs determined to be unallowable under 2 CFR Part 200, Subpart E
 - Overhead costs not properly allocable to this Contract
5. **Audit of Termination Claim:** The City reserves the right to audit all costs claimed in the termination settlement. The Contractor shall provide access to all records necessary to verify costs claimed.
6. **Final Settlement:** No final payment shall be made until the Contractor has submitted a complete termination claim and all required documentation, and the City has completed its review and audit.

C. Termination Due to Federal Funding Issues

This Contract may be terminated immediately without penalty to the City if:

1. CDBG funding is withdrawn, reduced, or terminated by HUD
2. The federal award is suspended or terminated
3. Federal appropriations are not available
4. The project is determined to be ineligible for CDBG funding
5. Environmental clearance is withdrawn or modified to prohibit the project

In such event, the City shall provide written notice to the Contractor, and the Contractor's sole remedy shall be payment for work satisfactorily completed prior to termination, subject to availability of funds.

D. Continuation of Obligations

Notwithstanding any termination, the Contractor's obligations under this Contract that by their nature should survive termination shall continue in effect, including but not limited to:

- Warranty obligations
- Indemnification obligations
- Record retention requirements
- Audit and access requirements
- Davis-Bacon payroll submission for work performed
- Federal reporting requirements

4.7.3 EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200, Appendix II(C))

A. Executive Order 11246 Compliance

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Additional EEO Requirements

1. The Contractor shall comply with 41 CFR Part 60 et seq., which implements Executive Order 11246.
2. If this Contract exceeds \$10,000, the Contractor shall abide by the requirements of 41 CFR 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
3. If this Contract exceeds \$10,000, the Contractor shall abide by the requirements of 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

4. The Contractor shall post the required EEO posters in conspicuous places available to employees and applicants for employment, including:
 - "Equal Employment Opportunity is the Law" poster
 - "Employee Rights Under the Fair Labor Standards Act" poster
 - State-specific employment law posters
5. The Contractor shall submit EEO compliance reports as required by 41 CFR 60-1.7 and 41 CFR 60-2.1, including Standard Form 100 (EEO-1 Report) if applicable.

C. Sanctions for Noncompliance

Failure to comply with EEO requirements may result in:

- Contract termination
- Debarment from federal contracting
- Withholding of progress payments
- Other sanctions authorized by Executive Order 11246

4.7.4 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR 200, Appendix II(G))

Applicable to contracts exceeding \$150,000:

A. Clean Air Act Compliance

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to the U.S. Department of Housing and Urban Development and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

B. Federal Water Pollution Control Act Compliance

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to the U.S. Department of Housing and Urban Development and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

C. Reporting Violations

The Contractor shall report any violations of the Clean Air Act or Federal Water Pollution Control Act to the City within five (5) calendar days of the Contractor becoming aware of such violation. The report shall include:

- Description of the violation
- Location and date of violation
- Corrective action taken or proposed
- Steps to prevent recurrence

D. Facility Compliance

The Contractor shall use facilities that are in compliance with Clean Air Act and Federal Water Pollution Control Act requirements, and shall not use any facility listed on the EPA List of Violating Facilities.

4.7.5 BYRD ANTI-LOBBYING AMENDMENT (2 CFR 200, Appendix II(I))

Applicable to contracts exceeding \$100,000:

A. Certification

The Contractor certifies, by signing this Contract, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

B. Disclosure Requirements

If the Contractor has made or has agreed to make any payment using non-appropriated funds for lobbying activities related to this Contract, the Contractor shall complete and submit to the City within ten (10) days:

- Standard Form-LLL (Disclosure of Lobbying Activities)
- A detailed description of lobbying activities
- Amount and source of funds used for lobbying

C. Flow-Down Requirement

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. The Contractor shall include this certification in all subcontracts exceeding \$100,000.

D. Penalties

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.7.6 PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200, Appendix II(J))

Applicable to contracts exceeding \$10,000:

A. EPA Designated Items

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall comply with EPA guidelines for procurement of recovered materials.

The Contractor shall procure items designated in 40 CFR Part 247 that are composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or where the quantity of such items or functionally equivalent items purchased in the course of the preceding fiscal year was \$10,000 or more.

B. EPA Designated Items Include (but are not limited to):

1. **Construction Products:**

- Cement and concrete containing coal fly ash, ground granulated blast furnace slag
- Consolidated and reprocessed latex paint
- Floor tiles containing recovered materials
- Patio blocks containing recovered materials
- Railroad grade crossing surfaces containing recovered materials
- Roofing materials containing recovered steel or aluminum

2. Landscaping Products:

- Compost made from yard trimmings and/or food waste
- Hydraulic mulch containing recovered materials
- Yard trimmings compost

3. Non-Paper Office Products:

- Office furniture containing recovered materials
- Office supplies containing recovered materials

4. Paper and Paper Products:

- Newsprint containing recovered materials
- Printing and writing papers containing recovered materials

5. Vehicular Products:

- Retread tires
- Engine coolant containing recovered materials

C. Contractor Certification

The Contractor certifies that:

1. It has reviewed the list of EPA-designated items in 40 CFR Part 247
2. It will use recovered materials to the maximum extent practicable
3. It will comply with the minimum content standards specified by EPA
4. It will maintain records documenting procurement of recovered materials

D. Documentation

The Contractor shall maintain records showing:

- Items purchased that are EPA-designated items
- Percentage of recovered material content
- Justification if EPA-designated items were not available or did not meet performance standards
- Price comparison between recovered and virgin materials

E. Flow-Down

The Contractor shall include this requirement in all subcontracts where EPA-designated items may be procured.

ARTICLE 4.8 - CONFLICT OF INTEREST AND ORGANIZATIONAL CONFLICTS

4.8.1 Contractor Certification

The Contractor certifies that no organizational conflict of interest exists as defined in 2 CFR 200.318(c)(1) or (c)(2).

Specifically, the Contractor certifies that:

1. **No Employee/Official Interest:** No employee, officer, or agent of the Contractor who is participating in the performance of this Contract has a financial or other personal interest, direct or indirect, in this Contract or the proceeds thereof.
2. **No Organization Conflict:** The Contractor's performance of this Contract will not create an organizational conflict of interest as defined by 2 CFR 200.318(c)(2), meaning the Contractor is not:
 - Unable or potentially unable to render impartial assistance or advice
 - Impaired in its objectivity in performing contract work
 - Given an unfair competitive advantage
3. **No Prior Involvement Creating Conflict:** The Contractor has not:
 - Developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals for this procurement
 - Evaluated bids or proposals for this procurement (unless as part of an advisory technical evaluation committee)
 - Otherwise been involved in this procurement in a manner that would create an appearance of impropriety

4. **No Related Party Transactions:** The Contractor has disclosed any relationships, if any exist, with the City's employees, officials, or their immediate family members that could create the appearance of a conflict of interest.
5. **No Gratuities:** Neither the Contractor nor any of its employees has offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any officer, official, or employee of the City or HUD with a view toward securing favorable treatment in the awarding, amendment, or evaluation of this Contract.

4.8.2 Ongoing Disclosure Obligation

The Contractor has an ongoing obligation to disclose, in writing, any potential conflict of interest that arises during the performance of this Contract. Such disclosure shall be made to the City within five (5) calendar days of the Contractor becoming aware of the potential conflict.

4.8.3 HUD Requirements

The Contractor acknowledges that 24 CFR 570.611 prohibits conflicts of interest in the selection, award, or administration of contracts supported by CDBG funds. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City who exercises or has exercised any functions or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

4.8.4 Subcontractor Conflicts

The Contractor shall ensure that all subcontractors execute similar conflict of interest certifications and shall provide such certifications to the City upon request.

4.8.5 Remedies for Violations

Violations of conflict of interest provisions may result in:

- Termination of this Contract for cause
- Debarment or suspension from federal contracting
- Disallowance of costs
- Repayment of funds to HUD
- Civil or criminal penalties
- Other remedies available at law or in equity

4.8.6 Compliance with 2 CFR 200.318(c)

The Contractor shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of the Contractor may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

ARTICLE 5 - NORTH CAROLINA REQUIREMENTS

5.1 Contractor Licensing

The Contractor warrants that it holds a valid North Carolina General Contractor License No. [LICENSE NUMBER] and shall maintain such license in good standing throughout the performance of this Contract.

5.2 North Carolina Building Code

All work shall comply with the current North Carolina State Building Code and all applicable local building codes and ordinances.

5.3 Workers' Compensation

The Contractor shall comply with North Carolina Workers' Compensation Act (N.C.G.S. Chapter 97) and maintain coverage as required by law.

5.4 Retainage Requirements

In accordance with N.C.G.S. § 143-134.1, retainage shall be held as follows:

- 5% of each progress payment until 50% completion
- No retainage after 50% completion if project is progressing satisfactorily
- Final retainage released upon final completion and acceptance

5.5 Prompt Payment Requirements

The Contractor shall comply with N.C.G.S. § 143-134.1 regarding prompt payment to subcontractors and suppliers.

ARTICLE 6 - PERFORMANCE AND PAYMENT BONDS

6.1 Performance Bond Requirement

The Contractor has furnished a Performance Bond in the amount of \$[CONTRACT AMOUNT] (100% of Contract Price) as required by N.C.G.S. § 143-129, guaranteeing the faithful performance of this Contract.

Performance Bond Details:

- Surety Company: [SURETY NAME]
- Bond Number: [BOND NUMBER]
- Bond Date: [DATE]
- Power of Attorney: [POA NUMBER]

6.2 Payment Bond Requirement

The Contractor has furnished a Payment Bond in the amount of \$[CONTRACT AMOUNT] (100% of Contract Price) as required by N.C.G.S. § 44A-26, protecting subcontractors, suppliers, and laborers.

Payment Bond Details:

- Surety Company: [SURETY NAME]
- Bond Number: [BOND NUMBER]
- Bond Date: [DATE]
- Power of Attorney: [POA NUMBER]

6.3 Surety Requirements

The surety company must:

- Be authorized to do business in North Carolina
- Be listed on U.S. Treasury Circular 570
- Maintain minimum A.M. Best rating of "A-" and Financial Size Category VII
- Have combined aggregate bonding capacity exceeding 10 times the contract amount

6.4 Bond Maintenance

Both bonds shall remain in full force and effect until:

- Performance Bond: Final completion and acceptance of all work

- Payment Bond: One year after final completion
-

ARTICLE 7 - INSURANCE REQUIREMENTS

7.1 General Requirements

The Contractor shall procure and maintain insurance coverage from insurance companies licensed to do business in North Carolina with A.M. Best ratings of A- or better.

7.2 Commercial General Liability Insurance

Minimum Coverage: \$1,000,000 per occurrence / \$2,000,000 aggregate

- Bodily injury and property damage
- Personal and advertising injury
- Products and completed operations
- Medical expenses
- Additional Insured: Owner and its officials, employees, and agents
- Primary and Non-Contributory to any insurance maintained by Owner

7.3 Commercial Automobile Liability Insurance

Minimum Coverage: \$1,000,000 combined single limit

- Owned, non-owned, and hired vehicles
- Bodily injury and property damage

7.4 Workers' Compensation Insurance

Coverage Required: As required by North Carolina law (N.C.G.S. Chapter 97)

- Minimum Limits: \$1,000,000 each accident / \$1,000,000 disease policy limit / \$1,000,000 disease each employee
- Employers' Liability: Included in Workers' Compensation policy

7.5 Professional Liability Insurance (If Applicable)

Minimum Coverage: \$1,000,000 per claim / \$2,000,000 aggregate

- Errors and omissions coverage
- Required if providing design services

7.6 Builder's Risk Insurance

Coverage: Full replacement cost of work in progress

- Named Insured: Owner and Contractor as their interests may appear
- Covered Perils: Fire, lightning, extended coverage, vandalism, malicious mischief
- Deductible: Maximum \$10,000

7.7 Umbrella/Excess Liability Insurance

Minimum Coverage: \$5,000,000 per occurrence / \$5,000,000 aggregate

- Excess over primary liability policies
- Same additional insured requirements as primary policies

7.8 Insurance Documentation

Prior to commencement of work, Contractor shall provide:

- Certificates of Insurance (ACORD 25 or equivalent)
- Additional Insured Endorsements
- Primary and Non-Contributory Endorsements
- Waiver of Subrogation Endorsements
- 30-day notice of cancellation provisions

7.9 Insurance Maintenance

All insurance policies shall:

- Remain in effect throughout the contract period
- Include 24-month completed operations coverage after final completion
- Contain waiver of subrogation in favor of Owner
- Be primary and non-contributory to Owner's insurance

ARTICLE 8 - PAYMENT TERMS

8.1 Progress Payments

The Owner shall make monthly progress payments based on the percentage of work completed, less:

- Retainage as specified in Article 5.4

- Previous payments
- Amounts for incomplete or defective work

8.2 Payment Application Process

1. Contractor submits Application for Payment by the [DAY] of each month
2. Owner reviews and approves within 10 days
3. Payment made within 30 days of approval
4. Applications must include:
 - AIA Form G702/G703 or equivalent
 - Lien waivers from subcontractors and suppliers
 - Davis-Bacon certified payrolls (WH-347 forms)
 - Statement of Compliance for each payroll period
 - BABA compliance documentation
 - Documentation of cost allowability under 2 CFR Part 200
 - Supporting documentation for all claimed costs

8.3 Final Payment

Final payment shall be made within 30 days after:

- Final completion of all work
- Final inspection and acceptance
- Receipt of final lien waivers
- Receipt of warranties and guarantees
- Compliance with all contract requirements

8.4 CDBG Fund Availability and Federal Audit Requirements

All payments are subject to:

- The availability of CDBG funds
- Compliance with 2 CFR Part 200 cost principles and audit requirements
- The Owner's obligation to make payments is contingent upon HUD fund availability
- All costs must be allowable, allocable, and reasonable under federal cost principles

ARTICLE 9 - WARRANTY

9.1 General Warranty Period

The Contractor warrants all work for a period of 24 months from the date of final completion against defects in materials and workmanship.

9.2 Specific Warranties

- Roofing Systems: 10 years
- HVAC Systems: 2 years parts and labor
- Electrical Systems: 2 years
- Plumbing Systems: 2 years

9.3 Warranty Obligations

During the warranty period, the Contractor shall, at no cost to the Owner:

- Remedy all defects in materials and workmanship
- Replace defective materials
- Re-perform defective work
- Respond to warranty calls within 48 hours

ARTICLE 10 - CHANGE ORDERS

10.1 Changes in the Work

The Owner may order changes in the work by written Change Order. No change in the work shall be made without a written Change Order signed by both parties.

10.2 Change Order Process

1. Written request for change submitted
2. Contractor provides cost proposal within 5 days
3. Owner reviews and negotiates
4. Formal Change Order executed by both parties

10.3 Federal Approval

Changes exceeding \$[AMOUNT] or 10% of original contract amount require HUD approval before execution.

ARTICLE 11 - DISPUTE RESOLUTION

11.1 Claims Procedure

All claims shall be submitted in writing within 30 days of the occurrence giving rise to the claim.

11.2 Mediation

Disputes shall first be submitted to non-binding mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association.

11.3 Governing Law

This Contract shall be governed by the laws of the State of North Carolina and applicable federal law.

ARTICLE 12 - TERMINATION

12.1 Termination for Cause

The Owner may terminate this Contract for cause upon written notice if the Contractor:

- Fails to perform the work according to the Contract Documents
- Fails to pay subcontractors or suppliers
- Becomes insolvent or makes an assignment for creditors
- Violates federal or state laws

12.2 Termination for Convenience

The Owner may terminate this Contract for convenience upon 30 days written notice.

12.3 Federal Funding Termination

This Contract may be terminated immediately if:

- CDBG funding is withdrawn or terminated by HUD
- The Contractor fails to comply with 2 CFR Part 200 requirements
- Federal audit findings require contract termination
- Single audit requirements are not met (if applicable)

ARTICLE 13 - SPECIAL CONDITIONS

13.1 Drug-Free Workplace

The Contractor shall maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

13.2 Debarment and Suspension

The Contractor certifies that it is not debarred, suspended, or otherwise excluded from federal programs.

13.3 Lobbying Restrictions

The Contractor certifies compliance with 31 U.S.C. 1352 regarding lobbying restrictions.

13.4 Davis-Bacon Record Keeping and Reporting

The Contractor shall:

- Submit weekly certified payrolls (Form WH-347) for all workers
- Maintain Davis-Bacon wage determination posting at job site
- Provide Statement of Compliance with each payroll submission
- Allow Department of Labor interviews with workers
- Maintain records for 3 years after final payment
- Submit final Davis-Bacon labor standards enforcement report

13.5 Federal Audit and Record-Keeping Requirements (2 CFR Part 200)

A. RECORD RETENTION AND ACCESS

The Contractor shall comply with the record retention and access requirements of 2 CFR 200.334-200.337:

1. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.
2. Records must be retained beyond the three-year period if any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all

litigation, claims, or audit findings involving the records have been resolved and final action taken.

3. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
4. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is met.

B. ACCESS TO RECORDS

The Contractor agrees that:

1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts.
2. The right of access in this paragraph is not limited to the required retention period but lasts as long as the records are retained.
3. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, must have unrestricted access to any books, documents, papers, or other records of the Contractor that are pertinent to the Federal award.

C. METHODS FOR COLLECTION, TRANSMISSION, AND STORAGE OF INFORMATION

The Contractor shall comply with 2 CFR 200.335 regarding methods for collection, transmission, and storage of information. Unless otherwise specified, the Contractor may use any method for collecting, transmitting, and storing information reasonably calculated to ensure completeness and accuracy and facilitate audit and performance monitoring.

D. REQUIREMENTS FOR PASS-THROUGH ENTITIES (If Applicable)

If the Contractor awards subawards, it must comply with 2 CFR 200.332 requirements for pass-through entities, including:

1. Subrecipient monitoring and management
2. Required subaward provisions
3. Evaluation of subrecipient risk
4. Monitoring of subrecipient performance

E. SINGLE AUDIT REQUIREMENTS

If the Contractor is a non-Federal entity that expends \$750,000 or more during the Contractor's fiscal year in Federal awards, the Contractor must:

1. Have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200, Subpart F
2. Submit the reporting package specified in 2 CFR 200.512 to the Federal Audit Clearinghouse
3. Submit a copy of the reporting package to the pass-through entity

F. SPECIFIC RECORDS TO BE MAINTAINED

The Contractor shall maintain the following records:

1. Financial Records:
 - General ledger and subsidiary ledgers used to account for Federal funds
 - Source documentation for all transactions
 - Payroll records and labor distribution records
 - Cash receipts and disbursement journals
 - Bank statements and reconciliations
2. Programmatic Records:
 - Grant agreements and modifications
 - Records demonstrating compliance with Federal statutes, regulations, and award terms
 - Performance reports and progress reports
 - Records of beneficiaries served
 - Environmental compliance documentation
3. Property Records (If Applicable):
 - Equipment inventories
 - Property management procedures
 - Records of equipment purchases, transfers, and dispositions
4. Procurement Records:
 - Records of procurement procedures

- Contract files
- Sole source justifications
- Cost and price analysis documentation

G. CLOSEOUT REQUIREMENTS

The Contractor shall comply with closeout requirements in 2 CFR 200.344, including submission of all required reports and return of any unused Federal funds.

H. COST PRINCIPLES

All costs charged to this contract must comply with the cost principles in 2 CFR Part 200, Subpart E. Costs must be:

- Necessary and reasonable for performance of the Federal award
- Allocable to the Federal award
- Conform to any limitations or exclusions set forth in the cost principles
- Consistent with policies and procedures that apply uniformly to both federally-financed and other activities
- Accorded consistent treatment
- Determined in accordance with generally accepted accounting principles (GAAP)
- Not included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program

13.6 Additional Record Keeping Requirements

The Contractor shall maintain all project records for a minimum of three (3) years after final payment and make them available for audit by HUD, the Owner, or their authorized representatives. This requirement is in addition to and may be extended by the 2 CFR Part 200 requirements specified in Section 13.5 above.

13.7 Public Access

This is a public work project, and records related to this Contract are subject to North Carolina Public Records Law.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives effective the day and year first above written.

<GC COMPANY Name>

By: _____
<Authorized Person to Sign Name>
<Title>

DATE: _____

THE CITY OF FAYETTEVILLE, NORTH CAROLINA

By: _____
DR. DOUGLAS J. HEWETT, ICMA-CM
City Manager

DATE: _____

ATTEST:

JENNIFER L. AYRE
City Clerk

DATE: _____

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

TIFFANY R. MURRAY
Chief Financial Officer

DATE: _____

PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name/Address of Principal: _____

Name/Address of Surety: _____

Name/Address of Contracting Body: _____

Amount of Bond (Printed): _____

Project: TOKAY PARK PICKLEBALL CONVERSION PROJECT

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached:

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

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

Executed in 2 counterparts.

Witness:

(Contractor: Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp. Pres.
or Vice Pres. Only)

By: _____

Title: _____
(Corp Sec or Ass't Sec Only)

(Corporate Seal)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Agent)

(Name and Address - Surety Agency)

(Surety Company Name and NC Regional
or Branch Office Address)

PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name/Address of Principal: _____

Name/Address of Surety: _____

Name/Address of Contracting Body: _____

Amount of Bond (Printed): _____

Project: TOKAY PICKLEBALL CONVERSION PROJECT

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

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

Executed in 2 counterparts.

Witness:

(Contractor: Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp. Pres.
or Vice Pres. Only)

By: _____

Title: _____
(Corp Sec or Ass't Sec Only)

(Corporate Seal)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Agent)

(Name and Address - Surety Agency)

(Surety Company Name and NC Regional
Or Branch Office Address)

POWER OF ATTORNEY

(ATTACH)

CERTIFICATE(S) OF INSURANCE

(ATTACH)

NOTICE TO PROCEED

TO: _____

DATE: _____

Project: Tokay Park Pickleball Conversion Project

You are hereby notified to commence work in accordance with the Contract dated _____, on _____, and you are to complete the WORK on _____.

CITY OF FAYETTEVILLE, NORTH CAROLINA

BY: _____

Kimberly Toon
Purchasing Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged this the _____ day
of _____, 2025.

(CONTRACTOR)

BY: _____

TITLE: _____

SECTION C – ADMINISTRATIVE PROVISIONS

DEFINITION OF TERMS
INSTRUCTIONS TO BIDDERS
CONTRACT REQUIREMENTS
REQUIRED FORMS (POST-AWARD)
GENERAL STATUTES GUIDELINES
REQUIREMENTS OF THE WORK
FEDERAL CONTRACT PROVISIONS

DEFINITION OF TERMS

The contract documents consist of the Notice to Bidders, Instructions to Bidders, Contract Requirements, Requirements of the Work, Special Conditions if applicable; the Drawings and Specifications, including all bulletins, addenda, or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the Proposal; the Contract; the Performance Bond; the Payment Bond; Insurance Certificates; and the approval of the City Attorney. All of these items together form the contract.

Whenever in these specifications and contract the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

1. City/Owner - The City of Fayetteville, North Carolina
2. City Council - The Mayor - City Council of the City of Fayetteville, NC
3. City Attorney - The legal counsel employed by the City.
4. Contracting Officer - The City representative; acting directly or through an assistant fully authorized to handle the administration of all City Contracts.
5. Engineer - The City Engineer acting directly or through an assistant or other representative fully authorized to handle all technical aspects of City Contracts.
6. Project Engineer - An authorized representative of the City Engineer assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.
7. Bidder - Any individual, firm, partnership, or corporation submitting a proposal of the work contemplated.
8. Contractor - The individual, firm, partnership, or corporation that is awarded the contract based on their bid.
9. Superintendent - The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the engineer or his designee, and who shall supervise and direct the construction.
10. Surety - The corporate body which is bound with and for Contractor, who is primarily liable and which engages to be responsible for the Contractor for his acceptable performance of the work for which he has contracted.
11. Proposal/Bid Guaranty - The security designated in the proposal of good faith to enter into a contract with the City of Fayetteville, North Carolina, if the work of constructing the project is awarded to a Bidder.
12. Plans - All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

13. Specifications - The description, provisions, and requirements contained herein, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.
14. Change Order - A written order to the Contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the Contractor, a City representative and Contracting Officer.
15. Surety Bond - The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.
16. Street - The whole right-of-way between building lines or property lines.
17. Roadway - That portion of the street included between curbs or the equivalent.
18. Sidewalk and Tree Space - That portion of the street between the curb and property line or right-of-way.
19. A.S.T.M. - American Society for Testing Materials.
20. Work - The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans and specifications.
21. Calendar Day - A calendar day shall be any day inclusive of a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work on the contract. Unless work is suspended for causes beyond the Contractor's control, regular work requiring the presence of the superintendent, will be considered as a calendar day.
22. Intention of Terms - Whenever in these specifications or on the plans, the words "directed," "required," or words of the like import are used, it shall be understood that the requirement of the engineer is intended; and similarly, the words "approved", "acceptable", or words of like import, shall mean approved by, or acceptable to the engineer, subject in each case to the final determination of the City.

INSTRUCTIONS TO BIDDERS

1. PROPOSAL

Proposals shall be made in strict accordance with the "Bid Proposal Package" provided herein, and all blank spaces for bids, alternates and unit prices shall be properly filled in. When requested alternates are not bid, the proposal may be considered incomplete. Any modifications to the "Bid Proposal Package" (including alternates and/or unit prices) will disqualify the bid and shall cause the bid to be rejected.

The Bidder agrees that the "Bid Proposal Package" detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates.

Unit prices quoted in the "Bid Proposal Package" shall include overhead, profit and taxes and shall be the full compensation for the Bidder's cost involved in the work.

Proposals may be rejected if they show omissions, alterations of form, additions not called for, conditional bids, or irregularities of any kind.

2. EXAMINATION OF CONDITIONS

By submitting a bid, the Bidder is affirming that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including but not limited to the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. The Bidder further affirms by submitting a proposal that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications, and other contract documents for the construction of work and that he accepts all the terms, conditions and stipulations contained therein, and that he is prepared to work in cooperation with other Contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigative reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the Designer in preparing the documents. The City will make copies of all such surveys and reports available to the Bidder upon request. Each Bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the City. Any reasonable request for access to the site will be honored by the City.

3. FAMILIARITY WITH LAWS

The bidder is assumed to have made himself familiar with all laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in or upon the work, or in any way affects the conduct of the work.

4. PREPARATION OF PROPOSAL

The bidder must submit his bid proposal on the blank forms herewith provided, and prices must be given both in writing and in figures (if requested). The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and address must be shown. If made by a corporation, the person signing

shall state under the laws of what state the corporation was chartered, the location of the home office, and the name and title of officers having authority under the bylaws to sign contracts.

5. LICENSING

The successful Contractor must be properly licensed to do the work in accordance with the North Carolina General Statutes (Chapter 87, Article 1). Upon request, bidders shall show evidence of proper license type and limitation.

6. BULLETINS AND ADDENDA

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the Bidder's responsibility to ascertain prior to bid time the addenda issued and to see that his bid includes any changes thereby required. Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the Contracting Office who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days from the date set for receipt of bids. Neither the City nor the Purchasing Office will be responsible for any oral instructions. All addenda shall be acknowledged by the Bidder(s) on the Proposal Form.

7. BID SECURITY

Each proposal shall be accompanied by a cash deposit, certified check or cashier's check drawn on a bank or trust insured by the Federal Deposit Insurance Corporation, payable to the City of Fayetteville in an amount equal to not less than 5 percent of the proposal, or in lieu thereof a bidder may offer a bid bond in the amount of 5 percent of the bid executed by a surety company licensed under the laws of the State of North Carolina to execute the contract in accordance with the bid bond and upon failure to make payment, the surety shall pay the obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or give satisfactory surety as required by law.

8. DELIVERY OF PROPOSAL

Each proposal must be submitted in a sealed opaque envelope so marked as to indicate its contents, project number, project title, bidder's name, address, contractor's license number and status. Bids may be mailed to the City of Fayetteville Purchasing Department, Attn: Kimberly Toon, Purchasing Manager, 433 Hay Street, Fayetteville, NC 28301, or may be delivered in person or by express mail to the City of Fayetteville Purchasing Department, Attn: Kimberly Toon, 433 Hay Street, Fayetteville, NC 28301.

The City of Fayetteville will not be responsible for picking up bids at the post office. Bids arriving after the hour designated for opening shall not be considered.

9. RECEIPT OF BIDS

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina.

10. WITHDRAWAL OF PROPOSAL

If the bidder desires to withdraw his proposal, he must do so before the time fixed for the receipt of bids, without prejudice to himself by communicating his purpose in writing to the City, and when received it shall be handed to him or to his authorized agent unread. Bids may not be withdrawn after the time for receipt for a period of forty-five (45) days.

11. BID OPENING

Bids will be publicly opened and read at **2:00 p.m., January 22, 2026**, in the City Hall Building, 433 Hay Street, EE Smith Conference Room, Fayetteville, North Carolina 28301. Bidders or their

authorized agents are invited to be present. Upon opening, all bids shall become the property of the City. Bids will not be returned to the Bidder.

12. BID EVALUATION

A. RESPONSIVENESS DETERMINATION

Before awarding a contract, the City will first determine whether each bid is "responsive." A responsive bid must:

- (1) Be submitted on the required Bid Proposal Package form provided in this ITB;
- (2) Include all required signatures, acknowledgments, and certifications;
- (3) Be received at the designated location by the time and date specified;
- (4) Include all required submittals listed in the Bid Form Submittal Checklist (page 7), including:
 - Signed Non-Collusion Affidavit
 - Certification regarding Debarment and Suspension
 - List of Subcontractors
 - Bid Bond (5% of bid amount) in separate sealed envelope
 - Signed City of Fayetteville General Contracting Terms
- (5) Acknowledge all addenda issued during the bidding period;
- (6) Provide total bid amount for all bid items with no blank spaces, alterations, or conditional pricing;
- (7) Be free from material mathematical errors that affect the bid ranking;
- (8) Demonstrate understanding of and commitment to comply with:
 - Davis-Bacon Act prevailing wage requirements
 - Section 3 economic opportunity requirements (24 CFR Part 75)
 - Federal contract provisions (Appendix A)
 - All other federal, state, and local requirements

Bids that fail to meet these responsiveness criteria may be rejected as non-responsive. The City may waive minor informalities or irregularities that do not affect the bid price or give a bidder a competitive advantage.

B. RESPONSIBILITY DETERMINATION

After determining responsiveness, the City will evaluate whether the apparent low bidder is "responsible" by requiring the bidder to qualify themselves by furnishing the documentary data listed below within five (5) business days of request:

- (1) An up-to-date financial statement or other documentation showing assets and liabilities of the Company (Appendix F - Certification of Financial Condition);
- (2) A listing of three (3) completed projects of similar scope and nature within the last five (5) years, including:
 - Project name, location, and description
 - Owner contact information
 - Contract value
 - Completion date
 - Bidder's role in the project(Use Appendix G - Qualifications of Bidders form)

- (3) Permanent name and address of place of business;
- (4) The number of employees of the organization and length of time the organization has been in business under the present name;
- (5) Appropriate North Carolina contractor's license:
- Unlimited license for contracts exceeding \$500,000, OR
 - Appropriate limited license for lesser amounts
 - License number and expiration date
 - Pursuant to North Carolina General Statute Chapter 87, Article 1
- (6) Ability to obtain required Performance and Payment Bonds:
- Each bond must equal 100% of contract amount
 - From a surety authorized to do business in North Carolina
 - Surety must be acceptable to the City Attorney
 - Pursuant to NC G.S. Chapter 44A, Article 3
- (7) Ability to obtain required insurance coverage as specified in Contract Requirements, Section 4;
- (8) The name and address of the surety proposed and the name and address of the responsible local adjuster for insurance claims;
- (9) The names of members of the firm who hold appropriate trade licenses, together with license numbers;
- (10) An affidavit stating whether or not any OSHA violations have occurred within the past three (3) years, including:
- Nature of violations
 - Corrective actions taken
 - Current status
- (11) Demonstrated ability to comply with Section 3 requirements, including:
- Understanding of Section 3 worker and Targeted Section 3 worker definitions
 - Good faith plan to achieve 25% Section 3 worker and 5% Targeted Section 3 worker benchmarks
 - Plan for outreach to Section 3 workers and Section 3 Business Concerns
 - Understanding of prioritization of effort requirements
- (12) Confirmation that the bidder is not debarred, suspended, or otherwise excluded from participation in federal assistance programs as listed in the System for Award Management (SAM) at www.SAM.gov
- (13) Satisfactory references from owners of similar projects demonstrating:
- Quality of workmanship
 - Adherence to schedule
 - Professional conduct
 - Safety record
 - Compliance with contract requirements

Failure or refusal to furnish any items of information requested by the City shall constitute a basis for disqualification of any bidder.

C. EVALUATION FACTORS

The City will evaluate bids based on the following factors:

(1) PRIMARY FACTOR: Total bid price (lowest responsive, responsible bidder)

(2) SECONDARY FACTORS (for responsibility determination):

- Financial capacity and stability
- Experience with similar projects (heavy construction, asphalt paving, sports facilities)
- Technical competence and qualifications
- Capacity to perform (equipment, personnel, availability)
- Past performance record
- Compliance history (safety, quality, schedule adherence)
- Understanding of federal requirements (Davis-Bacon, Section 3)

D. NON-RESPONSIBILITY DETERMINATION

Should the City determine that the apparent low bidder is not the lowest responsive bidder by virtue of the information requested above, said apparent low bidder will be notified in writing of the specific reasons for the non-responsibility determination. The bidder's bid security shall be returned.

The City may then evaluate the next lowest bidder for responsibility. Should the next lowest bidder also be determined non-responsible, the process continues until a responsive, responsible bidder is identified.

Should the successful bidder default and fail to execute a contract, the bid security shall be forfeited at the sole discretion of the City, and the contract may be awarded to the next lowest responsive and responsible bidder.

E. AWARD BASIS

Award will be made to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the City, price and other factors considered.

The City reserves the right to:

- Reject any or all bids
- Waive minor informalities or irregularities
- Request clarifications from bidders
- Verify bidder qualifications through independent sources
- Postpone or cancel the award
- Award to other than the apparent low bidder if that bidder is determined to be non-responsible

F. TIE BIDS

In the event of identical bid amounts from two or more responsive, responsible bidders, the contract will be awarded using the following methods in order:

(1) Section 3 Business Concern Preference: Award to the bidder that is a certified Section 3 Business Concern, consistent with 24 CFR Part 75 and HUD's Section 3 requirements for economic opportunities for low- and very low-income persons.

(2) Random Selection: If no Section 3 preference applies, or if multiple tied bidders are Section 3 Business Concerns, award will be determined by random selection (coin toss, drawing of lots, or other impartial method) conducted publicly at a time and place announced to all tied bidders.

Note: Geographic or local business preferences are prohibited under 2 CFR 200.319(b) for federally-funded

projects.

G. UNBALANCED BIDS

The City reserves the right to reject any bid determined to be unbalanced. A bid may be considered unbalanced if:

- (1) Unit prices for some items are significantly higher or lower than the City's estimate or industry standards;
- (2) The bidder appears to be "front-loading" early items or "back-loading" later items;
- (3) The pricing strategy appears designed to:
 - Generate excessive early payments
 - Take advantage of anticipated changes
 - Shift risk inappropriately to the City

In the event that an unbalanced bid is determined to be the lowest bid, the City reserves the right to:

- Request a detailed breakdown and justification of unit prices
- Negotiate adjustments to disputed line items
- Reject the bid as non-responsive
- Award to the next lowest responsive, responsible bidder

H. MATHEMATICAL ERRORS

- (1) If there is a discrepancy between unit prices and extended totals, the unit price shall govern.
- (2) If there is a discrepancy between written and numerical amounts, the written amount shall govern.
- (3) If an error in calculation is discovered that affects the bid ranking, the City may:
 - Allow the bidder to withdraw the bid without penalty, OR
 - Allow correction if the error is clearly evident from the face of the bid documents
- (4) Bidders may not withdraw or modify bids due to errors in judgment or estimate.

I. DISQUALIFICATION

In addition to the disqualification reasons stated in Section 14 (Disqualification of Bidders), bids may be rejected for:

- (1) Evidence of collusion among bidders
- (2) Conflict of interest
- (3) Failure to meet licensure requirements
- (4) Listing on federal or state debarment lists
- (5) Material misrepresentation in qualification documents
- (6) Failure to demonstrate financial capacity
- (7) Unsatisfactory past performance on similar projects
- (8) Inability to meet insurance or bonding requirements
- (9) Failure to acknowledge understanding of federal requirements

J. FEDERAL COMPLIANCE REQUIREMENTS

All bidders must demonstrate understanding and capability to comply with:

- (1) Davis-Bacon Act prevailing wage requirements (40 U.S.C. 3141 et seq.)
 - Weekly certified payroll submissions
 - Posting of wage determinations
 - Payment of prevailing wages to all workers
- (2) Section 3 of the HUD Act of 1968 (24 CFR Part 75)
 - 25% Section 3 worker benchmark (includes 5% Targeted Section 3 worker)
 - Prioritization of effort for employment and contracting
 - Good faith outreach to Section 3 workers and businesses
- (3) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)
 - Overtime compensation requirements
 - Safety standards compliance
- (4) Equal Employment Opportunity requirements
- (5) Copeland Anti-Kickback Act
- (6) Debarment and Suspension requirements
- (7) Other federal contract provisions (See Appendix A)

Failure to demonstrate understanding and capacity to comply with these requirements may result in a finding of non-responsibility.

K. RESERVATION OF RIGHTS

The City reserves the right to make awards in the best interest of the City. This includes the right to:

- (1) Accept or reject any or all bids;
- (2) Waive technicalities and minor irregularities;
- (3) Negotiate with any responsive, responsible bidder;
- (4) Award the contract to other than the low bidder;
- (5) Terminate the procurement process;
- (6) Request additional information or clarification;
- (7) Conduct investigations of bidders' qualifications;
- (8) Make awards by item, group of items, or total bid as deemed in the City's best interest.

The submission of a bid does not create any rights in the bidder. The City is not obligated to award a contract based on this solicitation.

L. PROTEST PROCEDURES

Any bidder who wishes to protest the City's decision must submit a written protest to the City Manager within five (5) business days of notification of award. The protest must:

- (1) Be in writing and signed by an authorized representative;
- (2) Identify the specific grounds for protest;
- (3) Include all supporting documentation;
- (4) Be delivered to:

City Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

- 13. The City Manager's decision on the protest shall be final.MATERIAL GUARANTEE**
Before the award of contract, the successful bidder, when requested, shall furnish a complete statement of the origin, composition, and manufacturer of any and all materials to be used in the construction of the project together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work. All materials furnished must meet or exceed quality required by the latest specifications of the North Carolina State Construction Office.
- 14. DISQUALIFICATION OF BIDDERS**
More than one proposal from an individual, a firm or partnership, a corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among the bidders, and all participants in such collusion will not be considered in future

proposals for the same work. No contract will be awarded except to competent bidders capable of performing the class of work contemplated.

15. UNBALANCED BIDS

The City reserves the right to reject any bid determined to be unbalanced. In the event that an unbalanced bid is determined to be the lowest responsible bid, the City reserves the right to request negotiation of the particular line item(s) disputed.

16. RIGHT TO REJECT PROPOSALS

The City reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

- a. If the "Bid Proposal Package" furnished to the bidder is not used or is altered.
- b. If the bidder fails to insert a price for all bid items, alternate and unit prices requested.
- c. If the bidder adds any provisions reserving the right to accept or reject any award.
- d. If there are unauthorized additions or conditions to the bid or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- e. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the City.
- f. If the unit prices contained in the bid are unacceptable to the City.
- g. If the bidder fails to comply with other instructions stated herein.

CONTRACT REQUIREMENTS

1. AWARD OF CONTRACT

All contracts shall be awarded by the City of Fayetteville within forty-five (45) calendar days from the date of the opening of the proposals. The said forty-five (45) calendar day period may be extended by written consent of the bidders whose proposal guarantees are held by the City.

2. TIME IN WHICH TO EXECUTE CONTRACT

Bidder to whom award shall have been made must execute the contract and return the same with the appropriate bonds and a certificate of insurance as required herein to the City Purchasing Department within ten (10) days after the said contract has been presented to the successful bidder for signature. If the bidder shall refuse or neglect to execute the contract, the amount of the proposal guaranty shall be forfeited to the use of the City, not as a penalty, but as liquidated damages. The City may, if deemed advisable in the interest of the City, extend this time.

3. CONTRACT BONDS REQUIRED

The successful bidder, at the time of the execution of the contract shall provide the City with a contract payment bond and a contract performance bond that shall be in compliance with N.C.G.S. Chapter 44A, Article 3, as follows:

- (a) A performance bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract shall be provided. Such bonds shall be solely for the protection of the City of Fayetteville.
- (b) A laborer and materials payment bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a Contractor or subcontractor is liable shall be provided. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which the Contractor or subcontractor is liable.

The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina, and shall be acceptable to the City Attorney. All contract payment bonds and contract performance bonds shall be executed on "Performance Bond" and "Payment Bond" forms provided in the "Contract Award Package" and be countersigned by a regularly authorized agent of the corporate surety who is licensed by the North Carolina Department of Insurance.

4. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. See Other Provisions Section (2) (c) below titled "Subcontractors."

The insurance required for this contract is as follows:

- (a) Commercial General Liability ISO #CG 00 01 10 93: The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.
- (b) Automobile Liability ISO #CA 00 01 12 93: The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$1,000,000 combined

single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.

- (c) **Workers' Compensation and Employers' Liability Insurance:** The Contractor shall take out and maintain during the life of this contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.

Regardless of the nature of the work to be performed, coverage must also be provided for the theft or damage of building materials and supplies, which are not permanently attached and stored on site for any period of time. This coverage shall be an "Installation Floater," and where no building construction is involved, the amount of the coverage shall equal the value of the materials stored on site.

It is the responsibility of the Contractor to inform the policy provider of any and all change orders which increase the building's value. Any penalties or losses incurred due to the Contractor's failure to adequately insure the building during construction will be the Contractor's responsibility.

- (d) **Owner's and Contractor's Protective Liability I.S.O. #CG 00 09 10 93:**
The Contractor shall secure and maintain during the life of the contract, an Owner's and Contractor's Protective Liability insurance policy for the City, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. The City reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A-VII.

Indemnity Provision

Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City of Fayetteville or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subcontractors, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the City of Fayetteville, and agrees to indemnify and hold harmless the City of Fayetteville, its officials, employees or volunteers from any and all such losses, expenses, damages,

demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement Contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Other Provisions:

- (1) Any deductible or self-insured retention must be declared to and approved by the City.
- (2) The policies are to contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability Coverage

- 1) The City of Fayetteville, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- 2) The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Fayetteville Procurement Office
433 Hay Street
Fayetteville, NC 28301

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.

(c) Subcontractors

Contractor shall include all subcontractors as insurers under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(d) No Waiver of Immunity

Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

5. SUBLETTING OR ASSIGNING CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or his right, title or interest therein to any person, firm, partnership, or corporation without the written consent of the City Council. Except as may be required under the terms of the Performance Bond or Payment Bond, no funds or sums of money due the Contractor under the contract may be assigned.

6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

As time is of the essence, the Contractor is required to commence work to be performed under this agreement within ten (10) calendar days after written notice (Notice to Proceed) from the Contracting Officer to proceed with construction. Failure by the Contractor to complete the work within the contract time will cause considerable damage to the City. Therefore, a liquidated damage charge will be assessed for each day of overrun as specified in the Special Provisions. The Contractor hereby agrees by executing the contract that such liquidated damages are considered a just and reasonable compensation to the City.

7. CONSTRUCTION SCHEDULE

Upon receipt of Notice to Proceed, and prior to beginning the work, the Contractor will submit a schedule to the Project Manager. Said schedule is to be updated and submitted monthly with the Contractor's application for payment. In the event the Contractor begins work prior to submitting a schedule, payments will be held until the Contractor is in compliance with this article.

8. INTENT OF PLANS AND SPECIFICATIONS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job.

The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.

9. CONSTRUCTION STAKING

The General Contractor is responsible for all construction staking.

10. ENGINEER STATUS

The Engineer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the City only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work. The Engineer shall make periodic inspections of the project at intervals appropriate to the stage of construction. He will inspect the progress, the quality and the quantity of the work.

11. PLANS AND WORKING DRAWINGS

The Engineer will furnish all drawings necessary to show the line, grade, and details of all construction work to be done under this contract. It will, however, be the responsibility of the Contractor to protect these lines against damages at all time. Any deviation from the plans, specifications., as may be required by the exigencies of the construction, in all cases will be determined by the Engineer. The Engineer reserves the right to make such alterations in the plans or in the character of the work, from time to time, as may be considered necessary or desirable to complete fully and perfectly the construction of the work, and if such alterations of the plans result in increased cost or result in decreased cost to the Contractor, an equitable adjustment therefore is to be agreed upon in writing by the Contractor and the Contracting Officer or his authorized representative.

12. CLARIFICATIONS AND DETAIL

In such cases where the nature of the work requires clarification by the Engineer, such clarification shall be furnished by the Engineer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents and shall become a part thereof. The Contractor shall not proceed with the work without such detail drawings and/or written clarifications.

13. MINOR CHANGES IN THE WORK

The Engineer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents.

14. TEMPORARY SUSPENSION OF THE WORK

The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract. Contractor shall not suspend the work without authority. Neither the failure of the Engineer to notify the Contractor to suspend work on account of bad weather nor permission by the Engineer to continue work during bad weather shall be a cause for the acceptance of any work which does not comply in every respect with the contract and specifications.

15. AUTHORITY AND DUTIES OF PROJECT ENGINEER

Project engineers employed by the City or City Engineer shall be authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any parts of the work, and to the preparation or manufacture of the materials to be used. A project engineer may be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed. Also, the project engineer is to report whenever it appears that the materials furnished and the work performed by the Contractor fail to fulfill the requirements of the specifications and contract, and to call to the attention of the Contractor such failure or other default; but such inspection, however, shall not relieve the Contractor of any obligation to perform all of the work strictly in accordance with the requirements of the specifications. In case of any dispute arising between the Contractor and the Project Engineer as to the materials furnished or of the manner of performing the work, the Project Engineer shall have the authority to reject materials or suspend work until the question at issue can be referred to the proper authority. Any suspension or work stoppage ordered by the Project Engineer or the Engineer for rejected materials or technique of performing work, shall not be the basis of a claim by the Contractor for additional contract time. Such rejection shall also not be the basis of a future claim by the Contractor for any adjustment in his contract unit price or lump sum price of any work item contained in the contract proposal.

The Project Engineer shall in no case act as foreman or perform duties for the Contractor, nor interfere with the management of the work by the latter.

16. SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

The Contractor shall submit to the Engineer all shop or setting drawings, descriptive data, samples, color charts, etc., required for the work. The Engineer shall review the shop drawings promptly, noting desired corrections, if any, and shall return copies to the Contractor within fourteen (14) calendar days after receipt from the Contractor. The Contractor shall furnish corrected drawings to the Engineer.

Approval of shop drawings by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility for errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Engineer by the Contractor, **and specifically accepted in writing by the Engineer.**

17. INSPECTION OF THE WORK

It is a condition of this contract that the work shall be subject to inspection during normal working hours by the Engineer, designated official representatives of the City, and those persons required by State law or local ordinance to test special work for official approval. The Contractor shall therefore provide safe access to the work at all times for such inspections.

Where special inspection or testing is required by State laws or local ordinances, instructions of the Engineer, specification or codes, the Contractor shall give adequate notice to the Engineer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Engineer. Such special tests or inspections will be made in the presence of the Engineer, or his authorized representative, and it shall be the Contractor's responsibility to serve ample notice of such tests.

Should any work be covered up or concealed prior to inspection and approval by the Engineer, such work shall be uncovered or exposed for inspection if so requested by the Engineer in writing. Inspection of the work will be made promptly upon notice from the Contractor. All cost involved in uncovering, repairing, replacing, recovering, and restoring to design condition, the work that has been covered or concealed will be paid by the Contractor involved.

If such work be found not in accordance with the contract documents, the Contractor shall pay such costs unless it be found that this condition was caused by the City or a separated Contractor, in which event the City or the separated Contractor shall be responsible for the payment of such costs.

18. TESTING

The City reserves the right to test any or all materials and workmanship by a certified independent testing laboratory at City expense. Testing shall be accomplished as deemed necessary by the Engineer. Any necessary re-testing due to failures of previous tests shall be at the Contractor's expense.

19. USE OF A SECTION OF THE WORK

Whenever in the opinion of the Engineer any portion of the work is completed or is in acceptable condition for use, it shall be used for the purpose it was intended as may be directed, and such use shall not be held to be in any way acceptance of that portion of the work used or as a waiver of any of these specifications and contract. Necessary repairs or renewals made in any section of the work, due to defective materials, or work, or natural causes, shall be performed at the expense of the Contractor.

20. EXECUTION OF WORK

The Contractor shall begin the work to be performed under the contract within ten (10) days after such date

as the Contracting Officer shall notify him to proceed. Commencement of work by the Contractor shall be deemed and taken as a waiver of this notice on his part. The Contractor will be required to execute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor is not permitted to suspend his operation except for reasons beyond his control and/or where the Engineer has authorized a suspension of the work in writing. The City will not be liable for delays of any nature providing the work is progressing satisfactorily to ensure its completion within the time set forth in the contract. Should prosecution of the work for either above reason be discontinued by the Contractor, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

If the Contractor's operations are suspended in violation of these provisions, liquidated damages will be charged to the Contractor for each and every calendar day that such suspension takes place. These damages will be additional to any damages that may become chargeable due to failure to complete the work on time. The Contractor hereby agrees by executing the contract that such liquidated damages are considered a just and reasonable compensation to the City.

21. CITY'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the Contractor fails to execute the work properly or to perform any provision of the contract, the City, after fifteen (15) days written notice sent by certified mail return receipt requested to the Contractor from the Engineer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the Contractor, such action and cost of same having been first approved by the Engineer. Should the cost of such action of the City exceed the amount due or to become due the Contractor, then the Contractor or his surety, or both, shall be liable for and shall pay to the City the amount of said excess.

22. CHANGE ORDERS

The City may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the Contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.

Except in an emergency endangering life or property, no changes shall be made by the Contractor except upon written order from the Contracting Officer, Countersigned by the Assistant City Manager authorizing such change, and no claim for adjustments of the contract price shall be valid unless this procedure is followed.

At the time of signing a change order, the Contractor shall be required to certify as follows:

"I certify that my Bonding Company will be notified forth-with that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

A change order, when issued, shall be full compensation, or credit, for the extra work included, omitted, or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

If, during the progress of the work, the City requests a change order and the Contractor's terms are unacceptable, the City without prejudice, with the approval of the City Procurement Division, may perform or have performed that portion of the work requested in the change order.

When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - A. For costs incurred under Paragraphs 22.2.A.1 and 22.2.A.2, the Contractor's fee will be 15 percent;
 - (1) Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 - (2) Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - B. For costs incurred under Paragraph 22.2.B.1, the Contractor's fee will be 5 percent;
 - (1) Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this paragraph.
 - C. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the Contractor's fee will be based on:
 - (1) a fee of 15 percent of the costs incurred under Paragraphs 22.2.A.1 and 22.2.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and
 - (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - D. No fee will be payable on the basis of costs itemized under Paragraphs 22.2.D.1, 22.2.D.2, and 22.2.D.3;
 - (1) Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

(2) Other costs consisting of the following:

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

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

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. Construction Equipment Rental

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in an agreed upon equipment rental rate book specific to local/regional costs. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

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

e. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

(3) Costs Excluded: The term Cost of the Work does not include any of the following items:

a. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents,

expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph

22.2.A.1 or specifically covered by Paragraph 22.2.D.1. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

b. The cost of purchasing, renting, or furnishing small tools and hand tools.

c. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

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

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

f. Expenses incurred in preparing and advancing Claims.

g. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 22.2.

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work.

23. FORCE ACCOUNT WORK

Should unforeseen circumstances arise which, in the opinion of the Engineer, require work to be done which no price can be agreed upon, the Contracting Officer may require that the work be accomplished under a negotiated contract with another Contractor or with City forces or on a force account basis as follows:

- a) Skilled and common labor at the regular rate of pay. Pay for the Foreman may be included, provided in the judgment of the Engineer a Foreman is required.
- b) To the foregoing shall be added such social security and old age benefits made by the Contractor.
- c) Materials used are to be listed on invoices. Copies of vendor invoices to the Contractor which show all materials, quantities, costs, etc., shall be forwarded to the City with the prime Contractor's pay estimate.
- d) Equipment used shall be paid for at an hourly rate schedule mutually agreed upon, but in no case shall it exceed the hourly rate schedule established for such units by Associated General Contractors or other published rental rate schedules which are acceptable to the City. To the sums of a), b), c), and d) the Contractor may add up to 7.5% for overhead and up to 7.5% for profit. When force account work has been authorized, such authority shall be in writing to the Contracting Officer.

24. DISCOVERY OF DEFECTS

The City reserves the right, should an error be discovered in the estimate or conclusive proof of defective work or materials used by or on the part of the Contractor be discovered either before or after the final payment has been made, to claim and remove by process of law such sum or sums as may be sufficient to

correct the error or make good the defects in the work and materials.

25. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be remedied, or if necessary removed and replaced in an acceptable manner by the Contractor at his own expense. Work accomplished without lines and grades being given, work performed beyond the lines and grades shown on the plan or as given, except as herein provided, or any extra work done without written authority will be considered as unauthorized and will not be measured or paid for by the City. If so ordered, such unauthorized work shall be removed by the Contractor at his own expense.

26. FAILURE TO REMOVE AND RENEW DEFECTIVE MATERIALS AND WORK

Should the Contractor fail or refuse to remove and renew any defective materials used or work performed previously or to make any necessary repairs in the acceptable manner and in accordance with the requirements of these specifications, within the time indicated in writing, the Engineer shall have authority to cause the unacceptable or defective materials or work to be removed and renewed or such repairs to be made at the Contractor's expense. All cost and expense incurred thereby shall be charged against the defaulting Contractor and the amount thereof from any monies due or which may become due him, or shall be charged against the appropriate contract bonds as required by paragraph 13 of the Standard Specifications. Any work performed as described in this paragraph shall not relieve the Contractor in any way from his responsibility for the work performed by him. The Contractor shall remove and renew any such defective materials and work within the amount of time specified by the Project Engineer or Engineer.

27. SCOPE OF PAYMENTS

The Contractor shall receive and accept the compensation as herein provided in full payment for:

- (1) Furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the contract.
- (2) All loss or damages arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties or obstruction which may arise or be encountered during the prosecution of the work, until its final acceptance.
- (3) All risks of every description connected with the prosecution of the work.
- (4) All expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the work herein specified.
- (5) Completing the project and the whole thereof in an acceptable manner according to the plans and specifications.

28. REQUEST AND CERTIFICATES FOR PAYMENT

Not later than the tenth day of the month, the Contractor shall submit to the Contracting Official a request for payment for work done during the previous month. The request shall be in the form agreed upon between the Contractor and the Contracting Official, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract.

The making and acceptance of payment by the City shall not constitute an acceptance of the work or any part thereof.

Applications for Payment shall be made using the AIA G702 Application and Certificate for Payment and G703 Continuation Sheet, or similar.

29. PAYMENTS

Payments will be made monthly on a Net 30 day basis as follows:

The City will retain 5% of the amount of each periodic payment throughout the completion of the contract.

30. ESTIMATED QUANTITIES

The estimated quantities contained herein in certain items in the proposal are for the purpose of comparing bids. They are not guaranteed, and settlement will be made on the basis of the work as actually executed at the unit price in the proposal as accepted. Any variation is understood to be in the total amount of the contract and each item need not necessarily be varied the same amount.

31. VARIATION IN ESTIMATED QUANTITY

In the event that an item's actual quantity deviation exceeds 1 percent of the total original contract value or 200 percent of the original quantity, an equitable adjustment may be requested (in writing) by either the Contractor or the City. Any adjustment shall be based upon the increase or decrease in costs and/or time due solely to the variation. Requests which cannot be reasonably justified will be denied. Mutually agreed adjustments will be handled as change orders (Contract Requirements, Item 22). If an agreement cannot be reached, force account work (Contract Requirements, Item 23) may be used.

32. SALES TAX CERTIFICATE- MODIFIED FOR TAX-EXEMPT PROJECT

A. APPLICABILITY OF EXEMPTION

This project is being constructed under contract with the City of Fayetteville, a governmental entity. Materials that become a permanent component part of real property are exempt from North Carolina sales and use tax pursuant to N.C. Gen. Stat. § 105-164.14(b).

B. EXEMPTION CERTIFICATION REQUIREMENTS

The Contractor shall complete the City's tax exemption certification form and furnish it with each payment request, certifying one of the following:

(1) "No sales tax was charged on materials incorporated into the permanent work during this payment period. All suppliers were provided with the City's Certificate of Exemption (Form E-595E)."

OR

(2) A detailed statement listing:

- Any taxable items purchased (equipment rental, fuel, consumables, etc.)
- Sales tax paid on such items
- Explanation of why tax was paid (taxable item vs. exempt material)

C. DOCUMENTATION REQUIREMENTS

With each payment request, the Contractor shall provide:

- (1) Copies of Form E-595E provided to each supplier during the payment period
- (2) Copies of supplier invoices showing:
 - No sales tax charged on exempt materials, OR
 - Sales tax charged only on taxable items (rental, consumables, etc.)
- (3) A summary statement of tax-exempt purchases vs. taxable purchases

D. FORMAT

The Contractor may use the City's certification form or their own computer-generated form, provided it includes all information required in subsections B and C above.

E. PAYMENT APPROVAL

Payment requests without the required tax exemption certification and documentation may be denied approval (and thus payment) until the certification is provided.

F. AUDIT REQUIREMENTS

The Contractor shall maintain all tax-related documentation (invoices, exemption certificates, tax payments) for inspection by:

- The City of Fayetteville
- NC Department of Revenue
- HUD or other federal auditors
- Independent auditors

Records shall be maintained for three (3) years after final payment, or longer if required by federal or state law.

G. MISUSE OF EXEMPTION

Misuse of the City's tax exemption certificate, including providing it for purchases not related to this project, may result in:

- Contract termination
- Liability for all taxes, penalties, and interest
- Debarment from future City contracts
- Criminal prosecution under N.C. Gen. Stat. § 105-236

33. CLAIMS FOR EXTRA COST

- a. Should the Contractor consider that as a result of any instructions given in any form by the Engineer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the Engineer within seven (7) days without delay, and shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property. No claims for extra compensation will be considered unless the claim is so made.
- b. The Contractor shall not act on instructions received by him from persons other than the Engineer, Contracting Officer or any designated representative, and any claims for extra compensation or extension of time on account of unauthorized instruction will not be honored. The City will not be responsible for misunderstandings claimed by the Contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.

34. DISPUTES

To prevent disputes and litigation or claims, the Contracting Officer shall in all cases be the point of contact and shall act as negotiator to resolve any questions concerning the performance of work or amounts to be paid under this contract. The Contracting Officer in conjunction with the Engineer will strive to resolve any questions or claims concerning the performance of the contract. All decisions shall be final and conclusive except as allowed as follows. All claims, disputes and other matters in question arising out of, or relating

to, this contract not resolved by the aforementioned negotiation shall be resolved by legal action instituted and tried in the General Courts of North Carolina under North Carolina law with venue for trial being Cumberland County.

35. PAYMENTS WITHHELD

- a. The Contracting Official with the approval of the City may withhold payment for the following reasons:
 1. Faulty work not corrected.
 2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the Engineer.
 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
 4. Claims filed against the Contractor or evidence that a claim will be filed.
 5. Evidence that subcontractors have not been paid.
- b. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Contractor without cause will make the City liable for payment of interest to the Contractor as provided in G.S. 143-134.1.

36. PARTIAL UTILIZATION: BENEFICIAL OCCUPANCY

- a. The City may desire to occupy all or a portion of the project when the work is substantially complete.
- b. Prior to the final payment, the City, may request the Contractor(s) in writing, to permit him to use a specified part of the project which he believes he may use without significant interference with construction of the other parts of the project. If the Contractor(s) agree, the Engineer will schedule a beneficial occupancy inspection, after which the Engineer may issue a Certificate of Substantial Completion. The certificate shall include the following documentation:
 1. Date of substantial completion.
 2. A tentative list of items to be completed or corrected before final payment.
 3. Establishing responsibility between Contractor and the City for maintenance, heat utilities and insurance.
 4. Establishing the date for guarantees and warranties under terms of the contract.
 5. Consent of Surety.
 6. Endorsement from insurance Company permitting occupancy.

37. FINAL INSPECTION

The Engineer shall make final inspection of the project within ten (10) days after receipt of a written notice from the Contractor of the final completion and cleaning up of the work covered by the contract.

38. CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Any work, materials, fabricated items, or other parts of the work which have been condemned or declared not in accordance with the contract by the Engineer shall be promptly removed from the work site by the Contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the City.

Work or property of other Contractors or the City, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the Contractor whose work is faulty.

- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the Engineer, and shall make satisfactory progress until completed.
- c. Should the Contractor fail to proceed with the required corrections, then the City may complete the work in accordance with the provisions (City's Right to Do Work).

39. ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed the work in an acceptable manner in accordance with the terms of the contract, the Project Engineer shall make a final inspection for acceptance of work by the City.

The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor except those claims previously made and remaining unsettled.

Final certificate of payment shall be accompanied by the following:

- 1. Warranties and guarantees required by the contract.
- 2. Release and Waiver of Claim for Prime Contractors.
- 3. Affidavit of Contractors of payment to material suppliers and subcontractors.
- 4. Consent of Surety to final payment.

40. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate, final payment, occupancy of the premises by the City, nor any provision of the contract, nor any other act or instrument of the City, nor the Engineer, shall relieve the Contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. He shall correct or make good any defects due thereto and repair any damage resulting therefrom which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article Guarantee. The City will report any defects as they may appear to the Contractor and establish a time limit from completion of corrections by the Contractor. The City will be the judge as to the responsibility for correction of defects.

41. TERMINATION OF CONTRACT

The contract shall be considered complete when all work has been completed and accepted by the Engineer.

42. CONTRACT TERMINATION FOR CAUSE

If the Contractor fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the Contractor becomes insolvent or be declared bankrupt, or commits any act of bankruptcy, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Contracting Officer shall give notice in writing to the Contractor and his surety of such delay, neglect or default, specifying the same.

If the Contractor within a period of ten (10) days after such notice shall not proceed in accordance therewith, then the City of Fayetteville, shall upon written certification from the Contracting Officer of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract to take the prosecution of the work out of the hands of said

Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of contract according to the terms and provisions thereof or use such other methods as in its opinion shall be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the City of Fayetteville, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Contractor. In case the expense so incurred by the City of Fayetteville shall be less than the sum which would have been payable under the contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the City of Fayetteville the amount of said excess.

43. CONTRACT TERMINATION FOR CONVENIENCE

If the City shall determine that it is in the City's best interest, the City shall notify the Contractor to terminate the work within seven (7) days. In such event, the Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the construction site. No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

REQUIRED FORMS (POST AWARD)

Change Order	See Contract Requirements para. 22
Standard Form for Payment Requests	See Contract Requirements para. 28
Sales & Use Tax Certificate	See Contract Requirements para. 32
Claims for Extra Cost/Time	See Contract Requirements para. 33
Release of Claims	See Contract Requirements para. 39

STANDARD FORM FOR PAYMENT REQUESTS
Attach AIA G702/G703 in addition to this form.

Company Name: _____ Project Name: **Tokay Park Pickleball Conversion Project**

Company Address: _____ Project Number: _____

Company Phone: _____

Pay Request # _____

PART A

PREVIOUS	CURRENT	SCHEDULED TOTAL	UNIT	SCHEDULED
ITEM#	DESCRIPTION	QUANTITY	PRICE	VALUE
QTY	QTY	VALUE		
1.				
2.				
3.				
4.				
SUB-TOTAL			SUB-TOTAL	

PART B

PREVIOUS	CURRENT	SCHEDULED TOTAL	UNIT	SCHEDULED
ITEM#	DESCRIPTION	QUANTITY	PRICE	VALUE
QTY	QTY	VALUE		
1.				
2.				
3.				
4.				

SUB-TOTAL	SUB-TOTAL
TOTAL EARNINGS	\$
<u>CONTRACT SUMMARY</u>	
Original Contract Value	\$
Change Orders Approved	\$
Current Contract Value	\$
Total Earnings	\$
Less Retainage	\$
Less Previous Payments	\$
Due this estimate	\$
Balance to finish (+ retainage)	\$

PROJECT TITLE: Tokay Park Pickleball Conversion Project App # .

SALES/USE TAX CERTIFICATE

(Use as many sheets as needed/sign affidavit of last sheet per pay estimate)

Analysis of consumed material **Manufactured or Purchased** by you. Sales and/or Use Tax Regulation Number 41 requires that the City of Fayetteville secure from each contractor certified statements setting forth the cost of the materials and supplies manufactured or purchased by you and consumed in construction. This form is provided for you to list the materials consumed in construction. Please complete this form by inserting the information required below.

Vendor	Date	Invoice	Amount	Sales Tax	Invoice County
Name	Purchased	Number	Less Tax	4.75% State/2.25%	Local Total
Paid					

_____/_____

_____/_____

/_____

/_____

/_____

/_____

/_____

\$ _____ \$ _____ \$ _____ \$ _____

E-595E

Streamlined Sales and Use Tax Certificate of Exemption

Do not send this form to the Streamlined Sales Tax Governing Board or the NC Department of Revenue. Send the completed form to the seller and keep a copy for your records. This is a multi-state form for use in the states listed. Not all states allow all exemptions listed on this form. The purchaser is responsible for ensuring it is eligible for the exemption in the state it is claiming the tax exemption from. Check with the state for exemption information and requirements. **The purchaser is liable for any tax and interest, and possible civil and criminal penalties imposed by the state, if the purchaser is not eligible to claim this exemption.**

1 ☐ Check if this certificate is for a single purchase. Enter the related invoice/purchase order # _____

2 A. Purchaser's name _____

B. Business address _____ City _____ State _____ Country _____ Zip code _____

C. Name of seller from whom you are purchasing, leasing, or renting _____

D. Seller's address _____ City _____ State _____ Country _____ Zip code _____

3 Purchaser's type of business. Check the number that describes your business.

- | | |
|--|--|
| ☐ 01 Accommodation and food services | ☐ 11 Transportation and warehousing |
| ☐ 02 Agricultural, forestry, fishing, and hunting | ☐ 12 Utilities |
| ☐ 03 Construction | ☐ 13 Wholesale trade |
| ☐ 04 Finance and insurance | ☐ 14 Business services |
| ☐ 05 Information, publishing, and communications | ☐ 15 Professional services |
| ☐ 06 Manufacturing | ☐ 16 Education and health-care services |
| ☐ 07 Mining | ☐ 17 Nonprofit organization |
| ☐ 08 Real estate | ☐ 18 Government |
| ☐ 09 Rental and leasing | ☐ 19 Not a business |
| ☐ 10 Retail trade | ☐ 20 Other (explain) _____ |

4 Reason for exemption. Check the letter that identifies the reason for the exemption.

- | | |
|--|--|
| ☐ A Federal government (department) _____
or local _____ | ☐ H Agricultural production # _____ |
| ☐ B State _____ government (name) _____ | ☐ I Industrial production/manufacturing # _____ |
| ☐ C Tribal government (name) _____ | ☐ J Direct pay permit # _____ |
| ☐ D Foreign diplomat # _____ | ☐ K Direct mail # _____ |
| ☐ G Resale # _____ | ☐ L Other (explain) _____ |

5 Identification (ID) number. Enter the ID number as required in the instructions for each state in which you are claiming an exemption. If claiming multiple exemption reasons, enter the letters identifying each reason as listed in Section 4 for each state.

ID Number	State/Country	Reason	ID Number	State/Country	Reason
AR	_____	_____	NV	_____	_____
GA	_____	_____	OH	_____	_____
IA	_____	_____	OK	_____	_____
IN	_____	_____	RI	_____	_____
KS	_____	_____	SD	_____	_____
KY	_____	_____	TN	_____	_____
MI	_____	_____	UT	_____	_____
MN	_____	_____	VT	_____	_____
NC	_____	_____	WA	_____	_____
ND	_____	_____	WI	_____	_____
NE	_____	_____	WV	_____	_____
NJ	_____	_____	WY	_____	_____

6 Sign and Date. *I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.*

Signature of authorized purchaser	Print name here	Title	Date
Phone number	E-mail address		

Streamlined Sales and Use Tax Certificate of Exemption Instructions

Sections 1-6 are required information. A signature is not required if in electronic form. The purchaser is liable for any tax and interest, and possible civil and criminal penalties imposed by the state, if the purchaser is not eligible to claim this exemption.

Section 1: Check the box for a single purchase and enter the invoice/purchase order number. If the box is not checked, this certificate is considered a blanket certificate and remains effective until cancelled by the purchaser if purchases are no more than 12 months apart, unless a longer period is allowed by a state. In North Carolina, a recurring business relationship exists when a period of no more than 12 months elapses between sales transactions.

Section 2: Enter the purchaser's and seller's name, street address, city, state, country, and zip code.

Section 3 Type of Business: Check the number that best describes the purchaser's business or organization. If none of the categories apply, check 20 and provide a brief description.

Section 4 Reason for Exemption: Check the letter that identifies the reason for the exemption. If the exemption you are claiming is not listed, check "L Other" and provide a clear and concise explanation of the exemption claimed. Not all states allow all exemptions listed on this form. The purchaser must check with that state for exemption information and requirements.

Section 5 Identification ID Number: Enter the ID number as required in the instructions for each state in which you are claiming an exemption.

Purchaser's Instructions:

Enter the ID number as required in the instructions below for each state in which you are claiming an exemption. Identify the state or if a foreign ID, the country the ID number is from. If multiple exemption reasons are being claimed enter the letters identifying the reasons for exemption as listed in Section 4 for each state.

ID Numbers for Exemptions *other than resale*: You are responsible for ensuring that you are eligible for the exemption in the state you are claiming the tax exemption. Provide the ID number to claim exemption from sales and use tax that is required by the taxing state. Check with that state to determine your exemption requirements and status.

Foreign diplomats and consular personnel must enter their individual tax identification number shown on their sales tax exemption card issued by the United States Department of State's Office of Foreign Missions.

ID Numbers for *Resale Purchases (Including Drop Shipments)*: If you are claiming a purchase is not subject to tax because it is for resale (Exemption Reason G.) and you are:

1. **Required to be registered in the state you are claiming the tax exemption:** Provide your sales tax ID number issued by that state. If claiming exemption in OH and registration is not required in the state, enter any tax ID number issued by OH. If claiming exemption in MI and registration is not required in the state, enter "Not Required".
2. **Not registered in the state you are claiming the tax exemption:** Provide your sales tax ID number issued by any state.
3. **Not required to register for sales tax and you do not have a sales tax identification number from any state:** Enter
 -Your FEIN.
 -If you do not have a FEIN, enter a different state-issued business ID number.
 -If you do not have any state-issued business ID number or FEIN, enter your state driver's license number.
4. **A foreign purchaser and you do not have an ID number described in 1, 2, or 3:** The following states will accept the tax ID number (e.g., VAT number) issued by your country: AR, IN, KS, KY, ND, NJ, OK, RI, SD, TN, UT, WA, WY. All other states require an ID number as listed in 1, 2 or 3.

If you do not have any of the ID numbers listed in 1 thru 4: You are not required to list an ID number for the following states: NE, OH, SD, WI. Enter "Not Required" and the reason for exemption for that state. All other states require an ID number.

Seller's Instructions:

The seller is not required to verify the purchaser's ID number or determine the purchaser's registration requirements. (GA requires the seller verify the purchaser's ID number.) The seller is required to maintain proper records of exempt transactions and provide those records to the state when requested in the form in which it is maintained. These certificates may be provided in paper or electronic format. If a paper exemption certificate is not forwarded by the purchaser, the seller must maintain the required data elements required on the form in an electronic format and make it available to Member states when requested. (see N.C. Gen. Stat. § 105-164.28)

The seller is not liable for any tax, interest, or penalty if the purchaser improperly claims an exemption or provides incorrect information on the certificate, provided all the following conditions are met:

1. The fully completed exemption certificate or required data elements are provided to the seller at the time of sale or within 90 days subsequent to the date of sale (see N.C. Gen. Stat. § 105-164.28)
2. The seller did not fraudulently fail to collect the tax due; and
3. The seller did not solicit customers to unlawfully claim an exemption.

Note: A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

Drop Shipper Instructions: The drop shipper may accept an ID number to claim the resale exemption as provided above in the Purchaser's Instructions. The ID number may include an ID number issued by another state. This may result in the same ID number being used for multiple states to claim the resale exemption (e.g., a retailer or marketplace seller may only be required to register for sales tax in one state).

Section 6 Sign and Date: Sign and date the certificate of exemption. Print your name along with your title, phone number, and e-mail address where you can be reached if the Department has questions about your certificate of exemption.

AFFIDAVIT

This is to certify that sales/use tax was or will be paid as stated above on materials and supplies purchased or manufactured by the **City of Fayetteville, North Carolina**, for the above mentioned project during the period and billed on this payment application #_____.

(Contractor)

(Authorized Signature/Date)

(Address)

(Telephone Number)

(City, State, Zip)

(Fax Number)

Date:_____

Page_____of _____



Purchasing Department
433 Hay Street
Fayetteville, NC 28301
(910) 433-1942

CLAIM FOR EXTRA COST/TIME

PROJECT TITLE: Tokay Park Pickleball

Conversion Project

Contractor:

Fax:

CLAIM is made for _____ additional dollars/ _____ additional days for the following reason:

By: _____ Title: _____

Phone: _____ Date: _____

ACCEPTED/DENIED

By: _____ Title: _____

Phone: _____ Date: _____

If Denied, Explanation or Counter proposal:

**Counter Proposal Accepted/Denied
City/Contractor**

By _____ Title: _____

Phone: _____ Date: _____

RELEASE OF CLAIMS

Contract/Purchase Order Number: _____

Title: Tokay Park Pickleball Conversion Project

Project Number: _____

To the best of my knowledge and belief, I certify that all items, units, quantities, prices of work and materials and NC Sales taxes shown on the attached final invoice are correct; that all work has been performed and materials supplied in accordance with the terms and conditions of the above stated contract, including any and all change orders, between the City of Fayetteville, and (Contractor) _____. I further certify that all subcontracting obligations have been met. Below is a true and correct statement of the contract amount up to and including the last day of the period covered by the attached final invoice, and that no part of the "total amount due" has been received.

(a) Total Contract Cost (Including Change Orders)	\$ _____
(b) Total Amount Previously Paid	\$ _____
(c) Total Amount Due (Including retainage)	\$ _____

In consideration of the above stated sum to be paid by the City of Fayetteville for the noted contract, the undersigned contractor does release and discharge the City of Fayetteville, its officers, agents and employees, of and from all liabilities, obligations and claims whatsoever in law and equity arising out of or by virtue of said contract, except specified claims in stated amounts, or in estimated amounts when the amounts are not susceptible of exact statement by the contractor, as follows:

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 2022
(Imprint Corporate Seal below this line)

(CONTRACTOR)

BY: _____
TITLE: _____

ATTEST:

(Secretary)

ENGINEERING CERTIFICATION OF CHARGES

I certify this _____ day of _____, 2025 that the attached final invoice is correct for payment, and that to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied in accordance with the terms and conditions of the above noted contract.

CITY OF FAYETTEVILLE, NC

BY _____

TITLE _____

GENERAL STATUTES GUIDELINES

All Prospective Bidders are Hereby Advised to Become Familiar with Certain Provisions of the General Statutes of North Carolina. The following list is furnished for your information and is not meant to be all-inclusive. Full compliance of the **Current** General Statutes of North Carolina applicable to this contract shall be required from all bidders.

Chapter 44A, Article 3	Payment and Performance Bonds.
Chapter 87	Contractors.
Chapter 95, Article 16	Occupational Safety and Health Act of North Carolina
Chapter 113A, Article 1	Pollution Control and Environment.
Chapter 130A, Article 19	Asbestos Hazard Management.
Chapter 132	Public Records.
Chapter 143, Article 8	Public Contracts.
Chapter 143, Article 21	Water and Air Resources.
Chapter 143, Article 21B	Air Pollution Control.

REQUIREMENTS OF THE WORK

1. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the project by the Engineer, it shall be under the charge and care of the Contractor, and he shall take every precaution against injury or damage to same or any part thereof by the action of the elements or from any other cause whatever, whether arising from the execution of or the non-execution of the work. The Contractor will be held responsible for the protection and restoration, at his expense, of property monuments or markers, buildings, fences and all utility installations affected in the prosecution of the work.

2. COOPERATION OF CONTRACTOR REQUIRED

The Contractor shall give the work his constant attention to facilitate the progress thereof and shall cooperate in every way. He shall have at all times a competent and reliable representative on the work authorized to receive orders and to act for him.

3. CONSTRUCTION SUPERVISION

Throughout the progress of the work, each Contractor shall keep on the job a competent superintendent or supervisory staff satisfactory to the Engineer. The superintendent shall not be changed without the consent of the Engineer unless said superintendent ceases to be employed by the Contractor or ceases to be competent. The superintendent shall have authority to act on behalf of the Contractor, and instructions, directions or notices given to him shall be as binding as if given to the Contractor. However, important directions, instructions, and notices will be confirmed in writing to the Contractor, as will all such items if requested by the Contractor. Construction will be stopped if Prime Contractor's Superintendent is not available.

4. USE OF PREMISES

The Contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits, or directions of the Engineer and shall not exceed those established limits in his operations.

The Contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

The Contractor(s) shall enforce the Engineer's instructions regarding signs, advertisements, fires, smoking or any other written instructions given.

5. EQUIPMENT, MATERIALS, WORKMANSHIP

The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding, and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or incidentals, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

The Contractor shall furnish such equipment as is considered necessary by the Engineer for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. Equipment used on any portion of the work shall be such that no injury to adjacent work or property will result from its use.

Whenever products, materials, or equipment are named in the specifications, the specifications shall be interpreted to mean an item of material or equipment similar to that named and which is suited for the same

use and capable of performing the same function as that named. Each Contractor shall obtain written approval from the Engineer for the use of substitute products, materials or equipment claimed as equal to those specified.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Upon notice, the Contractor shall furnish evidence as to quality of materials.

Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards, laws, rules, codes or regulations of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

All work under this contract shall be performed in a skillful and workmanlike manner. The City may require, in writing, at any time during the construction and completion of the work covered by these contract documents, the removal of any employee of, or person connected with, the Contractor who shall use profane or abusive language to the inspector or other employees of the City, or otherwise interfere with him in the performance of his duties, or who shall disobey or evade instructions or who is careless, incompetent, or considered a nuisance or detriment to the work. The Contractor shall order such parties removed immediately from the grounds and shall not allow their return except by consent of the Contracting Officer.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, the Engineer and other authorized representatives, consultants, and employees of the City, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, the Contractor's subcontractor, or the agents of either the Contractor or the Contractor's subcontractor. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.

7. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

8. EMPLOYMENT OF THE HANDICAPPED

The Contractors agree not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

9. NONDISCRIMINATION

The Contractor shall make a good faith effort to comply with the services of minority businesses, in compliance with the City's goals for these purposes pursuant to the resolution of the City Council adopted April 2, 1984.

10. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor shall submit to the Engineer and the City, a list giving the names and addresses of subcontractors and equipment and material suppliers he propose to use, together with the scope of their

respective parts of the work.

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the City in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

11. CONTRACTORS AND SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms and conditions of these contract documents shall apply equally to each subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. The Contractor further agrees to conform to the "Code of Ethical Conduct" as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 entitled, Interest on final payments due to prime contractors: payments to subcontractors.

12. CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, National Electrical Codes, North Carolina State Building Codes, Federal Specifications, ASTM Specifications, various institute Specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

13. OBSERVANCE OF LAWS

The Contractor at all times shall observe, conform to, and comply with all laws, regulations, and ordinances of the United States, the State of North Carolina, County of Cumberland and the City of Fayetteville, and shall indemnify and save harmless the City and all of its officers, agents, and employees against any claim or liability arising from or based on the violation of any such law or regulation, order, or decree, whether by himself or his employees.

If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing. Additional requirements or changes implemented after contract award will be subject to equitable negotiations and shall be made by change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Engineer, he shall bear all cost arising therefrom.

14. TRUCK ROUTE ORDINANCE

The Contractor shall comply with the City's Truck Route Ordinance, Sec. 200-60; 20-61; 20-64; and 20-65. The Contractor shall make a thorough examination of the individual streets and establish all haul routes to comply with the Truck Route Ordinance. City of Fayetteville truck route maps are available upon request.

15. SEDIMENTATION POLLUTION CONTROL ACT OF 1973

Any land-disturbing activity performed by the Contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15NCAC 4A, 4B, and 4C).

Upon receipt of notice that a land-disturbing activity is in violation of said Act, the Contractor(s) shall be responsible for insuring that all steps or actions necessary to bring the project in compliance with said Act are promptly taken.

To the fullest extent permitted by law, the Contractor(s) shall indemnify and hold harmless the City and

agents, consultants and employees of the City, from and against all claims, damages, civil penalties, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this Article.

16. PERMITS/LICENSES/NOTICES

The Contractor shall procure and bear the costs of all permits, licenses, fees, and inspections, and give all notices necessary and incidental to the due and lawful prosecution of the work.

17. HAZARDOUS MATERIALS

If the Contractor encounters any materials considered or suspected of being hazardous, they shall immediately secure the area and contact the City of Fayetteville, Engineering Department, (phone: 433-1656) for further instructions.

18. LIGHTS, BARRICADES, AND SIGNS

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights and danger signals. The Contractor shall also provide a sufficient number of watchmen and take all precautions for the protection of the work and safety of the public. It is the duty and responsibility of the Contractor to furnish and mount any necessary signs on suitable and approved standards. "Street Closed" signs shall be placed immediately adjacent to the work in a conspicuous position, at such locations where traffic demands. Whenever an intersection is closed to cross-bound traffic, "Street Closed at next intersection to through traffic" sign shall be placed one block on each side of the street closed in order to properly guide traffic around the closed street. If lighted barricades are not placed on open ditches or any other dangerous conditions that are hazardous to the public or as required by the Engineering Department, the City will place barricades at Contractor's expenses (Current City rates for labor, equipment and material will be charged).

19. PASSAGEWAYS TO BE LEFT CLEAR

The roadway on one side of the line of work shall be kept open at all times for the passage of vehicles or pedestrians. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to the property owners consistent with the proper prosecution of the work as determined by the Engineer. When deemed necessary by the Engineer the Contractor shall complete his work up to such point as designated by the Engineer before opening the work ahead, in order to give access to private property, etc. The opening of any street for travel shall not be held to be in any way an acceptance of the project or any part of it, or as a waiver of any of the provisions of these specifications and contract. Necessary repairs or renewals made on any section of the work, which has been opened to travel under instructions from the Engineer, due to defective materials or work pending completion and acceptance, shall be performed at the expenses of the Contractor.

20. CONTRACTOR'S DUTY AND OBLIGATION TO THE PUBLIC

The Contractor shall so schedule his work as to keep all storefronts open to their prospective customers, and shall at his expense construct and maintain any necessary ramps, boardwalks, or other means to maintain pedestrian traffic. He shall at all times cooperate with the public and merchants affected by his operations and shall endeavor to maintain good public relations at all times. Any lighting or other special facilities required to carry on work shall be furnished by the Contractor.

21. PUBLIC SAFETY

Fire hydrants on or adjacent to the street shall be kept accessible to fire apparatus at all times.

22. PRESERVATION AND RESTORATION OF PROPERTY, ETC.,

The Contractor shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not remove them until directed. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations. When any direct or indirect damage or injury is done to public or private property, land monuments, or utility by or on account of any act, omission, neglect or misconduct in the execution of the

work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore, at his own expenses, such property to a condition similar or equal to that existing before such damage or injury was done or he shall make good damage or injury in an acceptable manner.

23. PROTECTION OF WORK, PROPERTY AND THE PUBLIC

The Contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the City, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the Owner's property or of that of others on the job by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any claims against the City. All Contractors shall have access to the project at all times.

The Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building or any other facilities, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the City.

No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the Engineer.

The Contractor shall barricade all walks, roads, etc., as directed by the Engineer or Contracting Officer to keep the public away from the construction. All trenches, excavations, or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.

24. WORKER SAFETY/OSHA

Contractor shall provide all necessary safety measures for the protection of all persons on the work site at all times during the prosecution of the work, regardless of whether the worker is an employee of the Contractor or a subcontractor. The Contractor is required to comply with the provisions of the "North Carolina Occupational Safety and Health Standards (OSHA) for the Construction Industry" and revisions thereto as adopted by General Statutes of North Carolina 95.126 through 155. If the Engineer shall stop the prosecution of the work at any time because of lack of proper safety measures, precautions, or procedures on the part of the Contractor or subcontractor, this shall not relieve the Contractor of his responsibility under this paragraph.

25. CLEANING UP

The Contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site from time to time or when directed to do so by the Engineer. Before final inspection and acceptance of the work, each Contractor shall clean his portion of the work, to include but not limited to, glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the site for use by the City, with no cleaning required by the City.

26. ROYALTIES, LICENSES AND PATENTS

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The Contractor must notify the City immediately of any claim or infringement of any patent in connection with the performance of this contract.

The Contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether or not the patent rights are evidenced hereinafter.

The Contractor shall hold and save harmless the City, its officers, agents, servants, and employees from liability of any nature or kind for or on account of the use of any patented or unpatented invention, article, appliance, or process furnished or used in the performance of this contract, excepting patented articles required or designated by the City in its specifications, the use of which the Contractor does not control.

27. GUARANTEE

The Contractor(s) shall guarantee and warrant all labor and material for the project against defect due to faulty material, workmanship, and/or negligence for a period of ONE YEAR from the date of final inspection of the project. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall respond to any repair request from the City within 48 hours of notice received by telephone, telegraph, or letter. The Contractor shall replace defective materials, equipment, or workmanship without cost to the City within the stipulated guarantee period.

28. CONTRACTOR'S RIGHT TO STOP WORK/TERMINATE CONTRACT

Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three (3) months, due to cause beyond the fault or control of the Contractor, or if the City should fail or refuse to make payment of account of a certificate issued by the Engineer within thirty (30) days after receipt of same, then the Contractor, after fifteen (15) days written notice sent by certified mail, return receipt requested, to the City and the Engineer, may suspend operations on the work or terminate the contract.

The City shall be liable to the Contractor for the cost of all materials delivered and work performed on this contract.

29. UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise location of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing hydrants shall be kept accessible to fire department at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of construction personnel and the public.

FEDERAL CONTRACT PROVISIONS
(Will be incorporated into the Awarded Contract)

Uniform Guidance Contract Clauses for Federal Funding (UGCCFF)

(A) Cumulative Nature of These Clauses; Conflicts with Other Clauses. It is intended that the clauses in this document, Uniform Guidance Contract Clauses for Federal Funding (“UGCCFF”), are to be in addition to other clauses in this contract. The clauses in this UGCCFF will control in case of conflict with other clauses in this contract except for those additional clauses, if any, provided in this contract at the direction of the federal awarding agency or pass-through agency; clauses provided by such direction will control over this UGCCFF. A termination for cause clause elsewhere in this contract (not in this UGCCFF) will control over the termination for cause clause in this UGCCFF.

(B) Termination.

(1) Termination for Cause; Default. Each of the following is included as an example of a default by the Developer under this contract:

- (i) The Developer made a false statement or omitted information in the proposal or bid, such that if the City had known of its falsity or of the facts before contract award, there would have been a reasonable possibility that the City would not have made the award to the Developer;
- (ii) The Developer fails to observe or perform one or more of its contractual duties, and the failure continues 15 days after the City gives written notice describing the failure in reasonable detail; however, if failure requires performance that cannot by its nature be completed within such 15-day period, the failure does not constitute a default for purposes of this subsection “ii” as long as the Developer begins curing the failure to perform one or more of its contractual duties before or during the 15-day period and diligently and continuously carries out the cure to completion;
- (iii) The Developer files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy act or any other applicable laws, or seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Developer, the Developer’s interest in this contract, or of any substantial part of its property;
- (iv) A proceeding against the Developer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy act or any other applicable law is not dismissed within 60 days after its commencement;
- (v) A trustee, receiver, or liquidator of the Developer, the Developer’s interest in this contract, or of any substantial part of its property, is appointed, and the appointment is not vacated or stayed within 30 days; or
- (vi) A levy under execution or attachment is made against the Developer or any of its property and the execution or attachment is not vacated or removed by court order, bonding, or otherwise within 60 days.

(2) Termination for Cause; City’s Remedies on Default. Upon the Developer’s default, the City is entitled to all remedies lawfully available, including all of the following to the extent they are applicable:

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- (i) The City may proceed with remedies available under any performance bond, letter of credit, or other security.
 - (ii) The City may proceed with legal action, including obtaining damages and specific performance.
 - (iii) The City may give written notice stating that the contract or the services of the Developer shall terminate on the date described in such notice. Such termination shall not be deemed to impliedly renounce, discharge, or waive any remedy, including claims in damages for breach.
- (3) Termination for Convenience ("TFC").** (a) *Procedure.* Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Developer written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section, if any, of this contract titled Trade Secrets and Confidentiality or addressing either of those subjects, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Developer shall give the City all Work, including partly completed Work. In case of TFC, the Developer shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment.* The City shall pay the Developer an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Developer. Within 20 days after TFC, the City shall pay the Developer one hundred dollars as a TFC fee and shall pay the Developer for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Developer shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Note on subsections (C) – (Q). In subsections (C) – (Q) below, where an obligation must be imposed on any subcontractors, changes in language may be made in the subcontract as shall be appropriate to properly identify the parties and their obligations.

(C) Equal Employment Opportunity. Under this Agreement, the Developer shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Developer agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Developer agrees to comply with applicable Federal implementing regulations and other implementing requirements FEDERAL AWARDING AGENCY may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Developer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal

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Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Developer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Developer agrees to comply with any implementing requirements FEDERAL AWARDING AGENCY may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Developer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Developer agrees to comply with any implementing requirements FEDERAL AWARDING AGENCY may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Developer agrees that it will not discriminate against individuals on the basis of disability. In addition, the Developer agrees to comply with any implementing requirements FEDERAL AWARDING AGENCY may issue.

(D) **Davis Bacon Act and Copeland Anti-Kickback Act.** (1) If this contract is a prime construction contract in excess of \$2,000, and if federal program legislation requires a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction,") this Davis Bacon Act and Copeland Anti-Kickback Act clause applies to this contract. (2) In accordance with the statute, the Developer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the wage determination made by the Secretary of Labor. In addition, the Developer is required to pay wages not less than once a week. By signing this contract, the Developer accepts the wage determination. (3) The Developer must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Developer must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). If the Act, as supplemented by said regulations applies to this contract, then under 40 U.S.C. 3702 of the Act, the Developer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

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construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Developer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Developer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The Developer or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Developer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

(F) Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Developer shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Developer shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Developer for inspection, copying, or transcription by authorized representatives of the Federal Awarding Agency and the Department of Labor, and the Developer will permit such representatives to interview employees during working hours on the job.

The Developer shall require the inclusion of the language of this clause within subcontracts of all tiers.

(G) Rights to Inventions Made Under a Contract or Agreement. If the Federal award applicable to this contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(H) Clean Air Act and the Federal Water Pollution Control Act, as amended. If this contract or the subgrant is in excess of \$150,000, the Developer shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution

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Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding

agency and the Regional Office of the Environmental Protection Agency (EPA). The Developer agrees: 1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to the Federal Awarding Agency; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

(I) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Developer and subcontractors of all tiers shall include the substance of this section in every subcontract so that it will be binding upon subcontractors of all tiers, with a clause requiring subcontractors of all tiers to include the substance of this section in every lower tier subcontracts. The Developer shall be responsible for compliance by subcontractors of all tiers with the substance of this section.

(J) Byrd Anti-Lobbying Amendment, CONTAINING CERTIFICATION BY DEVELOPER AND SUBCONTRACTORS OF ALL TIERS. Unless this is a contract for which such certifications are not required by 31 U.S.C. 1352 (the Byrd Anti-Lobbying Amendment) or 2 CFR 200 Appendix II, every contractor and subcontractor of every tier certifies, by signing a contract containing this section, to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also immediately disclose to the City of Fayetteville any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. If requested by the City, each tier shall promptly complete, sign under oath, and return to the City the forms the City will provide regarding the tier's lobbying or the tier's use or non-use of Federal funds relevant to this paragraph. Such disclosures are forwarded from tier to tier up to the non-Federal award. The Developer and subcontractors of all tiers shall include the substance of this section in every subcontract so that it will be binding upon subcontractors of all tiers, with a clause requiring subcontractors of all tiers to include the substance of this section in every lower tier subcontract. The Developer shall be responsible for compliance by subcontractors of all tiers with the substance of this section.

(K) Procurement of Recovered Materials. The Developer must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(L) Access to Records and Reports; Retention of Records

- a. The Developer agrees to permit, and require its subcontractors to permit, the granting federal agency, and the Comptroller General of the United States, and, to the extent appropriate, the State of North Carolina, the City or their authorized representatives, upon their request to inspect all project work records, documents, papers, materials, payrolls, and other data, and to audit the books, records, and accounts of the Developer and its subcontractors pertaining to the project.
- b. The Developer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4)** The Developer agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that the City makes final payment and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Developer agrees to maintain same until the Comptroller General, granting federal agency, state agency, City or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

(M) Bond Requirements. Contracts or subcontracts for construction or facility improvement exceeding the Simplified Acquisition Threshold set by the Federal Acquisition Regulation (FAR) at 48 CFR part 2, subpart 2.1, shall be subject to the bidding and bid, performance and payment bonding requirements of N.C. Gen. Statute § 143-129 *et seq.* and Article 3 of Chapter 44A (N.C.G.S. 44A-25 *et seq.*) of

(N) Domestic Preference. The Developer should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this agreement. (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(O) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Developer and subcontractor must comply with 2 C.F.R 200.216 which prohibits the obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that uses equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Video surveillance and telecommunications equipment produced by Hytera Communications corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or connected to, the government of a covered foreign country are also prohibited.

(P) Disadvantaged Business Enterprise (DBE). Disadvantaged Business Enterprise. Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs.

Federal and State-Funded Projects - Important Notice

In accordance with state directive following the U.S. Department of Transportation's October 3, 2025 Interim Final Rule to 49 CFR Part 26:

For Federally-Funded Contracts:

- No DBE goals may be established for federally-funded contracts until further guidance is provided by the state
- All existing DBE certifications are in suspended status pending Unified Certification Program (UCP) reevaluation under new individualized disadvantage standards
- Firms are not required to submit DBE participation commitments at this time

The City will continue to facilitate participation by all qualified small businesses through the measures listed above and will resume DBE and MB/WBE program activities once the state provides further guidance.

(Q) Conflict of Interest. Developer shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts in conformance with 2 CFR 200.318(c). Developer shall immediately disclose in writing to City any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112. The Developer shall comply with all applicable conflicts of interest laws including N.C.G.S. § 133-32 and 23 C.F.R. § 1.33.

The Developer does hereby certify that it has not entered into and, during the lifetime of the contract, will not enter into any agreement with a third-party affording the Developer, or any subcontractors that they may hire, with any direct or indirect financial interest in the outcome of the project, except with regard to the project development, human and natural environmental and/or engineering services associated with this contract.

- (i) Pursuant to N.C.G.S. § 133-1, the Developer will not knowingly specify building materials, equipment, or other items that are manufactured, sold or distributed by any firm or corporation in which the designer has a financial interest.
- (ii) Pursuant to N.C.G.S. § 133-2, the Developer will not employ or allow manufacturers or their representatives or agents to write, plan, draw, or make specifications for such public works.
- (iii) The Developer does hereby certify that it does not have any potential conflict of interest with any entity involved with the project. Any potential conflict of interest shall be disclosed immediately to the City.

(R) Determination of allowable costs in accordance with the Federal cost principles. The Developer agrees to comply with established principles and standards for determining costs incurred under the contract pursuant to the cost principles established for state and local governments pursuant to OMB Circular A-87 Revised.

2 CFR Part 184—Build America, Buy America Act (BABA). The Grantee, Subrecipient, Developer, and/or Contractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. **(End of Uniform Guidance Contract Clauses for Federal Funding)**

EXHIBIT C
CDBG GRANT COMPLIANCE TERMS AND REQUIREMENTS

Cumulative Nature of These Clauses; Conflicts with Other Clauses. It is intended that the clauses in this document, CDBG Grant Compliance Terms and Requirements ("CGCTR"), are to be in addition to other clauses in this contract. The clauses in this CGCTR will control in case of conflict with other clauses in this contract except for those additional clauses, if any, provided in this contract at the direction of the federal awarding agency or pass-through agency; clauses provided by such direction will control over this CGCTR.

If the following compliance terms and requirements are selected with an "X", it is intended that the selected terms be in addition to other clauses of this contract and will control in case of conflict with other clauses.

1. ☒ Section 109 of the Housing and Community Development Act of 1974 and regulations issued pursuant thereto (24 CFR Part 570.602 et seq., known as subpart K), which requires that no person in the United States shall, on the grounds of age, race, color, national origin, religion, disability or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance
2. ☐ Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 75 that sets guidelines for training and employment of lower income residents of project areas and for awarding of contracts within the project area.
3. ☐ Lead Based Paint Poisoning Prohibition (Public Law 91695), which requires that hazards posed by the presence of lead be addressed and made safe.
4. ☐ Building design, construction or alteration must comply with "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" (#A-117.1-R 1971).
5. ☐ Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended Fair Housing Policy, which requires that no person shall be prohibited from purchasing or renting a home based on age, race, color, national origin, religion, disability or sex.
6. ☒ Executive Order 11063 which addresses equal opportunity in housing and non-discrimination.
7. ☒ Age Discrimination Act of 1967, as amended.
8. ☒ The Rehabilitation Act of 1973, as amended, Sections 503 and 504, which prohibit discrimination against the handicapped.
9. ☐ City of Fayetteville's Disadvantaged Business Enterprise Plan, which requires that opportunities for contracts to provide goods and services be made available to underutilized businesses enterprises in Fayetteville.
10. ☒ OMB Circular A-122: Cost Principles for Non-Profit Organizations, which sets forth parameters for expenditures made with federal grant money.
11. ☐ Treasury Circular 1075 relating to the use of Community Development funds within 72 hours after drawdown, which requires that the Grantee manage the grant funds on a specific timetable.
12. ☒ Community Development Block Grant regulations at 24 CFR 570, which describes all requirements and prohibitions for the administration of a program funded in whole or in part with federal Community Development Block Grant money.
13. ☒ N. C. Fair Housing Law, which prohibits discrimination against any person for reasons of age, race, color, national origin, religion, disability, or sex in all transactions relating to buying, selling, or renting housing units.
14. ☒ City of Fayetteville Fair Housing Ordinance, which prohibits discrimination against any person for reasons of age, race, color, national origin, religion, disability, or sex in all transactions relating to buying, selling, or renting housing in Fayetteville.

15. X **Access to Records and Reports; Retention of Records:**

(a) The contractor agrees to permit, and require its subcontractors to permit, the granting federal agency, and the Comptroller General of the United States, and, to the extent appropriate, the State of North Carolina, the City or their authorized representatives, upon their request to inspect all project work records, documents, papers, materials, payrolls, and other data, and to audit the books, records, and accounts of the contractor and its subcontractors pertaining to the project.

(b) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five (5) years after that the City makes final payment and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the Comptroller General, granting federal agency, state agency, City or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

SECTION D – TECHNICAL SPECIFICATIONS

SECTION 03 11 00 - CONCRETE FORMWORK**PART 1 -- GENERAL****1.1 THE REQUIREMENTS**

- A. All formwork shall comply with all the recommendations of ACI 347 "Recommended Practice for Concrete Formwork" except as modified herein.
- B. The CONTRACTOR shall assume full responsibility for the design and construction of all formwork.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Commercial Standards
 - ACI 117 Specifications for Tolerances for Concrete Construction and Materials.
 - ACI 301 Specifications for Structural Concrete for Buildings.
 - ACI 347 Recommended Practice for Concrete Formwork.

1.3 QUALITY ASSURANCE

- A. The CONTRACTOR shall set and maintain concrete forms and perform finishing operations so as to ensure that the completed work conforms to the shape, line, grade, and dimensions as shown in the drawings. Formwork tolerances shall not exceed permissible deviations given in ACI 117. Use Class A formwork facing material offset. Use "very flat floor" finishing tolerance. See Section 03 30 00 for additional construction tolerances. Tolerance is the specified permissible variation from lines, grades, or dimensions shown. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances.

PART 2 -- PRODUCTS**2.1 MATERIALS**

- A. For all concrete surfaces to be unexposed, form surfaces that will be in contact with concrete shall be of No. 2 common or better lumber or other material producing equivalent finish.
- B. For all concrete surfaces to be exposed, finishes shall be as specified in Section 03 30 00.
- C. Form ties shall be factory-fabricated, snap-off metal ties of design that will not allow form deflection and will not spall concrete upon removal. Wire ties will not be permitted. Ties shall be free of devices that will leave a hole larger than 1 inch or less than 1/2-inch in diameter in the concrete surface. The portion of the tie remaining in the concrete after removal of the exterior parts shall not project beyond the surface of the concrete and shall be at least 1-1/2 inches back from any surface of the concrete that will be exposed, painted, damp-proofed, waterproofed, or receive direct applications of plaster.
- D. Forms for exposed or painted surfaces shall be coated with a form release agent before reinforcement is placed. The form release agent shall be a commercial formulation of

satisfactory and proven performance that will not bond with, stain, or adversely affect concrete surfaces, and will not impair subsequent treatment of concrete surfaces. The release agent shall be used as recommended in the manufacturer's printed or written instructions. Forms for unexposed surfaces, other than retained in-place metal forms, may be wet with water in lieu of coating immediately before placing concrete, except that in cold weather with probable freezing temperatures, coating shall be mandatory. Surplus debonding agents on form surfaces, reinforcing steel, and construction joints shall be removed before the concrete is placed.

- E. Prior to coating with the above-specified release agent, wood forms shall be sealed with a penetrating type wood sealer. The sealer shall be applied in strict accordance with the manufacturer's recommendations.

2.2 DESIGN

- A. Formwork must be designed, constructed, supported, braced, and maintained so that it will safely support all dead and live loads to which it may be subjected. Formwork shall be sufficiently tight to prevent leakage of mortar so that finished concrete will conform to shapes, lines, grades, and dimensions indicated in the drawings.
- B. The weight of the formwork, freshly placed concrete, workmen and equipment, rate of placement and temperature, tamping, and vibration of the concrete shall all be considered in the design of the formwork. Forms and falsework to support roof and floor slabs shall be designed for a loading of at least that required by ACI 347.

PART 3 -- EXECUTION

3.1 CONSTRUCTION

- A. **Formwork** - Forms shall be designed, constructed, and maintained to ensure that after the removal of forms, the finished concrete members will have true surfaces free of deformities or bulges, conforming accurately to the indicated shapes, dimensions, lines, elevations, and positions. Recommendations given in ACI 347 shall be followed. Form surfaces that will be in contact with concrete shall be thoroughly cleaned before each use.
- B. **Studs** - Studs shall be spaced to prevent deflection of form material. Forms and joints shall be sufficiently tight to prevent leakage of grout and cement paste during the placing of concrete. Joints in forms shall be arranged vertically or horizontally to conform to the pattern of the design. Insofar as practicable, the juncture of formwork panels shall occur at architectural lines and vertical control joints, including alignment with masonry control joints and construction joints. Forms placed on successive units for continuous surfaces shall be fitted to accurate alignment to ensure smooth, completed surfaces free from irregularities. Temporary openings shall be arranged in the wall and column forms and where otherwise required to facilitate cleaning and inspection. Forms shall be readily removable without impact, shock, or damage to the concrete.
- C. **External Corners** - External corners of columns, girders, beams or their juncture with masonry, foundation walls projecting beyond overlying masonry, and other external corners

that will be exposed shall be beveled, rounded, or chamfered by moldings placed in the forms unless the drawing specifically states that chamfering is to be omitted.

3.2 FORM TIES

- A. **Embedded Ties:** Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such a manner as to leave a hole extending through the interior of the concrete members. The use of snap ties that cause spalling of the concrete upon form stripping or tie removal will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent the loss of cement paste. Where metal rods extending through the concrete are used to support or strengthen forms, the rods shall remain embedded and shall terminate not less than 1-1/2 inches back from the formed face or faces of the concrete.
- B. **Removable Ties:** Where taper ties are approved for use, after the taper tie is removed, the hole shall be thoroughly cleaned and roughened for bonding. A precast neoprene or polyurethane tapered plug shall be located at the wall centerline. The hole shall be completely filled with non-shrink or regular cement grout. Exposed faces of walls shall have at least the outer 2 inches of the exposed face filled with cement grout which shall match the color and texture of the surrounding wall surface. The CONTRACTOR shall be responsible for water-tightness and any repairs needed.

3.3 FORM REMOVAL

- A. Forms shall be removed in a manner that ensures the complete safety of the structure. Where the structure as a whole is supported on shores, forms for beam and girder sides, columns, and similar vertical structural members may be removed after 48 hours, provided the concrete is sufficiently hard not to be injured thereby. Supporting forms or shoring shall not be removed until structural members have acquired sufficient strength to support safely their own weight and any construction and/or storage load to which they may be subjected, but in no case shall they be removed in less than 7 days, nor shall forms used for curing be removed before the expiration of curing period. Care shall be taken to avoid spalling the concrete surface or damaging concrete edges. Wood forms shall be completely removed.
- B. Supporting forms or shoring shall not be removed until the strength of control test specimens has attained a value of at least 3,000 psi for column and 3,000 psi for all other work. Test specimens required for control tests to determine form removal time shall be provided in numbers as directed and shall be in addition to those otherwise required for concrete control. Test specimens shall be removed from molds after 24 hours and stored adjacent to that portion of the structure which they represent and shall receive, insofar as practicable, the same protection from the elements during curing as is given those portions of the structure which they represent and shall not be removed from the structure for transmittal to the laboratory prior to the expiration of three-fourths of the proposed period before removal of the forms. Care shall be exercised to ensure that the newly unsupported portions of the structure are not subjected to heavy construction or material loading.

- C. Forms for all parts of the work not specifically mentioned herein shall remain in place for periods of time as determined by the ENGINEER.
- D. Recommendations for shoring given in ACI 347 shall be followed for all re-shoring.

END OF SECTION 03 11 00

SECTION 11 68 33 – ATHLETIC FIELD EQUIPMENT**PART 1 - GENERAL****1.1 SUMMARY**

A. Section includes labor, materials, equipment, and accessories to provide the following:

1. Tennis Court Net Post and Reel.
 - (a) Provide one end net post and one reel net post for each court.
 - (b) Provide one net tensioning reel for each court.
2. Tennis Court Center Tie-Downs.
 - (a) Provide one center tie-down for each court.
3. Tennis Court Nets.
 - (a) Provide one net for each court.
4. Pickleball Court Net Post and Reel.
 - (a) Provide one end net post and one reel net post for each court.
5. Pickleball Court Center Tie-Down.
 - (a) Provide one center tie-down for each court.
6. Pickleball Court Nets.
 - (a) Provide one net for each court.
7. Concrete Footings.

1.2 SUBMITTALS

A. Submit information and shop drawings in accordance with Section 01 33 00 – Submittal Procedures.

B. Submit the following product information and shop drawings:

1. Product Information:
 - (a) Product information shall include brochures or literature that adequately describe the products being used, and recommended installation and maintenance instructions. Submit for the following products:
 - (1) Tennis Court Net Post and Reel.
 - (2) Tennis Court Center Tie-Downs.
 - (3) Tennis Court Nets.
 - (4) Pickleball Court Net Post and Reel.
 - (5) Pickleball Court Center Tie-Down.
 - (6) Pickleball Court Nets.
2. Submit maintenance recommendations from the manufacturer for each product in this Specification.

3. Submit manufacturer's warranty information for each product in this Specification.

1.3 QUALITY ASSURANCE

- A. Installation shall be in accordance with the requirements of current NFHS and NCAA rules and regulations.

PART 2 - PRODUCTS

2.1 TENNIS COURT NET POST AND REEL

A. Posts:

1. 3-1/2" OD Round 8 Gauge Galvanized Steel.
 - (a) Provide posts with triple corrosion protection, Flo-Coat® by Allied Tube & Conduit, or equal.
 - (b) Baked-on polyester powder coat.
2. 60" length with 42" above court surface.
3. Integrated welded steel lacing rods.
4. Die-Cast Zinc Caps.

B. Reel:

1. Heavy-Duty External Wind Deluxe Reel.
2. Provide one post with reel per pair of posts.
3. Net tensioning reel shall have a 1,000-pound maximum capacity, with oil impregnated bearings and heat-treated pinion gears.
4. Reel handle shall be removable.

C. Ground Sleeves:

1. Galvanized Steel.

D. Approved Products

1. Douglas Industries, inc. 3441 S. 11th Ave, Eldridge, IA 52748 (800-553-8907), www.douglas-sports.com.
 - (a) 3-1/2" Sidewinder Deluxe Tennis Posts.
 - (b) Color: Black.
 - (c) Ground Sleeves: GS-24RD / SKU 63174.
2. Or approved equal.

2.2 TENNIS COURT CENTER TIE-DOWN:

- A. 1.9" outside diameter, galvanized steel.
- B. Non-corrosive 1/4" O.D. pin, centered, and 1/4" to 3/8" below the top of the center tie-down.
- C. Approved Products

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1. Douglas Industries, Inc. 3441 S. 11th Ave, Eldridge, IA 52748 (800-553-8907), www.douglas-sports.com.

- (a) Center Pipe Anchor, SKU 63174.

2. Or approved equal.

2.3 TENNIS COURT NETS

A. Dimensions:

1. 41'-9" to 42' length x 3'-6".

B. Mesh:

1. 3mm, double braided polyethylene netting on at least the top six rows, 1-3/4" square mesh.

C. Minimum 2-1/2" headband.

D. Minimum 4mm vinyl-coated steel cable.

E. Black.

F. Approved Products:

1. Champion Sports, 1 Champion Way, Marlboro, NJ 07746, (732-294-5561), furnished locally by Game-One, 7127 Washington Ave SE, Edina, MN, phone 952-942-8525.

- (a) 3mm Tournament Tennis Net, SKU T100.

2. Douglas Industries, Inc. 3441 S. 11th Ave, Eldridge, IA 52748 (800-553-8907), www.douglas-sports.com.

- (a) TN-30DM Tennis Net #30030.

3. Or approved equal.

2.4 PICKLEBALL COURT NET POST AND REEL

A. Posts:

1. 3" OD Round 11 Gauge Steel.
2. Baked-on polyester powder coat finish.
3. 54" length with 36" above court surface.
4. Integrated welded steel lacing rods for net installation.
5. Post caps are made of cast aluminum alloy.

B. Reel:

1. Internal wind self-locking gear mechanism.
2. Chrome-plated gear plate cover.
3. Removable handle.
4. The main gear shall be plated steel. The small gear shall be case-hardened.

5. The internal gear function shall have a 30:1 ratio.

C. Ground Sleeves:

1. Galvanized Steel.

D. Approved Product

1. Douglas Industries, inc. 3441 S. 11th Ave, Eldridge, IA 52748 (800-553-8907),
www.douglas- sports.com.

(a) Premier™ RD-36 Pickleball/QS.

(b) Color: Black.

(c) Ground Sleeves: GS-24RD / SKU 63174.

2. Or approved equal.

2.5 PICKLEBALL COURT CENTER TIE-DOWN

A. 1.9" outside diameter, galvanized steel.

B. Non-corrosive 1/4" O.D. pin, centered, and 1/4" to 3/8" below the top of the center tie-down.

C. Approved Products

1. Douglas Industries, Inc. 3441 S. 11th Ave, Eldridge, IA 52748 (800-553-8907),
www.douglas- sports.com.

(a) Center Pipe Anchor, SKU 63174.

2. Or approved equal.

2.6 PICKLEBALL COURT NETS

A. Dimensions:

1. 21'-9" length x 36" high.

B. Mesh:

1. 3mm, braided polyethylene netting, 1-3/4" square mesh.

C. Minimum 65 ounce 2-Ply vinyl coated polyester headband.

D. Minimum 5/32" vinyl-coated galvanized steel cable with 2,300 lbs break strength.

E. Black.

F. Approved Products:

1. Champion Sports, 1 Champion Way, Marlboro, NJ 07746, (732-294-5561), furnished locally by Game-One, 7127 Washington Ave SE, Edina, MN, phone 952-942-8525.

(a) Rhino Pickleball Tournament Net, SKU PBN500.

2. Douglas Industries, Inc. 3441 S. 11th Ave, Eldridge, IA 52748 (800-553-8907),
www.douglas- sports.com.

(a) JTN-30 Pickleball Net #20105.

3. Or approved equal.

PART 3 - EXECUTION

3.1 TENNIS COURT NET POST, NET AND REEL INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Footings and Sleeves:
 1. Auger holes six inches deeper than bottom of post.
 2. Set individual sleeve in augered excavation. Set sleeves plumb and true with top of sleeve set
½ inch above the pavement surface.
 3. Set concrete in augured earth forms around the sleeves`.
 4. Trowel finish concrete at the top of each footing to slope away from the sleeves at ¼" per foot. Set outer edge of concrete footing surface flush with pavement surface.
- C. Set posts plumb and true in concrete footings.
- D. Demonstrate to the Owner proper use of the reel system.
- E. Attach netting in position for review. Approximately two weeks prior to project Substantial Completion, initially install nets, have them reviewed, and then, if requested, remove and deliver nets to the Owner.

3.2 TENNIS COURT CENTER TIE-DOWN INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Footings:
 1. Auger footing holes plumb.
 2. Set concrete in augured earth forms.
 3. Trowel finish concrete at the top of the tie-down to slope away from the center at ¼" per foot.
- C. Set tie-downs plumb and true in concrete footings.

3.3 PICKLEBALL COURT NET POST, NET AND REEL INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Footings:
 1. Footings shall be excavated into the sand subbase. Shore footing excavations to prevent collapse of surrounding and adjacent sand and tennis court surfacing. Auger footing holes plumb. Shoring means shall be determined by the Contractor.
 2. Auger footing holes plumb.
 3. Auger holes six inches deeper than bottom of post.

4. Set concrete in augured earth forms.

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- 5. Trowel finish concrete at the top of each footing to slope away from the posts at ¼" per foot.
 - C. Set posts plumb and true in concrete footings.
 - D. Demonstrate to the Owner proper use of the reel system.
 - E. Attach netting in position for review. Approximately two weeks prior to project Substantial Completion, initially install nets, have them reviewed, and then, if requested, remove and deliver nets to the Owner.
- 3.4 PICKLEBALL COURT CENTER TIE-DOWN INSTALLATION
- A. Install in accordance with manufacturer's instructions.
 - B. Footings:
 - 1. Auger footing holes plumb.
 - 2. Set concrete in augured earth forms.
 - 3. Trowel finish concrete at the top of the tie-down to slope away from the center at ¼" per foot.
 - C. Set tie-downs plumb and true in concrete footings.

END OF SECTION 11 68 33

SECTION 31 10 00 - SITE CLEARING**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes the following:
1. Protecting existing vegetation to remain.
 2. Removing above- and below-grade site improvements.
 3. Temporary erosion and sedimentation control measures.

1.2 MATERIAL OWNERSHIP

- A. Except for stripped topsoil (if so indicated in Construction Documents) or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not install erosion control measures until the regulatory agency having jurisdiction for erosion control has been notified and a preconstruction conference has been held on site.
- E. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 - PRODUCTS (Not Applicable)**PART 3 - EXECUTION****3.1 PREPARATION**

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and place tree protection fences around trees and vegetation to remain or to be relocated. Protection fences to be placed prior to any disturbance of site.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction and Sediment and Erosion Control drawings.
- B. Protect existing slopes from disturbance and erosion. Promptly repair and stabilize any disturbed areas on existing slopes.
- C. Inspect, repair, and maintain erosion and sedimentation control measures during construction as specified in Erosion Control Plans until permanent vegetation has been established.
- D. Where installed sediment and erosion control devices do not provide adequate performance, install supplemental sediment and erosion control measures as directed by authorities having jurisdiction to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties.
- E. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal as specified on Erosion Control Plans or approved by regulatory agency.

3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within fenced area.
 - 2. Do not permit vehicles, equipment, or foot traffic within fenced area.
 - 3. Maintain fenced area free of weeds and trash.

- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.
 - 1. Employ an arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 - 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by Architect.

3.4 UTILITIES

- A. Verify the existence, location, and depth of all buried utilities (electrical, mechanical, water, sewer, telecommunication, gas, etc.) within the construction area prior to any excavation. Existing utilities shown on drawings are illustrated for information purposes only. The omission of, or inclusion of, utility locations on the drawings is not to be considered as the non-existence or definite location of existing underground utilities.
- B. Prior to construction, meet with all utility owners whose facilities will be affected to determine utility locations and arrange for utility relocations, if necessary to accommodate new construction.
- C. Protect all existing utilities from damage.
- D. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.
 - 3. Notify Utility Company.

3.5 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. All existing asphalt pavement shall be saw-cut at the limit of demolition where drawings show tie-ins. Saw-cut joint shall be one foot from the existing edge of pavement, minimum.
- C. All existing concrete pavement, sidewalk and/or curb and gutter shall be removed to the nearest existing control joint beyond the limit of demolition shown on the drawings. Where no existing control joints are present within five feet of the limit of demolition, concrete pavements shall be saw-cut.

3.6 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 00 00

SECTION 32 12 16 - ASPHALT PAVING**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
1. Hot-mix asphalt paving.
 2. Acrylic asphalt surfacing

1.2 SYSTEM DESCRIPTION

- A. Provide asphalt pavement according to the materials, workmanship, and other applicable requirements of the North Carolina Department of Transportation (NCDOT) Standard Specifications for Road and Structures (SSRS), current edition or of authorities having jurisdiction.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
1. Job-Mix Designs: For each job mix proposed for the Work.
- B. Samples: Submit manufacturer's color samples of color coating.
- C. Test Reports:
1. Submit independent test results for solar reflectance index.
 2. Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
 3. Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.
- D. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- E. Manufacturer's Project References: Submit manufacturer's list of successfully completed asphalt court surface color coating system projects, including project name, location, and date of application.
- F. Applicator's Project References: Submit applicator's list of successfully completed asphalt court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.

- G. Warranty Documentation: Submit manufacturer's standard warranty. Retain all batch numbers on manufacturer packaging and record in project files, for potential warranty claims.
- H. Authorized Installer Certificate: Submit manufacturer's authorized installer certificate.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by NCDOT.
 - 1. Manufacturer regularly engaged, for past 5 years, in manufacture of asphalt court surface color coating systems of similar type to that specified.
 - 2. United States owned company.
 - 3. Member: ASBA.
- B. Applicator's Qualifications:
 - 1. Applicator regularly engaged, for past 3 years, in application of court surface color coating systems of similar type to that specified.
 - 2. Employ persons trained for application of court surface color coating systems.
 - 3. Applicator must be authorized installer of the surfacing brand used.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of SSRS of NCDOT for asphalt paving work.
 - 1. Measurement and payment provisions included in NCDOT SSRS do not apply to this Section.
 - 2. SSRS requirements supercede all information and requirements of this specification section.
- D. Preinstallation Conference: Conduct conference at Project site prior to beginning paving operations.

1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Prime Coat: Minimum surface temperature of 50 deg F and rising.
 - 2. Tack Coat: Minimum surface temperature of 35 deg F and rising.
 - 3. Asphalt Base Course: Minimum surface and ambient temperature of 35 deg F and rising.
 - 4. Asphalt Surface Course: Minimum surface and ambient temperature of 40 deg F and rising. If surface mixes contain recycled asphalt shingles (RAS) the minimum surface and ambient temperature shall be 50 deg F.
- B. Do not apply asphalt court surface color coating system when air or surface temperatures are below 50°F (10°C) during application or within 24 hours after application.

- C. Do not apply asphalt court surface color coating system when rain is expected during application or within 24 hours after application.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. Aggregate to comply with NCDOT SSRS, Article 1012-1.

2.2 ASPHALT MATERIALS

- A. Asphalt materials to comply with NCDOT SSRS, Division 6.

2.3 MIXES

- 1. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes. Refer to drawings for type and thickness of asphalt mixes. Refer to NCDOT SSRS for mix design.

2.4 ACRYLIC ASPHALT SURFACING

A. MANUFACTURER

- 1. SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870. Toll Free 800-326-1994. Fax 877-825-9226. Website www.sportmaster.net. E-mail moreinfo@sportmaster.net.
- 2. All other brands must be pre-approved by the architect/owner, 7 days prior to the bid date. If submitting another brand, bidder must furnish copies of all submittal documents under section 1.3

B. MATERIALS

- 1 Asphalt Court Surface Color Coating System: *PickleMaster Surfacing System by SportMaster Sport Surfaces*
- 2 Filler Course: SportMaster “Acrylic Resurfacer”.
 - a. 100 percent acrylic emulsion resurfacer.
 - b. Mix on-site with silica sand
- 3. Apply to asphalt surfaces or previously colored acrylic surfaces in preparation of color coating system.
- 4. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 44.0 percent.
 - b. Hiding Pigment: 2.0 percent.
 - c. Mineral Inert Fillers: 5.0 percent.
 - d. Film Formers, Additives: 0.2 percent.
 - e. Water: 45.0 percent.

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5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
 6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
 7. Color: [Black] or [Neutral].
- C. Color Coating: SportMaster “PickleMaster”.
1. 100% acrylic emulsion fortified with specialty aggregate for non-aggressive texture
 2. Mix on-site with ColorPlus Pigment and water.
 3. Specialized coating system for court surfaces.
 4. Weight per Gallon at 77 Degrees F: 12 lbs., plus or minus 0.5 lbs.
 5. Colors: Blue (pickleball) Dark Green (tennis)
<https://www.sportmaster.net/colorplusfusion/>
- D. Line Markings Primer: SportMaster “Stripe-Rite”.
1. 100 percent acrylic emulsion primer, clear drying.
 2. Primes line markings and prevents bleed-under for sharp lines.
 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 38.0 percent.
 - b. Hiding Pigment: 0.0 percent.
 - c. Mineral Inert Fillers: 7.0 percent.
 - d. Film Formers, Additives: 1.5 percent.
 - e. Water: 50.0 percent.
 4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.
 5. Non-Volatile Material: 29 percent, plus or minus 5 percent.
- E. Line Paint: SportMaster “Textured Line Paint”.
1. Pigmented, 100 percent acrylic emulsion line paint.
 2. Line marking on asphalt courts.
 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 25.89 percent.
 - b. Pigment: 14.90 percent.
 - c. Mineral Inert Fillers: 13.12 percent.
 - d. Additives: 4.73 percent.
 - e. Water: 41.36 percent.
 4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
 5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.
 6. Color: White.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Proceed with paving only after approved by Geotechnical Engineer of the subgrade and unsatisfactory conditions have been corrected.

- C. Examine asphalt court surfaces to receive color coating system.
- D. Verify asphalt courts meet ASBA requirements.
- E. Notify Architect of conditions that would adversely affect application or subsequent use.
- F. Do not begin surface preparation or application until unacceptable conditions are corrected.

3.2 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving. Geotechnical Engineer must approve subgrade compaction prior to paving.
- B. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.04 to 0.08 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Prime Coat: Apply uniformly over surface of compacted unbound aggregate base course at a rate of 0.20 to 0.50 gal./sq.yd. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure for 72 hours minimum.
 - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 2. Protect primed substrate from damage until ready to receive paving.
- D. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with asphalt court surface color coating system.
- E. Prepare surfaces in accordance with manufacturer's instructions.
- F. Cure new asphalt surfaces a minimum of 14 to 30 days before application of asphalt court surface color coating system.
- G. Remove dirt, dust, debris, oil, grease, vegetation, loose materials, and other surface contaminants which could adversely affect application of asphalt court surface color coating system. Pressure wash entire surface.
- H. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of filler course and color coating.
- I. Level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.

- J. Apply 1 or 2 coats of filler course as required by surface roughness and porosity to provide smooth underlayment for application of color coating.
- K. Ensure surface repairs are flush and smooth to adjoining surfaces.

3.3 APPLICATION

- A. Place asphalt per NCDOT SSRS.
- B. Joints per NCDOT SSRS
- C. Compaction per NCDOT SSRS
- D. Apply asphalt court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- E. Mix materials in accordance with manufacturer's instructions.
- F. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.
- G. Filler Course:
 - 1. Apply 2 coats on new asphalt or existing acrylic surfaces with extensive cracks or low spot repair.
 - 2. Apply 1 coat on existing acrylic surfaces with minimal repairs.
- H. Color Coating: Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- I. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

3.4 LINE MARKINGS

- A. Lay out court line markings in accordance with USAPA Rules of Pickleball and USTA Rules for Tennis.
- B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and court surface to prevent bleed-under when line paint is applied.
- C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

3.5 PROTECTION

- A. Allow a minimum of 24 hours curing time before opening courts for play.
- B. Protect applied asphalt court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

3.4 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
1. Base Course: Plus or minus 1/2 inch.
 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
1. Base Course: 1/4 inch.
 2. Surface Course: 1/8 inch.
 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.
1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.
- B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.
1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.

- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.6 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

END OF SECTION 32 12 16

SECTION 32 13 13 - CONCRETE PAVING**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes exterior cement concrete pavement for the following:

1. Driveways and roadways.
2. Parking lots and service areas.
3. Curbs and gutters.
4. Walkways.

1.2 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
1. Cementitious materials and aggregates.
 2. Steel reinforcement and reinforcement accessories.
 3. Fiber reinforcement.
 4. Admixtures.
 5. Curing compounds.
 6. Applied finish materials.
 7. Bonding agent or adhesive.
 8. Joint fillers.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
1. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.

- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- E. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.
- F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.
- G. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A1064, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- C. Plain Steel Wire: ASTM A 82, as drawn.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice." Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use one of the following cementitious materials, of the same type, brand, and source throughout the Project:
 - 1. Portland Cement: ASTM C 150, Type I or Type II, gray. Supplement with the following:
 - a. Fly Ash: ASTM C 618.
 - 2. Blended Hydraulic Cement: ASTM C595.
 - 3. Performance-Based Hydraulic Cement: ASTM C1157, Type GU, general use.
- B. Normal-Weight Aggregates: ASTM C 33, with coarse aggregate as follows: Class 4M maximum size, 3/4 inch, coarse aggregate, uniformly graded. Provide aggregates from a single source.

- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: ASTM C 494/C 494M, of type suitable for application, certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

2.3 FIBER REINFORCEMENT

- A. Synthetic Macro-Fiber: Synthetic macro-fibers engineered and designed for use in concrete, complying with ASTM C1116/C1116M, Type III, 1 to 2-1/4 inches long.

2.4 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

2.5 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
 - 1. Use flexible or curved forms for curves of a radius 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Pavement-Marking Paint: AASHTO M 248, Alkyd Traffic Marking Paint.

1. Color: As indicated.

2.7 CONCRETE MIXTURES

- A. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.
 1. Do not use Owner's field quality-control testing agency as the independent testing agency.
- C. Proportion mixes to provide concrete with the following properties:
 1. Heavy Duty:
 - a. Compressive Strength (28 Days): 4000 psi.
 - b. Maximum Water-Cementitious Materials Ratio: 0.45
 2. Medium Duty:
 - a. Compressive Strength (28 Days): 3500 psi.
 - b. Maximum Water-Cementitious Materials Ratio: 0.48.
 3. Light Duty:
 - a. Compressive Strength (28 Days): 3000 psi.
 - b. Maximum Water-Cementitious Materials Ratio: 0.52.
 4. Slump Limit:
 - a. 4 inches for concrete placed by other than slipform.
 - b. 2 inches for concrete placed by slipform
- D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals.
- E. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5 percent:
 1. Air Content: 6.0 percent for 3/4-inch maximum aggregate.
- F. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 3.0 lb/cu. yd.

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement. Proof-roll with Geotechnical Engineer in attendance. Proof-roll within 72 hours of concrete placement. Final okay of subgrade by Geotechnical Engineer prior to placement of concrete.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar or welded wire fabric supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS AND SCORING LINES

- A. General: Construct expansion and control joints and score lines and tool edgings true to line with faces perpendicular to surface plane of concrete.

- B. Straightness, location, and type approved by Architect.
- C. Expansion Joints: Form expansion joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - 1. Extend joint fillers full width and depth of joint.
 - 2. Terminate joint filler as indicated on plans.
 - 3. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 4. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Control Joints: Form weakened-plane control joints, sectioning concrete into areas as indicated, but not less than at intervals of 15 feet where not otherwise indicated. Construct control joints to a depth of 33% of the slab thickness, as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to the radius shown on the plans. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
 - 2. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/4-inch- wide joints into concrete as soon as cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
- F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the radius shown on plans. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify Architect at least 24 hours prior to placement to schedule final inspection prior to placement. Placement shall not proceed without Architect's approval. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.

- D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery, at Project site, or during placement.
- F. Deposit and spread concrete in a continuous operation between slab terminations. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.
 - 1. Consolidate concrete along face of forms and adjacent to joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.
- I. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
- J. Do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.
- K. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- L. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 CONCRETE FINISHING

- A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.
 1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
 2. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.8 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Joint and Scoring Spacing: 1/2 inch.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.
11. Vertical position of welded wire fabric: 1/2 inch.
12. Joint and scoring lines should be in straight alignment.

3.9 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow concrete pavement to cure for 28 days and be dry before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

3.10 WHEEL STOPS

- A. Securely attach wheel stops into pavement with not less than two galvanized steel dowels embedded in holes cast into wheel stops. Firmly bond each dowel to wheel stop and to pavement. Extend upper portion of dowel 5 inches into wheel stop and lower portion a minimum of 5 inches into pavement.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.
- B. Testing Services: Testing shall be performed according to the following requirements:
 - 1. Sampling Fresh Concrete: Representative samples of fresh concrete shall be obtained according to ASTM C 172, except modified for slump to comply with ASTM C 94.
 - 2. Slump: ASTM C 143; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
 - 3. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
 - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each set of compressive-strength specimens.
 - 5. Compression Test Specimens: ASTM C 31/C 31M; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.
 - 6. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd.. One specimen shall be tested at 7 days and two specimens at 28 days; one specimen shall be retained in reserve for later testing if required.
 - 7. When total quantity of a given class of concrete is less than 50 cu. yd., Architect may waive compressive-strength testing if adequate evidence of satisfactory strength is provided.
 - 8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, current operations shall be evaluated and corrective procedures shall be provided for protecting and curing in-place concrete.
 - 9. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive compressive-strength test results equal or exceed specified compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi.
- C. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as the sole basis for approval or rejection.
- E. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as

directed by Architect. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.12 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.
- B. Drill test cores where directed by Architect when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

SECTION 32 13 73 - CONCRETE PAVING JOINT SEALANTS**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes the following:

1. Expansion and contraction/control joints within portland cement concrete pavement.

1.2 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
 2. When joint substrates are wet.

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- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than that allowed by joint sealant manufacturer for application indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

PART 2 - PRODUCTS**2.1 MATERIALS, GENERAL**

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint sealant manufacturer based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

- A. Type NS Silicone Sealant for Concrete: Single-component, low-modulus, neutral-curing, nonsag silicone sealant complying with ASTM D 5893 for Type NS.
- B. Type SL Silicone Sealant for Concrete and Asphalt: Single-component, low-modulus, neutral-curing, self-leveling silicone sealant complying with ASTM D 5893 for Type SL.

2.3 JOINT-SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint sealant manufacturer based on field experience and laboratory testing. Backer materials should not adhere to sealant.
- B. Round Backer Rod for Cold Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depths and prevent bottom-side adhesion of sealant. Use size that will compress 25% when inserted in the joint.

2.4 PRIMERS

- A. Primers: Product recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint- sealant-substrate tests and field tests.

PART 3 - EXECUTION**3.1 PREPARATION**

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- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.2 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions applicable to products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of backer materials.
 - 2. Do not stretch, twist, puncture, or tear backer materials.
 - 3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration per details on plans.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved in writing by joint sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint sealant manufacturer's written instructions, and per Construction Plans.
- G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

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3.3 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.4 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 32 13 73

SECTION 32 31 13 - CHAIN LINK FENCES AND GATES**PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Chain-link fences.
2. Swing gates.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Shop Drawings: For each type of fence and gate assembly.

1. Include plans, elevations, sections, details, and attachments to other work.

- C. Samples: For each exposed product and for each color and texture specified.

- D. Delegated-Design Submittal: For structural performance of chain-link fence and gate frameworks, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Product certificates.

- B. Product test reports.

- C. Sample warranty.

1.5 WARRANTY

- A. Special Warranty: Manufacturer or Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Warranty Period: One year from date of Substantial Completion.

Division 32 – Exterior Improvements

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Engage a qualified professional engineer to design chain-link fence and gate frameworks.
- B. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to ASCE 7-16.
 - 1. Design Wind Load: Basic wind speed 103 MPH (3 Second Gust), ASD Wind speed 80 MPH, risk category 1.
 - a. Minimum Post Size: Reference Fence Framework section for post size, post spacing not to exceed 10 feet for Material **Schedule 40 steel pipe**.

2.2 CHAIN-LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:
 - 1. Fabric Height: Varies. As indicated on Drawings.
 - 2. Steel Wire for Fabric: 8 ga. (9 ga core wire)
 - a. Mesh Size: 1-3/4 inches (44 mm)
 - b. Vinyl-coated Fabric: ASTM F668, Class 2b over zinc coated (galvanized) steel wire.
 - 1) Color: Black according to ASTM F934.
 - c. Coat selvage ends of metallic-coated fabric before the weaving process with manufacturer's standard clear protective coating.
 - 3. Selvage: Knuckled at both selvages.

2.3 FENCE FRAMEWORK

- A. Posts and Rails ASTM F1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F1043 or ASTM F1083 based on the following:
 - 1. Fence Height: Varies. As indicated on Drawings.
 - 2. Heavy-Industrial-Strength Material: Group IA, round steel pipe, Schedule 40.

- a. Line Post: Size as indicated on drawings.
- 3. Horizontal Framework Members: Top rails according to ASTM F1043.
- 4. Brace Rails: ASTM F1043.
- 5. Metallic Coating for Steel Framework:
 - a. Type A zinc coating.
 - b. Type B zinc with organic overcoat.
 - c. Type C, Zn-5-Al-MM alloy coating.
 - d. Coatings: Any coating above.
- 6. Polymer coating over metallic coating.
 - a. Color: Match chain-link fabric according to ASTM F934.

2.4 TENSION WIRE

- A. Polymer-Coated Steel Wire: 9 ga tension wire according to ASTM F1664, Class 2b over zinc-coated steel wire.
 - 1. Color: Match chain-link fabric according to ASTM F934.

2.5 SWING GATES

- A. General: ASTM F900 for gate posts and single swing gates.
 - 1. Gate Leaf Width: 48 inches.
 - 2. Framework Member Sizes and Strength: Based on gate fabric height as indicated on drawings.
- B. Pipe and Tubing:
 - 1. Zinc-Coated Steel: ASTM F1043 and ASTM F1083; protective coating and finish to match fence framework.
 - 2. Gate Posts: Round tubular steel.
 - 3. Gate Frames and Bracing: Round tubular steel.
 - 4. Post Caps: Dome Caps to match End & Corner Fence posts.
- C. Frame Corner Construction: Welded.
- D. Hardware:
 - 1. Hinges: 180-degree inward swing.
 - 2. Latch: Permitting operation from both sides of gate.
 - 3. Lock: Per Owner
 - 4. Padlock and Chain: per Owner
 - 5. Closer: Manufacturer's standard, ADA Compliant.

6. All steel hardware to be metallic coated per specifications outlined for steel framework.

2.6 FITTINGS

- A. Provide fittings as necessary according to ASTM F626.

2.7 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.
- B. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation before final grading is completed unless otherwise permitted by Architect.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 50 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 CHAIN-LINK FENCE INSTALLATION

- A. Install chain-link fencing according to ASTM F567 and more stringent requirements specified.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- C. Post Setting: Set posts in concrete at indicated maximum spacing into firm, undisturbed soil.
 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp

for consolidation. Protect above ground portion of posts from concrete splatter.

- a. Posts Set into Holes in Concrete: Form or core drill holes not less than 12 inches deep and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed according to anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.
 - D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more. For runs exceeding 50 feet space pull posts an equal distance between corner or end posts.
 - E. Line Posts: Space line posts uniformly at **10 feet** o.c. max.
 - F. Tension Wire: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- diameter hog rings of same material and finish as fabric wire, spaced a maximum of 18 inches o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:
 - 1. Extended along top and bottom of fence fabric.
 - G. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- 3.4 ADJUSTING
- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
 - B. Lubricate hardware and other moving parts.

END OF SECTION 32 31 13

SECTION 32 33 00 - SITE FURNISHINGS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Bench.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: For site furnishings. Use same designations indicated on Drawings.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For site furnishings to include in maintenance manuals.

PART 2 - PRODUCTS**2.1 SEATING**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers or approved equal:
 - 1. The Park Catalog
 - 2. Belson Outdoors
 - 3. All Star Tennis Supply
 - 4. GameTime; a PlayCore, Inc. company.
 - 5. Henderson Recreation Equipment Ltd.
 - 6. Kay Park Recreation.
 - 7. Madrax; Graber Manufacturing Co.
 - 8. Maglin Site Furniture Inc.
- B. Basis of Design:

1. Manufacturer: The Park Catalog

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2. Product: Aluminum Bench with Back and Galvanized Legs – Surface Mount
 3. Item #: 569-1389 (6')
- C. Frame: Cast aluminum or Stainless steel
- D. Seat and Back:
1. Material:
 - a. Aluminum
 - b. Stainless Steel
 - c. Recycled Plastic or Fiberglass Planks: Evenly spaced
 2. Seat Height: 18"
 3. Seat Surface Shape: Flat.
 4. Overall Height: 36"
 5. Overall Width: 6'-0"
 6. Overall Depth: 20"
 7. Arms: None
- E. Aluminum Finish: Mill finish.
- F. Stainless Steel Finish: ASTM A480/A480M, No. 6.
- G. Fiberglass or HDPE Color: As selected by Landscape Architect from manufacturer's full range as applicable.

2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated; free of surface blemishes and complying with the following:
1. Rolled or Cold-Finished Bars, Rods, and Wire: ASTM B211
 2. Extruded Bars, Rods, Wire, Profiles, and Tubes: ASTM B221
 3. Structural Pipe and Tube: ASTM B429
 4. Sheet and Plate: ASTM B209
 5. Castings: ASTM B26/B26M.
- B. Stainless Steel: Free of surface blemishes and complying with the following:
1. Sheet, Strip, Plate, and Flat Bars: ASTM A240 or ASTM A666.
 2. Pipe: Schedule 40 steel pipe complying with ASTM A312
 3. Tubing: ASTM A554.
- C. Fiberglass: Multiple laminations of glass-fiber-reinforced polyester resin with UV-light stable, colorfast, nonfading, weather- and stain-resistant, colored polyester gel coat, and with manufacturer's standard finish.

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- D. Plastic: Color impregnated, color and UV-light stabilized, and mold resistant.
 - 1. Polyethylene with Recycled Content: Fabricated from HDPE and other resins with postconsumer recycled content
- E. Anchors, Fasteners, Fittings, and Hardware: Manufacturer's standard; commercial quality tamperproof, concealed, recessed, and capped or plugged.
 - 1. Angle Anchors: For inconspicuously bolting legs of site furnishings to on-grade substrate; extent as indicated by manufacturer.

2.3 FABRICATION

- A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended, so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- D. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- E. Factory Assembly: Factory assemble components to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

2.4 GENERAL FINISH REQUIREMENTS

- A. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.5 ALUMINUM FINISHES

- A. Powder-Coat Finish: Manufacturer's standard polyester powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

2.6 STAINLESS STEEL FINISHES

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

- B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
 - 1. Run directional finishes with long dimension of each piece.
 - 2. Directional Satin Finish: ASTM A480/A480M, No 4.
 - 3. Dull Satin Finish: ASTM A480/A480M, No. 6.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.

END OF SECTION 32 33 00

Attached as separate documents

APPENDIX A

FEDERAL LABOR STANDARDS PROVISIONS – HUD 4010

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A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

- 3.** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

- A. Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- B. Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- C. Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. **Withholding for unpaid wages and liquidated damages**

- i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing

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APPENDIX B

DAVIS BACON ACT EXCERPT

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APPENDIX B - DAVIS BACON ACT, PAYROLLS AND BASIC RECORDS EXERCPT
(See Appendix A for Complete Details)

1. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment
 - a. computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
2. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired; Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402.
3. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
4. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - a. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the payrolls "Statement of Compliance".
 - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
5. The wage decision applicable to this project follows:
 - a. See following pages for Wage Determinations.
6. For more information access the below guidebook using the following link:
https://www.hud.gov/program_offices/administration/hudclips/guidebooks/4812LR

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"General Decision Number: NC20250081 01/03/2025

Superseded General Decision Number: NC20240081

State: North Carolina

Construction Type: Heavy

Counties: Cumberland and Hoke Counties in North Carolina.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 13.98 **	0.69
ELECTRICIAN.....	\$ 15.41 **	3.13
LABORER: Common or General.....	\$ 9.21 **	0.00
LABORER: Pipelayer.....	\$ 12.87 **	2.21
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.71 **	0.00
OPERATOR: Bulldozer.....	\$ 14.63 **	0.00
OPERATOR: Loader.....	\$ 15.13 **	2.79
TRUCK DRIVER.....	\$ 13.12 **	1.89

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"

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APPENDIX C
CERTIFIED PAYROLL REPORT

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Davis-Bacon and Related Acts Weekly Certified Payroll Form

U.S. Department of Labor
Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME												
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS												
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)		(9)		
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES				TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK			NET PAY TO WORKER FOR ALL WORK
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a

party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

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☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.																																																																																																																																																																													
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SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(_____) _____ - _____	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.			

Appendix D - Section 3 of HUD Act of 1968 Policy Manual



**CITY OF FAYETTEVILLE
SECTION 3 PLAN AND POLICIES**

**CITY OF FAYETTEVILLE
433 HAYS STREET
FAYETTEVILLE, NORTH CAROLINA, 28301
(910)433-1590**

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1. Overview of Section 3 Requirements

A. WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

On September 29, 2020, HUD published the final rule entitled “Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses,” that outlined the numeric goals for Compliance in the Federal Register. As of July 1, 2021, the final rule, found at 24 CFR part 75, is effective and supersedes the Section 3 interim rule which was found at 24 CFR Part 135.

B. PURPOSE OF THIS DOCUMENT

This plan outlines how the City of Fayetteville and its subrecipients, contractors and subcontractors will comply with HUD’s Section 3 requirements in implementing City of Fayetteville’s CDBG and HOME Programs. City of Fayetteville will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

City of Fayetteville may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD’s requirements and/or to reflect updated Section 3 guidance and outreach strategies.

C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to:

- 1) Material Supply Contracts - § 75.3(b),
- 2) Indian and Tribal Preferences - § 75.3(c), and
- 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

2. Section 3 Coordinator

The City of Fayetteville's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for the City of Fayetteville and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to [recipient/grantee]'s Section 3 Coordinator with questions regarding Section 3 compliance:

Ryan Barber, Development Director

City of Fayetteville

433 Hays Street,

Fayetteville, NC 28301

Contact:

Phone: (910)433-1590

3. Employment, Training, and Contracting Goals

A. SAFE HARBOR COMPLIANCE

The City of Fayetteville will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below

in [section C](#). After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

B. SAFE HARBOR BENCHMARKS

The City of Fayetteville has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in [24 CFR Part 75.9 - for public housing financial assistance] or [24 CFR Part 75.19 - for housing and community development financial assistance]. The safe harbor benchmark goals are as follows:

Public Housing Financial Assistance

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

Housing and Community Development Financial Assistance

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

For both Public Housing Financial Assistance and Housing & Community Development Financial Assistance, the benchmark for Targeted Section 3 Labor

Hours is set at five percent (5%) or more of the total number of labor hours worked by all workers on a Section 3 project. This means the five percent (5%) is included as part of the twenty-five percent (25%).

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, the City of Fayetteville will review and update the Section 3 Plan every 3 years, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the City of Fayetteville are required to certify that they will comply with the requirements of Section 3.

C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING

EMPLOYMENT AND TRAINING

Under the City of Fayetteville's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Public Housing Financial Assistance

- 1) To residents of the public housing projects for which the public housing financial assistance is expended;
- 2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in YouthBuild programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

Housing and Community Development Financial Assistance

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the City of Fayetteville's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

Public Housing Financial Assistance

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided;
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance;
- 3) YouthBuild programs; and
- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

Housing and Community Development Financial Assistance

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (where feasible):
 - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b) YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

4. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from the City of Fayetteville or its contractors/subcontractors for training, employment, or contracting opportunities generated by public housing financial assistance or housing and community development financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to the City may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, the City will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern; or
- 3) A YouthBuild participant.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

Public Housing Financial Assistance

- 1) Employed by a Section 3 business concern; or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a) A resident of public housing; or

- b) A resident of other public housing projects or Section 8-assisted housing;
or
- c) A YouthBuild participant.

Housing and Community Development Assistance

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - b) A YouthBuild participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form. The Section 3 and Targeted Section 3 Self-Certifications can be found in the Appendix.

The City's Development Department is responsible for collecting, reviewing, and approving all Section 3 resident and business concern self-certification forms. Names and businesses will be added to the Section 3 resident and business concern database, as authorized. All recipients of Section 3 covered assistance are required to keep duplicate records of applicable certification forms, as well.

PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING

In cases where Section 3 covered projects include multiple sources of funds, including public housing financial assistance and housing and community development assistance, the [PHA] must follow the definition of Targeted Section 3 worker and priorities as outlined in subpart B of Part 75. For housing and community development financial assistance, the sub-recipient may follow either subpart B or subpart C of Part 75.

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, sub-recipient will follow subpart C of Part 75. Refer to chart in [Appendix B](#).

B. SECTION 3 BUSINESS CONCERN CERTIFICATION

Businesses that believe they meet the Section 3 Business requirements can may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>.

Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to the City, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form, located in Appendix C.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the City has previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date.

5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, the City will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures
- 2) Require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting
- 3) Require contractor to sign the Section 3 Plan at pre-construction conference
- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with CDBG and HOME program funds.

- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- 6) Maintain a local Section 3 worker/Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/>
- 8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
- 9) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3businessregistry>
- 10) Leverage the City's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
- 11) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

6. Section 3 Outreach

A. OUTREACH EFFORTS FOR EMPLOYMENT AND TRAINING

In order to educate and inform workers and contractors, the City's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers
- 3) Conduct an annual training for Section 3 workers and Section 3 businesses

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage

applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher”;

- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in the City’s database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
- 4) Establishing a current list of Section 3 eligible applicants
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
 - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
 - b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices
 - c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

B. OUTREACH EFFORTS FOR CONTRACTING

When contracting opportunities arise in connection with the CDBG and HOME Programs, the City of Fayetteville will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
- 2) Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.

- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Coordinating with the City's Development Department and all other business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
- 7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the City of Fayetteville as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

7. Section 3 Contracting Policy and Procedure

The City has incorporated the Section 3 requirements in its existing procurement policy and has adopted a Section 3 contracting policy and procedures to be followed in all procurements for the covered activities under the CDBG Program.

□ **Section 3 Procurement and Preferences –**

The City's procurement policy provides information concerning the specific procedures that must be followed by the City, its sub-grantees, developers, contractors, and sub-contractors for implementing Section 3 contracting preferences for each type of procurement method. The preferences in the procurement policy describe the conditions in which Section 3 business concerns may be awarded contracts over other qualified firms, and also includes preferences that describe conditions in which Section 3 business concerns may be awarded contracts over other qualified Section 3 business concerns.

□ **Section 3 Resident Preference –**

The following preferences below apply to the City, its contractors, sub-contractors, developers, and sub-grantees. Covered recipients of Federal funds seeking new hires, must provide preference to certified Section 3 residents in the following manner:

- Section 3 Residents who reside in the service area or neighborhood in which the Section 3 covered project or activity is located.

- Other Section 3 Residents in the Metropolitan Statistical Area (MSA).

Note: The sub-grantee, developer, contractor, or sub-contractor is responsible for providing documentation of its inability to find Section 3 Residents under this preference structure.

□ **Certification –**

All business concerns seeking Section 3 preference in contracting opportunities may apply to the City for certification as a Section 3 Business Concern at (or before) the time of submission of bids, proposals, or qualifications. Section 3 preference cannot be given until the Section 3 status of the business concern is verified. Any business concern that submits a certification for preference after the date and time for the receipt of bids will not be considered eligible for Section 3 preference in the evaluation of that specific bid award. The certification is valid for a period of up to three (3) years, and a copy must be attached to the bid packet and submitted at the time of the bid.

All persons seeking Section 3 preference in training and employment opportunities must apply to the City for certification as a Section 3 Resident. The Section 3 Worker Self-Certification is attached to this plan in Appendix F. The Section 3 Worker Self-Certification is valid for a period of up to three (3) years.

8. Section 3 Provisions/Contract Language

All Section 3 covered contracts shall include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted project covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for Housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of worker's representative of the contractor's commitments under this Section 3 clause, and

will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualification for each; and the name and location of the persons(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR Part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

9. Reporting Requirements

For Section 3 covered contracts, contractors must submit the Section 3 Performance and Summary Report to the City's Section 3 Coordinator on a monthly basis, and the annual reporting requirement set forth in that form's instructions.

A. MONTHLY REPORTING

- 1) Contractors are required to submit monthly activity reports to City's Section 3 Coordinator by the fifteen (15) day of each month.

B. ANNUAL REPORTING

- 1) Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year.
- 2) Upon the completion of a project, the City of Fayetteville's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.

- 3) The City's Section 3 Coordinator will submit the Section 3 data to HUD through the Integrated Disbursement and Information System. Data will be reported per Section 3 activity. Submission of the annual Consolidated Annual Performance and Evaluation Report (CAPER) will satisfy the requirement for reporting.

C. REPORTING ON PROJECTS WITH MULTIPLE FUNDING SOURCES

- 1) For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, the sub-recipient will report on the project as a whole and will identify the multiple associated recipients.
- 2) For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the sub-recipient will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold. Refer to chart in [Appendix B](#).

10. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, the City encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. The City will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) The City will provide written documentation detailing the findings of the investigation. The City of Fayetteville will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint. If

complainants wish to have their concerns considered outside of the City a complaint may be filed with:

The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

11. Appendices

APPENDIX A: DEFINITIONS

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5. The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

- **1937 Act** means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*
- **Contractor** means any entity entering into a contract with:
 - (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
 - (2) A subrecipient for work in connection with a Section 3 project.
- **Labor hours** means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.
- **Low-income person** means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. **Note that Section 3 worker eligibility uses individual income rather than family/household income.**
- **Material supply contracts** means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.
- **Professional services** means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.
- **Public housing financial assistance** means assistance as defined in 24 CFR Part 75.3(a)(1).
- **Public housing project** is defined in 24 CFR 905.108.
- **Recipient** means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

- **Section 3** means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
- **Section 3 Business Concern** means:
 - (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
 - (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
 - (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.
- **Section 3 Coordinator** is the staff member tasked with overseeing all Section 3 responsibilities for the PHA/CD office.
- **Section 3 project** means a project defined in 24 CFR Part 75.3(a)(2).
- **Section 3 Worker** means:
 - (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - (ii) The worker is employed by a Section 3 business concern.
 - (iii) The worker is a YouthBuild participant.
 - (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
 - (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

- **Section 8-assisted housing** refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.
- **Service area or the neighborhood of the project** means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.
- **Small PHA** means a public housing authority that manages or operates fewer than 250 public housing units.
- **Subcontractor** means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.
- **Subrecipient** has the meaning provided in the applicable program regulations or in 2 CFR 200.93.
- **Targeted Section 3 Worker** has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

A targeted Section 3 Worker for a Public Housing Financial Assistance (24 CFR Part 75.11) Project means a Section 3 worker who is:

1. Employed by a Section 3 business concern;
2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past 5 years:
 - (i) A resident of public housing or Section 8 assisted housing
 - (ii) A resident of other public housing projects or Section 8 assisted housing managed by PHA that is providing the assistance; or
 - (iii) A YouthBuild Participant.

A targeted Section 3 Worker for Housing and Community Development financial Assistance (24 CFR 75.21) means a Section 3 worker who is:

1. A worker employed by a Section 3 Business Concern; or
2. A worker who currently fits or when hired fit at least one of the following categories, as documented in the past 5 years:
 - (i) Living within the service area of the neighborhood of the project
 - (ii) A YouthBuild Participant.

- **Very Low-Income Person** means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).
- **YouthBuild Programs** refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

APPENDIX B: MULTIPLE FUNDING SOURCES - CHART

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
Public Housing and Housing and Community Development	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	None *Any amount of PH assistance triggers Section 3	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75 Both - Must report on project as a whole and identify the multiple associated recipients
Multiple Sources of Housing and Community Development <i>(single or multiple recipients)</i>	Must follow subpart C of Part 75	Exceeds \$200,000 for Section 3 projects *LHCHHP exceeds \$100,000	Must follow subpart C of Part 75	Must follow subpart C of Part 75 Must report on project as a whole and identify the multiple associated recipients Must report to the applicable HUD program office, as prescribed by HUD

Appendix C: SECTION 3 BUSINESS CONCERN CERTIFICATION FOR CONTRACTING

This form will certify and track Section 3 Business Concerns seeking a preference in contracting.



SECTION 3 BUSINESS CONCERN CERTIFICATION

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

☐ Corporation

☐ Partnership

☐ Sole Proprietorship

☐ Joint Venture

Select from **ONE** of the following three options below that applies:

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the City of Parkersburg may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

☐ YES ☐ NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

The City of Fayetteville

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for the Fayetteville, NC, MSA FY 2022

Income Limits Category	FY 2022 Income Limits
Extremely Low Income Limits (30%)	\$14,000.00
Very Low Income Limits (50%)	\$23,350.00
Low Income Limits (80%)	\$37,350.00

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.

APPENDIX D: SECTION 3 PUBLIC HOUSING/SECTION 8 CERTIFICATION FORM

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 certification requirements listed in 24 CFR § 75.31. This form should be completed by either a representative of a Public Housing Authority, the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing.

Section 3 Public Housing/Section 8 Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736 OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 certification requirements listed in 24 CFR § 75.31. This form should be completed by either a representative of a Public Housing Authority, the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing.

Please provide the worker's information below:

Printed Name of Worker: _____

Street Address (*Not a PO Box*) Apt# City State Zip

Phone #: _____ Email: _____

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct information and certifies that the worker identified above is a participant in a PHA or Section 8 assisted housing program. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Housing Representative Signature

Date

APPENDIX E: SECTION 3 EMPLOYER CERTIFICATION FORMS

The attached forms are to be completed by representatives of Section 3 Employers to certify and track Section 3 and Targeted Section 3 Employees. The representative should complete either the Housing and Community Development Form (HUD-4736C) or Public Housing Form (HUD-4736D).

Section 3 Housing and Community Development Employer Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736A OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The in-formation will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please Provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address (Not a PO Box) _____ Apt# _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

____ Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*

____ Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)

____ Worker's residence is within the service area or neighborhood of the project

*Currently or at the time of hire if hired within the past 5 years.

Individual Income Limits for the Fayetteville, NC, MSA

Income Limits Category	FY 2022 Income Limits
Extremely Low Income Limits (30%)	\$14,250.00
Very Low Income Limits (50%)	\$23,350.00
Low Income Limits (80%)	\$37,350.00

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

Section 3 Employer Certification Form-Public Housing	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736B OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. This form is to be filled out by a representative of an employer of a Section 3 worker.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

____ Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*

____ Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)

*Currently or at the time of hire if hired within the past 5 years

Individual Income Limits for the Fayetteville, NC, MSA

Income Limits Category	FY 2022 Income Limits
Extremely Low Income Limits (30%)	\$14,000.00
Very Low Income Limits (50%)	\$23,350.00
Low Income Limits (80%)	\$37,350.00

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

APPENDIX F: SECTION 3 WORKER SELF-CERTIFICATION FORMS

These HUD forms certify and track Section 3 Workers and Targeted Section 3 Workers seeking a self-certification and/or a preference in employment. Section 3 Workers should complete either the Housing and Community Development Form (HUD-4736C) or the Public Housing Form (HUD-4736D).

Section 3 Worker Self-Certification-Housing and Community Development	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736C OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, any United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

Printed Name: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

To qualify as a Section 3 Worker, you must meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

- Income for the previous calendar year is below the income limit*
- A participant in a means-tested program such as public housing or Section 8-assisted housing
- A YouthBuild Participant*

*Currently or at the time of hire if hired within the past 5 years

Individual Income Limits for the Fayetteville, NC, MSA

Income Limits Category	FY 2022 Income Limits
Extremely Low Income Limits (30%)	\$14,000.00
Very Low Income Limits (50%)	\$23,350.00
Low Income Limits (80%)	\$37,350.00

☐ I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement you meet to be considered a Targeted Section 3 worker in the box below. If you select “Living within the service area or neighborhood of the project,” that selection will have to be confirmed by your employer. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

___ Living within the service area or neighborhood of the project (requires employer confirmation)*
___ YouthBuild participant*

*Currently or at the time of hire if hired within the past 5 years

☐ In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

Section 3 Worker Self-Certification Form- Public Housing	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736D OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification requirements. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or, the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

Printed Name: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

To qualify as a Section 3 Worker, you must self-certify that you meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

- Income for the previous calendar year is below the income limit*
- A participant in a means-tested program such as public housing or Section 8-assisted housing
- A YouthBuild Participant*

*Currently or at the time of hire if hired within the past 5 years

Individual Income Limits for the Fayetteville, NC, MSA

Income Limits Category	FY 2022 Income Limits
Extremely Low Income Limits (30%)	\$14,000.00
Very Low Income Limits (50%)	\$23,350.00
Low Income Limits (80%)	\$37,350.00

☐ I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement listed below you meet to be considered a Targeted Section 3 worker in the box below. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

____A participant in a means-tested program such as public housing or Section 8-assisted housing

____A YouthBuild participant*

*Currently or at the time of hire if hired within the past 5 years

☐ In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

APPENDIX G: TRACKING BUSINESS AND SECTION 3 LABOR HOURS

These HUD forms are excel spreadsheets that can be used to track Section 3 Business labor hours and Section 3 Worker Labor Hours. These forms should be completed together.

Section 3 Utilization Tracker: Business Labor Hours

U.S. Department of Housing and Urban Development
Office of Field Policy and Management

OMB 2501-0040
Expiration 04-30-2025
HUD Form 4737

Public reporting for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

FORM A: Business Labor Hours Tracking

Tracking of labor hours occurs throughout the project and is reported no later than the conclusion of the work for the identified business. This form is completed in conjunction with Form B for Section 3 Workers and Section 3 Targeted Workers labor hours. An alternative to this use of this form can be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

EXAMPLE	Business Name	Non-Section 3 Business	Section 3 Business (must be verified by recipient/subrecipient before contract is executed)	Total number of Section 3 worker or Section 3 business labor hours worked	Total targeted Section 3 worker labor hours. (Of the total Section 3 worker labor hours reported list total labor hours from Targeted Section 3 workers)	Total number of labor hours worked from non-Section 3 and Section 3 workers/Section 3 businesses	Section 3 Benchmark non-Section 3 businesses calculate column E divided by column G
A. Construction (HCD programs) or Capital Expenses (PHAs) (Enter labor hours for all construction contracts or subcontracts in the project. Note Section 3 requirements do not apply to material supply contracts.)						All Section 3 businesses report total in column E	All Section 3 business shall record 100% of total labor hours

	Business Name 1	x		50	25	500	10.0%
	Business Name 2	x		19		40	47.5%
	Business Name 3		x	120	20	120	100.0%
	Business Name 4		x	80		80	100.0%
B. Construction subtotal (Add all amounts in column E to display a subtotal for column E; Add all amounts in column G to display subtotal of all labor hours in column G)				269		740	36.4%
C. Professional Services/Recipients Professional Service/recipients Section 3 worker labor hours are only added to the total in column E <i>(Optional reporting, but is encouraged if it is Section 3 Business or Section 3 worker)</i>							
	Business Name 5		x	10			100.0%
	Business Name 6	x					
	Business Name 7	x		20			100.0%
	Business Name 8	x					
	Business Name 9	x		10			100.0%
D. Professional Services/Recipient Subtotal (Add all professional service/recipient hours reported in column E to display a subtotal for column E. This subtotal amount is added to the cumulative hours total in column E)				40			
E. Cumulative Project Labor Hours				309		740	41.8%
F. Benchmark met.							

Section 3 Utilization Tracker: Section 3 Labor Hours

U.S. Department of Housing and
Urban Development
Office of Field Policy and
Management

Expiration 04-30-2025

OMB 2501-0040
HUD
Form 4737A

Public reporting for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

FORM B: Section 3 Labor Hours Tracking

(Reporting for each Section 3 worker can occur throughout the project and as directed by the HUD recipient for the identified business(es)). An alternative to this use of this form can be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

Name of Business contracted on (Name of Project)	Identification of Section 3 Worker	Identification of Targeted Section 3 Worker	Date of hire or first reporting period	Total labor hours worked on a project per Section 3 Worker (Tracking of hours can be completed in a separate wage reporting system)
EXAMPLE				

	List or identify all Section 3 Workers for each contracted business. Documentation of a Section 3 Worker is completed outside of this form.	Indicate, by marking with an "X" if the worker has been identified as a Targeted Section 3 Worker. Documentation of a Targeted Section 3 Worker is completed outside of this form.	Enter either the date of hire or the date of the first reporting period after hire for each worker.	Enter number of hours worked by the individual employee over the duration of project.
Business Name	Section 3 Worker Name			
Business Name 1				
	Employee name 1	x	5/16/2021	10
	Employee name 2			
	Employee name 3			
Business Name 2				
	Employee name 4			
Business Name 3				
	Employee name 5	x		
Business Name 4				
	Employee name 6			
	Employee name 7	x		
Business Name 5				
Cumulative Project Labor Hours				

APPENDIX H: SECTION 3 UTILIZATION FORMS

These HUD forms are tools for projects to document Section 3 Labor House for Section 3 workers and Section 3 business concerns. These forms should be completed with the Tracking Business and Section 3 Labor Hours forms found in Appendix G. The representative should use either HUD form 4737B or 4737C.

HUD Section 3 Sample Utilization Tool

Public Housing Financial Assistance

Public reporting for this collection of information is estimated to average 1.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

This sample Utilization Tool is a sample tool for public housing entities and its contractors/subcontractors to document Section 3 labor hours for Section 3 workers and Section 3 business concerns. This document and accompanying Form 4737 and Form 4737A should be completed by businesses completing activities that utilize Public Housing funds. Please note that the procurement process and the Section 3 Worker or Section 3 business concern self-certification and verification process is completed outside of this plan.

Applicable Law

Section 3 rules apply on projects and expenses with the following public housing assistance, including:

- Development assistance pursuant to Section 5 of the Housing Act of 1937 (1937 Act),
- Operating funds pursuant to Section 9(e) of the 1937 Act,
- Capital funds for development, modernization, and management assistance pursuant to Section 9(d) of the 1937 Act,
- The entirety of a mixed-finance development project as defined in 24 CFR § 905.604, and/or
- Any public housing funding identified through a Notice of Funding Availability (NOFA) as outlined in 24 CFR 75.7.
 - Example: Choice Neighborhood implementation or planning grants or Jobs Plus/Family Self-sufficiency/Resident Opportunities and Self-Sufficiency Grants.
- Rental Assistance Demonstration (RAD) Projects

Section I Funding Information

HUD-funded entity: [PHA] _____

Subrecipient: [Department/Organization] _____

Primary contact name and title: _____

Primary contact email and phone: _____

Fiscal year: _____

Section II Funding Source

Work performed utilizing public housing financial assistance such as from any of the applicable laws listed above, may use this form as it pertains to the work of a procured contractor, subcontractor or subrecipient and reporting for this work.

Complete activities that apply to:

- development assistance pursuant to Section 5 of the Housing Act of 1937 (1937 Act),
- operating funds pursuant to Section 9(e) of the 1937 Act,
- capital funds for development, and modernization, and management assistance pursuant to Section 9(d) of the 1937 Act

If public housing financial assistance is provided, in any amount, to a mixed-finance development project as defined in 24 CFR § 905.604, **the entirety of the project** must report Section 3 utilization. This form may be used to report this information.

Public housing funding identified through a Notice of Funding Availability (NOFA) as outlined in 24 CFR §75.7 must report Section 3 utilization of business concerns and workers. Sample NOFAs include:

- Choice Neighborhood implementation; or
- Planning grants; or
- Jobs Plus/Family Self-sufficiency/Resident Opportunities and Self-Sufficiency Grants.

Select the name of HUD program that is providing funding and list the amount of funding in the project (if program is not listed, please use “other” option listed in the chart):

Name of HUD Program		Funded Amount
	Public Housing Financial Assistance	\$
	Housing and Community Development Funding (list program leveraging project costs _____)	\$
<i>Total Funded Amount</i>		\$

Section III Prioritization Requirements

Employment and Training

The PHA or other recipients receiving public housing financial assistance and their contractors or subcontractors will provide their best efforts to give any employment and training opportunities in connection with Section 3 and should give priority to Section 3 workers in the following order of priority:

1. Residents of the public housing project(s) for which the public housing financial assistance is expended;
2. Residents of the public housing project(s) managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
3. Participants in YouthBuild program(s); and
4. Persons of low- and very-low income residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

NOTE: No statement in this document is intended to require the contracting or employment of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of an available employment or training opportunity.

Contracting

The PHA or other recipients receiving public housing financial assistance and their contractors or subcontractors will provide their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in connection with public housing financial assistance.

Contracted businesses should make best efforts to give priority in the following order listed:

1. Section 3 business concerns that provide economic opportunities for residents of the public housing project(s) for which the public housing financial assistance is expended;
2. Section 3 business concerns that provide economic opportunities for residents of the public housing project(s) or Section-8 assisted housing managed by the PHA that is providing the assistance;
3. Participants in YouthBuild program(s); and
4. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

NOTE: No statement in this document is intended to require the contracting or procurement of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the bid or contract.

Section IV Identification and Recordkeeping for Section 3 Businesses

For each Section 3 Business that is completing construction or rehabilitation activities for the project identified in Section I, complete PHA Form 4737 for *each* contractor as instructed on the form. Certification will be documented prior to the execution of a contract. Certification documentation must be maintained by the recipient, subrecipient, contractor, or subcontractor for the appropriate record retention period found in 2 CFR Part 200.

NOTE: Professional service providers and recipient or subrecipient information may be entered on the form.

Form 4737 is intended to provide a template for PHAs, non-Section 3 businesses and Section 3 business concerns to record all labor hours to document compliance with Section 3 on the HUD-funded project. Each contractor must document the total number of labor hours and enter the specific amount of Section 3 business labor hours worked on the project.

NOTE: A business can also use a separate form or internal system that includes the same information on PHA Form 4737.

Section V Certification of Section 3 Worker and Targeted Section 3 Worker (PHA Form B)

PHA Form 4737A is intended to provide a template for PHAs, non-Section 3 Businesses, and Section 3 Businesses to record individual labor hours to document compliance with Section 3 on the HUD-funded project, should they choose to use this. The form tracks the total number of labor hours for each construction business and professional business that is contracted to complete work on the project.

NOTE: A business can also use a separate form or internal system that includes the same information on Form 4737A.

For each Section 3 Worker or Targeted Section 3 Worker that is contributing labor hours to complete construction or rehabilitation activities for the project identified in Section I, complete PHA Form 4737A for each worker with name and appropriate information. Individuals (Section 3 workers and Targeted Section 3 workers) only need to be verified once. Documentation and verification must be maintained by recipient or its designee(s) for the appropriate record retention period found in 2 CFR Part 200. (See PHA Form 4737A attached)

Section VI Certification

By signing this Section 3 Utilization Tool, [contractor/subcontractor] certifies that it meets the requirements of 24 CFR § 75.9 through § 75.17. [Contractor/subcontractor] agrees to make best efforts to ensure that employment, training, and contracting opportunities arising in connection with Section 3 are provided to Section 3 workers, Targeted Section 3 workers, YouthBuild participants, and Section 3 Business concerns that provide economic opportunities to Section 3 workers.

Printed Name of Signer

Date

Signature

Note: This form must be signed by a representative, officer, or agent of the entity or business signing and certifying this information.

HUD Section 3 Utilization Tool:

Section 3 Projects with HCD Funding

Public reporting for this collection of information is estimated to average 1.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The Utilization Tool is to document the Section 3 labor hours for Section 3 workers and Section 3 Business Concerns. This document and accompanying forms are to be completed by businesses, procured in accordance with program requirements, work on a Section 3 project. Please note that the procurement process and the Section 3 Worker or Section 3 business concern self-certification and verification process is completed outside of this plan.

Section I Project Information

HUD-funded entity: [State, County, City or Town] of _____
Subrecipient: [Department/Organization] _____
Prime/General Contractor: _____
Primary contact name and title: _____
Primary contact email and phone: _____
Project name or title: _____
Date funding awarded: _____

Section II Funding Source

Section 3 projects must report the amount of HUD funds awarded to a project. If the single or combined award of HUD-funding is \$200,000 or greater (or \$100,000 or greater from the programs noted with an asterisk) the remaining sections of the form must be completed.

A Section 3 project is the site or sites together with any building(s) and improvements on the site(s) that are under common ownership, management, and financing. Recipients are encouraged to include Section 3 requirements in any subrecipient agreement or contract where applicable HUD program funds are obligated or awarded.

Select name of HUD program (if program is not listed, please use “other” option listed in the chart) providing funding and list the amount of funding in the project:

Name of HUD Program	Funded Amount
☐ Community Development Block Grant (CDBG)	\$
☐ HOME Investment Partnership Grant	\$
☐ Emergency Shelter Grant (ESG)	\$
☐ Housing Opportunities for Persons with Aids (HOPWA)	\$
☐ Disaster Recovery Grant	\$
☐ Section 202/811	\$
☐ Housing Trust Fund	\$
☐ Self Help Ownership Program (SHOP)	\$
☐ Continuum of Care	\$
☐ Healthy Homes*	\$
☐ Lead Abatement Grant*	\$
☐ Other HUD funded programs (enter name of program)	\$
☐ Public Housing Funding	\$
☐ PH Operations Funds	\$
☐ PH Capital Funds	\$
☐ PH Moving to Work Funds	\$
☐ External Funds (non-HUD)	\$
<i>Total Funded Amount</i>	\$

The above table can also be found as a spreadsheet on Form 4737D

Please note, that recipients must require the contractor and/or subcontractor, to the greatest extent feasible, to ensure that employment and training opportunities and contracts for work arising in connection with Section 3 projects are provided to Section 3 workers and business concerns that provide economic opportunities to Section 3 workers within the metropolitan area or (nonmetropolitan county) in which the project is located.

Any employment and training or contracting opportunities in connection with Section 3 projects should give priority, to the greatest extent feasible, to the following:

1. Section 3 worker residing in or Section 3 business concern providing economic opportunities to Section 3 workers in the service area or neighborhood of the project; or
2. YouthBuild participants

The service area or neighborhood of the project means an area:

- Within one mile of the Section 3 project work site, or
- Within a circle centered on the Section 3 project work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census, if fewer than 5,000 people live within one mile of a Section 3 project.

Section III Identification and Recordkeeping for Section 3 Businesses

For each Section 3 Business that is completing work on the Section 3 project identified in Section I, complete the HCD Form 4737 with information for each contractor as instructed on the form. Each contractor must document the total number of labor hours and enter the specific amount of Section 3 business labor hours worked on the project. Certification will be documented prior to the execution of a contract. Professional service providers and recipient or subrecipient information may be entered. Certification documentation must be maintained by the recipient or the recipient must ensure that the subrecipient, contractor, or subcontractor maintains documentation for the required record retention period in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR Part 200. (See HCD Form 4737 attached)

Form 4737 is intended to provide a template for both non-Section 3 Businesses and Section 3 Businesses to record labor hours to document compliance on the Section 3 project. A business can also use a separate form or internal system to document compliance. Form 4737 tracks the total number of labor hours for each business that is contracted to complete work on the Section 3 project.

Section IV Identification and Recordkeeping for Section 3 Workers and Targeted Section 3 Workers

For each Section 3 worker that is employed on a Section 3 project, complete the Form 4737A with information for each contractor as instructed on the form. Each contractor must document the total number of labor hours and the total number of Section 3 worker and Targeted Section 3 worker labor hours worked on the project. Certification is documented outside of this form. Professional service providers and recipient or subrecipient information may be entered. Certification documentation must be maintained by the recipient or the recipient must ensure that the subrecipient, contractor, or subcontractor maintains documentation for the required record retention period in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR Part 200. (See Form 4737A attached)

Form 4737A is intended to provide a template for both non-Section 3 Businesses and Section 3 Businesses to record labor hours to document compliance on the Section 3 project. A business can also use a separate form or internal system to document compliance. Form 4737A tracks the total number of labor hours for each business that is contracted to complete work on the Section 3 project.

Section V Certification

By signing this Section 3 Utilization Tool, [contractor/subcontractor] certifies that it meets the requirements of 24 CFR § 75.19. To the greatest extent feasible, the undersigned agrees to provide employment and training opportunities and contracts for work arising in connection with

Section 3 projects to Section 3 workers and business concerns that provide economic opportunities to Section 3 workers within the metropolitan area or (nonmetropolitan county) in which the project is located.

Printed Name of Signer

Date

Signature

Note: This form must be signed by a representative, officer, or agent of the entity or business signing and certifying this information.

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APPENDIX E

NON-COLLUSION AFFIDAVIT

APPENDIX E

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA

_____, being first duly sworn, deposes
and says that:

1. He/She is the _____ of _____, the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a **collusive or sham** bid;
4. Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees, parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a **collusive or sham** bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Fayetteville or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, or parties in interest, including this affiant.

TITLE

Subscribed and sworn before me,
this___ day of_____,20___.

(SEAL)

Notary Public

My Commission Expires_____

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APPENDIX F

CERTIFICATION OF FINANCIAL CONDITION

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APPENDIX F: CERTIFICATION OF FINANCIAL CONDITION

Name of Contractor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Contractor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The Contractor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☐ The Contractor is current in all amounts due for payments of federal and state taxes and required employment- related contributions and withholdings.

- ☐ The Contractor is not the subject of any current litigation or findings of noncompliance under federal or state law.

- ☐ The Contractor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☐ He or she is authorized to make the foregoing statements on behalf of the Contractor.

Note: This shall constitute a continuing certification and Contractor shall notify the Owner within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Contractor shall explain the reason in the space below:

END OF SECTION

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APPENDIX G
QUALIFICATIONS OF
BIDDERS

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APPENDIX G- QUALIFICATIONS OF BIDDERS

In order to assist the Owner in determining whether the Bidder is qualified to perform the Work, as set forth in the Contract Documents, the Bidder shall furnish the following information as an attachment to the Bid Form to assist the owner in evaluating the Bidder's qualifications.

Years Bidder has been in business providing similar services to that as outlined in these Bid Documents under the same business name and legal entity: _____

List **three (3)** Project References who are qualified to judge as to the Bidder's financial responsibility and his experience in providing similar equipment and performing work within the last five (5) years of a similar nature to that as outlined in these Bid Documents.

PROJECT REFERENCE

A. Project Name:

B. Owner Name and Contact Information:

C. Project Description:

D. Bidder's Role in Project:

E. Contract Date Started (approximate):

F. Date Project was Substantially Complete (approximate):

G. Dollar Value of Construction (approximate):

Bidder shall attach additional pages, if necessary, in order to complete the required information.

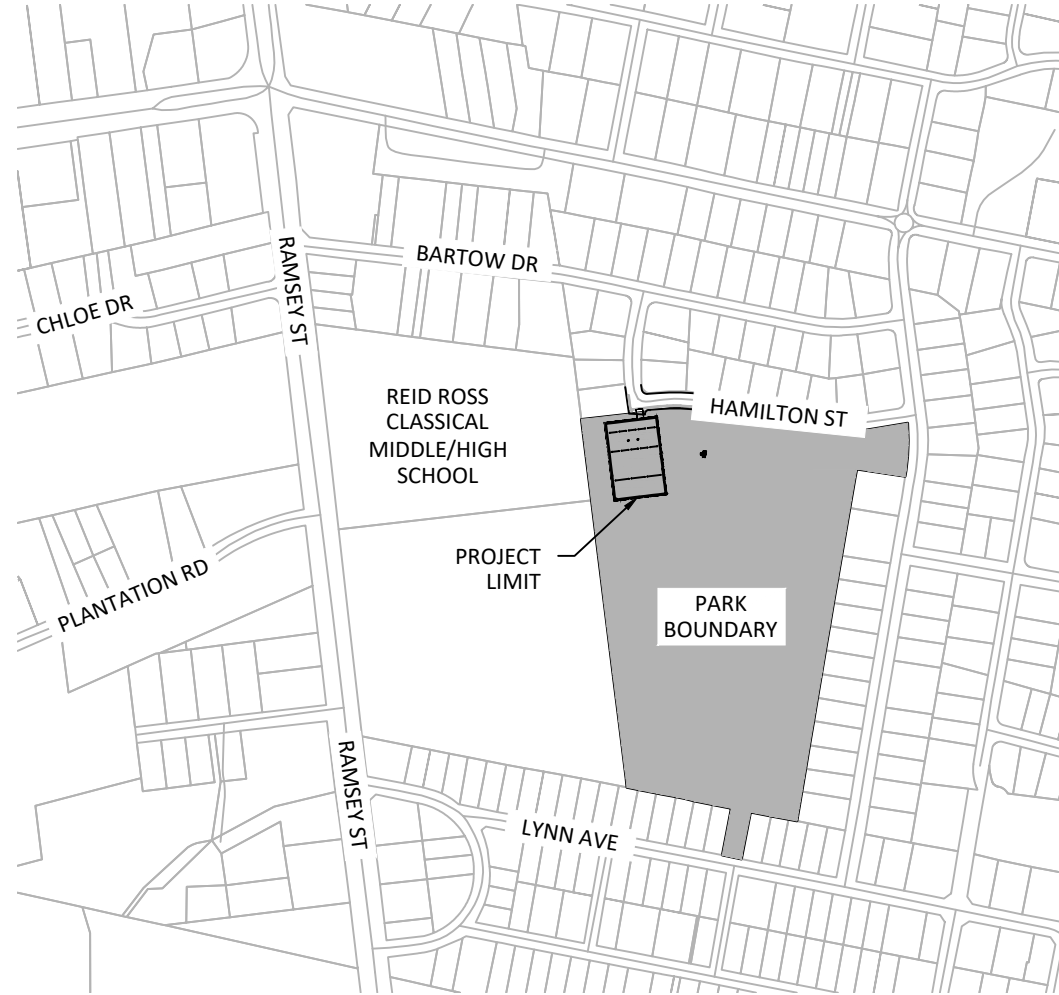
APPENDIX H - Index of Drawings

CITY OF FAYETTEVILLE TOKAY PARK PICKLEBALL CONVERSION

ISSUED FOR CONSTRUCTION

DEVELOPMENT SUMMARY

NAME: TOKAY PARK PICKLEBALL CONVERSION
ADDRESS: 328 HAMILTON ST
FAYETTEVILLE, NC 28301
OWNER: CITY OF FAYETTEVILLE
CHRISTOPHER CAULEY
ChristopherCauley@FayettevilleNC.gov
PREPARED BY: BOLTON & MENK, INC.
418 S DAWSON ST
RALEIGH, NC 27601
PARCEL PIN/REAL ESTATE ID#: 0439-71-7664
COUNTY: CUMBERLAND
STATE: NC
ZONING: SINGLE-FAMILY RESIDENTIAL 10 (SF-10)
ADJACENT PROPERTY ZONING: SF-10 (NORTH)
SF-10 (EAST)
SF-6 (SOUTH)
SF-10 (WEST)
EXISTING USE: SPORTS COURT
PROPOSED USE: SPORTS COURT
TOTAL LOT AREA: 20.24 AC
PROJECT LIMIT: +/- 0.96 AC

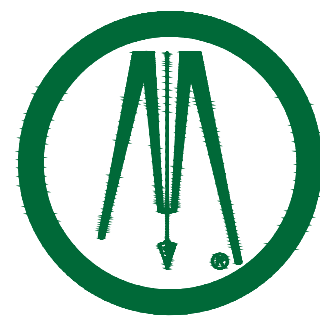


VICINITY MAP (SCALE: 1" = 600')

Sheet List Table	
Sheet Number	Sheet Title
C0.00	COVER SHEET
C1.00	SITE DEMOLITION PLAN
C2.00	SITE PLAN
C3.00	GRADING PLAN
C8.00	SITE DETAILS
C8.01	CITY OF FAYETTEVILLE DETAILS

GENERAL NOTES

- PROJECT IS UNDER 1 AC OF DISTURBED AREA, THEREFORE NO EROSION CONTROL REVIEW IS REQUIRED BY THE STATE.
- PROJECT TEAM ASSUMES NO SITE REVIEW FOR PERMITTING REQUIRED FOR PROPOSED WORK.
- CONTRACTOR RESUMES RESPONSIBILITY FOR ALL REQUIRED PERMITTING AS A RESULT OF REVISIONS TO THE PLANS DURING CONSTRUCTION.



**BOLTON
& MENK**

418 SOUTH DAWSON STREET
RALEIGH, NC 27601
Phone: (919) 719-1800
Email: Raleigh@bolton-menk.com
www.bolton-menk.com

CITY OF FAYETTEVILLE

433 HAY STREET, FAYETTEVILLE
NC 28301

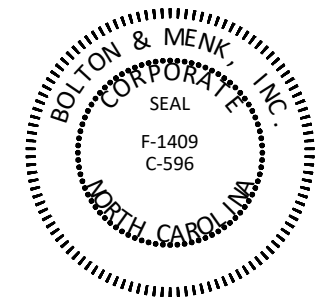
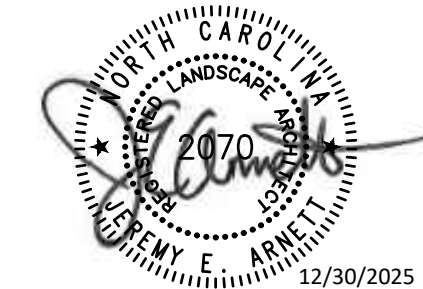
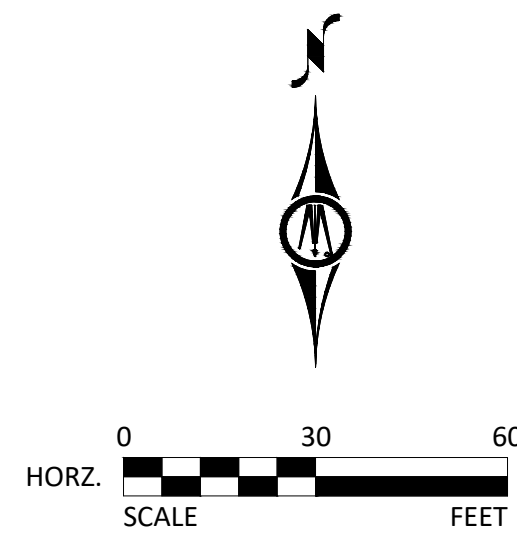
**TOKAY PARK TENNIS
AND PICKLEBALL
CONVERSION**

328 Hamilton St, Fayetteville, NC 28301

COVER SHEET

PROJECT NO:
25X.140841.000

REVISIONS:



DATE: 12/30/2025
DESIGNED BY: JA, PK
DRAWN BY: PK
CHECKED BY: JA

C0.00

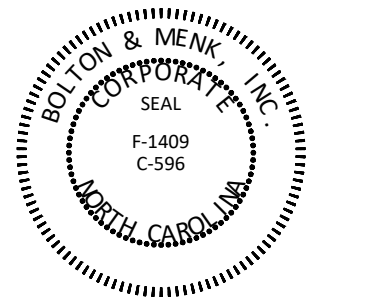


CITY OF FAYETTEVILLE

TOKAY PARK TENNIS AND PICKLEBALL CONVERSION

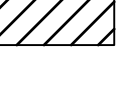
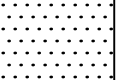
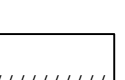
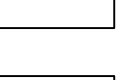
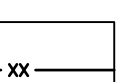
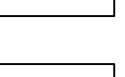
SITE DEMOLITION PLAN

REVISIONS:



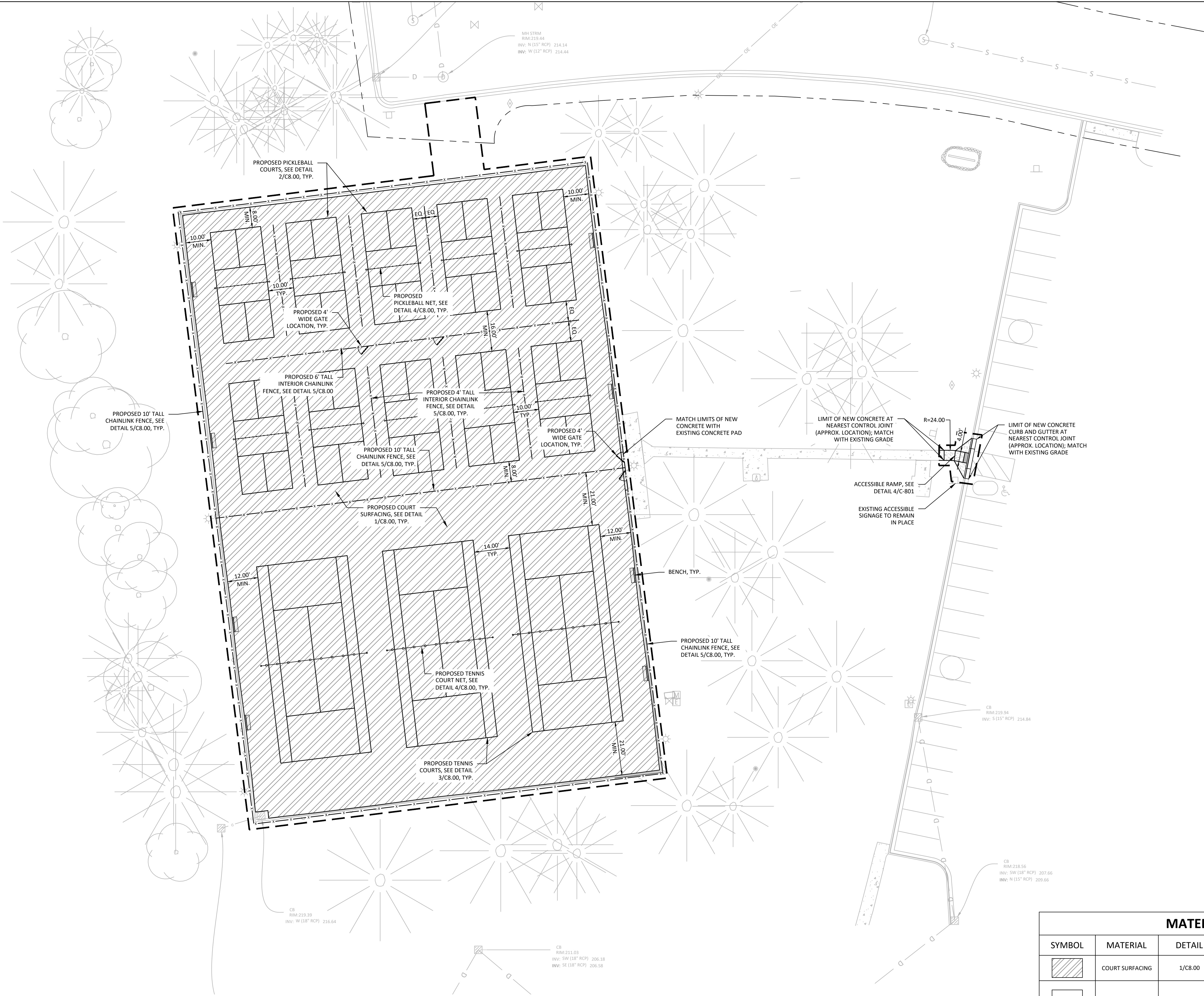
C1.00



SYMBOL		
	CONCRETE TO BE REMOVED	-/-
	COURT SURFACING AND ASPHALT BASE TO BE REMOVED, AGGREGATE SUB-BASE TO REMAIN	-/-
	CURB TO BE REMOVED	-/-
	FENCE AND POSTS TO BE REMOVED	-/-
	4' HT. HEAVY DUTY ORANGE POLYETHYLENE CONSTRUCTION FENCING	-/-
	HIGH HAZARD TEMPORARY SILT FENCE	7/C8.01
	PROJECT LIMIT/ LIMITS OF DISTURBANCE	-/-

DEMOLITION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION AND SEQUENCING OF DEMOLITION AS DESCRIBED BY THESE DOCUMENTS AND SPECIFICATIONS. CONTRACTOR IS TO OBTAIN ALL PERMITS.
2. THE CONTRACTOR SHALL VERIFY THE EXISTENCE, LOCATION, AND DEPTH OF ALL BURIED UTILITIES (ELECTRICAL, MECHANICAL, WATER, SEWER, TELECOMMUNICATION, GAS, ETC.) WITHIN THE CONSTRUCTION AREA PRIOR TO ANY EXCAVATION. UTILITIES ARE ILLUSTRATED FOR INFORMATION PURPOSES ONLY. THE OMISSION OF, OR INCLUSION OF, UTILITY LOCATIONS ON THE PLANS IS NOT TO BE CONSIDERED AS THE NON-EXISTENCE OR DEPTH OF LOCATION OF ANY UTILITIES AND UTILITIES, PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY AND MEET WITH ALL UTILITY OWNERS WHOSE FACILITIES WILL BE AFFECTED TO DETERMINE UTILITY LOCATIONS. THE CONTRACTOR SHALL PROTECT ALL UTILITIES FROM DAMAGE CAUSED BY HIS OPERATIONS OR THOSE OF HIS AGENTS. DAMAGE TO EXISTING UNDERGROUND UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ANY REQUIRED UTILITY DEMOLITION OR RELOCATION WITH THE APPLICABLE UTILITY OWNER. THE CONTRACTOR SHALL COORDINATE THIS WORK WITH THE RESPECTIVE UTILITY OWNERS SO AS NOT TO ADVERSELY AFFECT THE PROJECT SCHEDULE.
4. ALL MATERIAL GENERATED BY THE DEMOLITION WILL BE HAULED FROM THE SITE AND DISPOSED OF PER LOCAL ORDINANCES.
5. ALL EXISTING CONCRETE PAVEMENT, SIDEWALK AND/OR CURB AND GUTTER SHALL BE REMOVED TO THE NEAREST EXISTING CONTROL JOINT BEFORE THE LIMIT OF DEMOLITION SHOWN ON THE PLAN. WHERE NO EXISTING CONTROL JOINTS ARE PRESENT WITHIN FIVE FEET OF THE LIMIT OF DEMOLITION, CONCRETE PAVEMENTS SHALL BE SAW-CUT.
6. SITE PARKING SHALL REMAIN OPEN AND UNOBSTRUCTED TO TRAFFIC AT ALL TIMES.
7. CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL DURING CONSTRUCTION PER WORK AREA TRAFFIC CONTROL HANDBOOK STANDARDS. (W.A.T.C.H.)
8. CONTRACTOR SHALL REPAIR OR REPLACE ANY ADJACENT CONCRETE CURBING AND/OR SIDEWALK DAMAGED AS PART OF DEMOLITION PROCESS.



LEGEND

SYMBOL	DETAIL
	PROPOSED SIDEWALK 2/C-801
	PROPOSED ACCESSIBLE RAMP 4/C-801
	PROPOSED COURT SURFACING 1/C-800
	PROPOSED 2'-0" CURB & GUTTER TO MATCH EXISTING 1/C-801
	PROPOSED CHAINLINK FENCE 5/C-800
	PROPOSED PICKLEBALL NET 4/C-800
	PROPOSED TENNIS COURT NET 4/C-800

STAKING AND MATERIALS NOTES

- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE AT 90 DEGREES UNLESS OTHERWISE NOTED.
- ANY DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS SHALL BE CALLED TO THE ATTENTION OF THE OWNER AND ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL CONTACT ALL OWNERS OF UTILITIES, EASEMENTS, AND RIGHTS-OF-WAY, PUBLIC AND PRIVATE, PRIOR TO WORKING IN THESE AREAS.
- ALL ASPHALT PAVING SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES, LATEST EDITION.
- CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS AS SHOWN ON THE PLANS.
- ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- NO DEMOLITION LANDFILLS ALLOWED ON SITE.
- CONTRACTOR TO COORDINATE ALL REQUIRED PERMITTING.

MATERIALS AND FURNISHING SCHEDULE

SYMBOL	MATERIAL	DETAIL	SPECIFICATION	BASIS OF DESIGN MANUFACTURER
	COURT SURFACING	1/C8.00	NON-CUSHIONED LIQUID APPLIED ACRYLIC SURFACE SYSTEM	SEE SPECIFICATION 32 12 16
	CHAINLINK FENCE	5/C8.00	BASIS OF DESIGN: FRAMEWORK: STEEL WIRE MATERIAL: STEEL COLOR: BLACK	SEE SPECIFICATION 32 31 13
	PICKLEBALL NET	4/C8.00	BASIS OF DESIGN: NET MATERIAL: POLYETHYLENE POST OD: 3-1/2" POST MATERIAL: GALVANIZED STEEL POST COLOR: BLACK	SEE SPECIFICATION 11 68 33
	TENNIS COURT NET	4/C8.00	BASIS OF DESIGN: NET MATERIAL: POLYETHYLENE POST OD: 3" POST MATERIAL: GALVANIZED STEEL POST COLOR: BLACK	SEE SPECIFICATION 11 68 33
	BENCH		BASIS OF DESIGN: MATERIAL: ALUMINUM COLOR: SILVER	THE PARK AND FACILITIES CATALOG

MATERIALS & FURNISHINGS SCHEDULE DISCLAIMER: ALL MANUFACTURERS LISTED ARE THE BASIS-OF-DESIGN PRODUCTS. SEE PROJECT SPECIFICATIONS FOR FULL LIST OF MANUFACTURERS.



**BOLTON
& MENK**

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RALEIGH, NC 27601
Phone: (919) 719-1800
Email: Raleigh@bolton-menk.com
www.bolton-menk.com

CITY OF FAYETTEVILLE

433 HAY STREET, FAYETTEVILLE
NC 28301

**TOKAY PARK TENNIS
AND PICKLEBALL
CONVERSION**

328 Hamilton St, Fayetteville, NC 28301

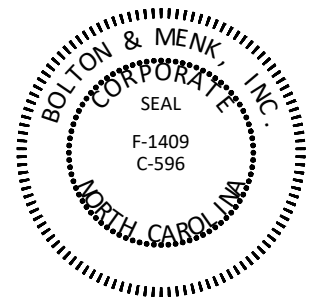
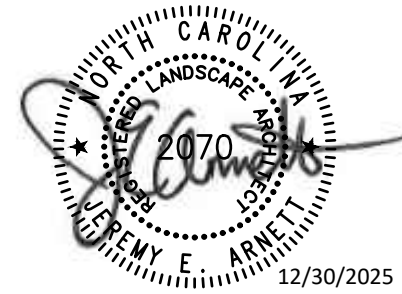
SITE PLAN

PROJECT NO:
25X.140841.000

REVISIONS:



0 20 40
HORZ. SCALE FEET



DATE: 12/30/2025
DESIGNED BY: JA, PK
DRAWN BY: PK
CHECKED BY: JA

C2.00



<u>SYMBOL</u>	<u>DETAIL</u>
	PROPOSED CONTOUR -/-
	PROPOSED INDEX CONTOUR -/-
	PROPOSED SPOT ELEVATION -/-

1. CONTRACTOR SHALL CONTACT INSPECTOR 48 HOURS BEFORE CONSTRUCTION.
2. ON-SITE BURIAL PITS REQUIRE A PERMIT.
3. ANY GRADING BEYOND THE DENULDED LIMITS INDICATED ON THE CONSTRUCTION DOCUMENTS IS A VIOLATION OF EROSION CONTROL ORDINANCES AND IS SUBJECT TO A FINE.
4. GRADING MORE THAN ONE ACRE WITHOUT AN APPROVED EROSION CONTROL PLAN IS A VIOLATION OF EROSION CONTROL ORDINANCES AND IS SUBJECT TO A FINE.
5. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ON ADJACENT PROPERTIES, WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING. PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNER(S).
6. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO OWNER ANY DISCREPANCIES FOUND BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS AND SHALL WAIT FOR INSTRUCTION PRIOR TO PROCEEDING.
7. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES IN THE FIELD PRIOR TO BEGINNING CONSTRUCTION.
8. LIMITS OF CLEARING SHOWN ON GRADING PLAN ARE BASED UPON THE APPROXIMATE CUT AND FILL SLOPE LIMITS, OR OTHER GRADING REQUIREMENTS.
9. ALL ELEVATIONS ARE IN REFERENCE TO THE SITE BENCHMARK. CONTRACTOR SHALL VERIFY THE BENCHMARK PRIOR TO GROUND BREAKING.
10. THE PROPOSED CONTOURS AND SLOPE ELEVATIONS SHOWN WITHIN ROADWAYS, PARKING LOTS, AND SIDEWALKS ARE REFLECTED FIELD ELEVATIONS INCLUDING PAVEMENT. REFER TO PAVEMENT CROSS SECTION DATA TO ESTABLISH CORRECT SUBBASE OR AGGREGATE BASE COURSE ELEVATIONS TO BE COMPLETED UNDER THIS CONTRACT.
11. GRADES SHALL BE ESTABLISHED TO PROVIDE A SMOOTH SURFACE, FREE FROM IRREGULAR SURFACE CHANGES. GRADING SHALL COMPLY WITH COMPACTATION REQUIREMENTS AND GRADE CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED. WHERE NO SPOT GRADES ARE INDICATED, THE GRADE SHALL BE ESTABLISHED BASED ON INTERPOLATION OF THE ELEVATIONS BETWEEN ADJACENT SPOT GRADES WHILE MAINTAINING APPROPRIATE TRANSITION AT STRUCTURES AND PAVING, AND UNINTERRUPTED DRAINAGE FLOW INTO INLETS.
12. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE SUCH THAT RUNOFF WILL DRAIN BY GRAVITY FLOW ACROSS NEW GRADED AREAS TO NEW OR EXISTING DRAINAGE INLETS, OR SHEET OVERLAND.
13. ALL SIDEWALKS, STOOPS, TERRACES AND OTHER PAVED AREAS SHALL SLOPE AWAY FROM BUILDING(S) AT 2.0% MAXIMUM.
14. BOLTON & MENK, INC., HAS NOT PERFORMED ANY GEOTECHNICAL EVALUATIONS OF THE SUBJECT PROPERTY AND HAS NOT MADE ANY DETERMINATIONS AS TO THE SUITABILITY OF SITE FOR USE AS FILL BENEATH PROPOSED BUILDINGS, DRIVEWAYS, PARKING AREAS, OR OTHER FOR OTHER USES. ALL EARTHWORK SHALL BE COMPLETED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A QUALIFIED GEOTECHNICAL ENGINEER WHO SHALL BE RETAINED BY THE OWNER.
15. ALL FILL SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED. ALL FILL WITHIN LIMITS OF GRADING AND PAVEMENT AREAS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DENSITY WITHIN THE TOP 12 INCHES AND A MINIMUM 95% OF MAXIMUM STANDARD PROCTOR DENSITY BELOW 12-INCH DEPTH. FILL WITHIN LANDSCAPED AREAS SHALL BE COMPACTED TO MINIMUM 90% OF MAXIMUM STANDARD PROCTOR DENSITY. MAXIMUM WET WEIGHT OF SOILS IN PLACE ACCORDING TO ASTM D2922 AND ASTM D2937, AS APPLICABLE. REFER TO GEOTECHNICAL ENGINEER'S REPORT FOR ADDITIONAL EARTHWORK SPECIFICATIONS AND REQUIREMENTS.
16. FOR SLOPE CONSTRUCTION 3:1 AND STEEPER AND EXCEEDING 5 FEET IN VERTICAL HEIGHT, THE CONTRACTOR SHALL COORDINATE WITH A GEOTECHNICAL ENGINEER ON THE SUITABILITY OF SOILS PLANNED FOR THESE SLOPES AND FOLLOW RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER FOR SLOPE CONSTRUCTION. ALL SUCH SLOPES SHALL BE TRACKED TOP TO BOTTOM AND STABILIZED WITH A ROLLED EROSION CONTROL BLANKET CONSISTING OF POLYPROPYLENE NETTING AND A STRAW/COCONUT FIBER MATRIX, STAKED TO MANUFACTURER'S RECOMMENDATIONS. TOP SOIL PLACEMENT ON SLOPES SHALL BE INSTALLED IN A BENCHED PATTERN.
17. ALL PROJECT SUBGRADE SHALL BE INSPECTED BY THE GEOTECHNICAL ENGINEER. IF THE GEOTECHNICAL ENGINEER DETERMINES THAT UNSATISFACTORY SOILS IS PRESENT, THE UNSATISFACTORY MATERIAL SHALL BE REMOVED AND REPLACED WITH COMPACTED BACKFILL. SUCH ADDITIONAL AUTHORIZED EXCAVATION SHALL BE PAID FOR ACCORDING TO THE CONTRACT PROVISIONS FOR UNIT PRICES.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL FILL AND BACKFILL MATERIAL WITHIN 3 PERCENT OF THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D 698. SOIL MATERIAL THAT EXCEEDS IN PLACE ACCORDING TO ASTM D2922 AND ASTM D2937, AS APPLICABLE, IS TOO WET TO COMPACT TO THE SPECIFIED DRY UNIT WEIGHT, SHALL BE SCARIFIED AND AIR DRIED, LIMB STABILIZED, OR REMOVED AND REPLACED.
19. CONTRACTOR SHALL PROVIDE ALL DETERMINING MEASURES NECESSARY, INCLUDING WELL POINTS, PUMP PUMPS, TEMPORARY SHORING, ETC., TO ENSURE COMPLETION OF STABLE EXCAVATION AND BACKFILL OPERATIONS. GROUNDWATER SHALL BE MAINTAINED A MINIMUM OF 2 FT. BELOW THE BOTTOM OF ALL EXCAVATIONS.
20. CONTRACTOR SHALL CONSULT WITH THE GEOTECHNICAL ENGINEER AND PROVIDE ANY AND ALL SHORING DETERMINED TO BE NECESSARY TO PROTECT EXISTING BUILDING FOUNDATIONS OR OTHER ADJACENT IMPROVEMENTS.
21. OWNER SHALL ENGAGE A QUALIFIED INDEPENDENT GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM FIELD QUALITY CONTROL TESTS. TESTING AGENCY SHALL TEST THE WEIGHT OF SOILS IN PLACE ACCORDING TO ASTM D2922 AND ASTM D2937, AS APPLICABLE. TEST SHALL BE PERFORMED AT EACH COMPACTED BACKFILL LAYER AT A RATE OF NOT LESS THAN ONE TEST FOR EACH 250 SF OF FILL AREA OR ONE TEST PER EACH 100 LF OF WALL OR TRENCH LENGTH.
22. ALL GRADED OR DISTURBED AREAS BEYOND THE LIMITS OF PAVING, SIDEWALKS, BUILDINGS, ETC., THAT ARE NOT OTHERWISE LANDSCAPED PER THE LANDSCAPING PLAN, SHALL BE STABILIZED WITH SEEDING LAWN OR TURF. SEEDING SHALL BE ACCORDING TO THE SPECIFICATION. CONTRACTOR SHALL MAINTAIN SEEDED AREAS UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.

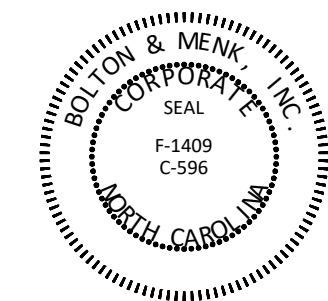
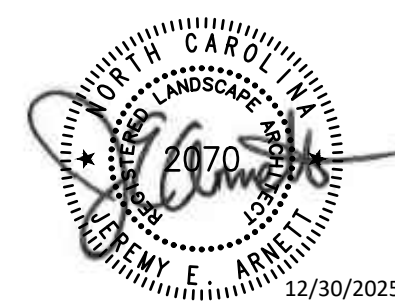
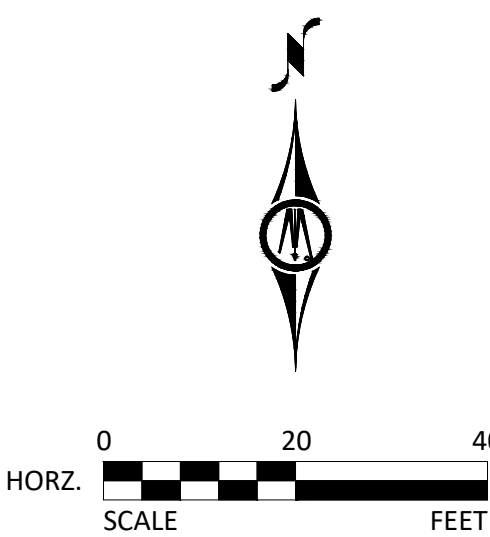


433 HAY STREET, FAYETTEVILLE
NC 28301

328 Hamilton St, Fayetteville, NC 28301

PROJECT NO:
25X.140841.000

REVISIONS

C3.00



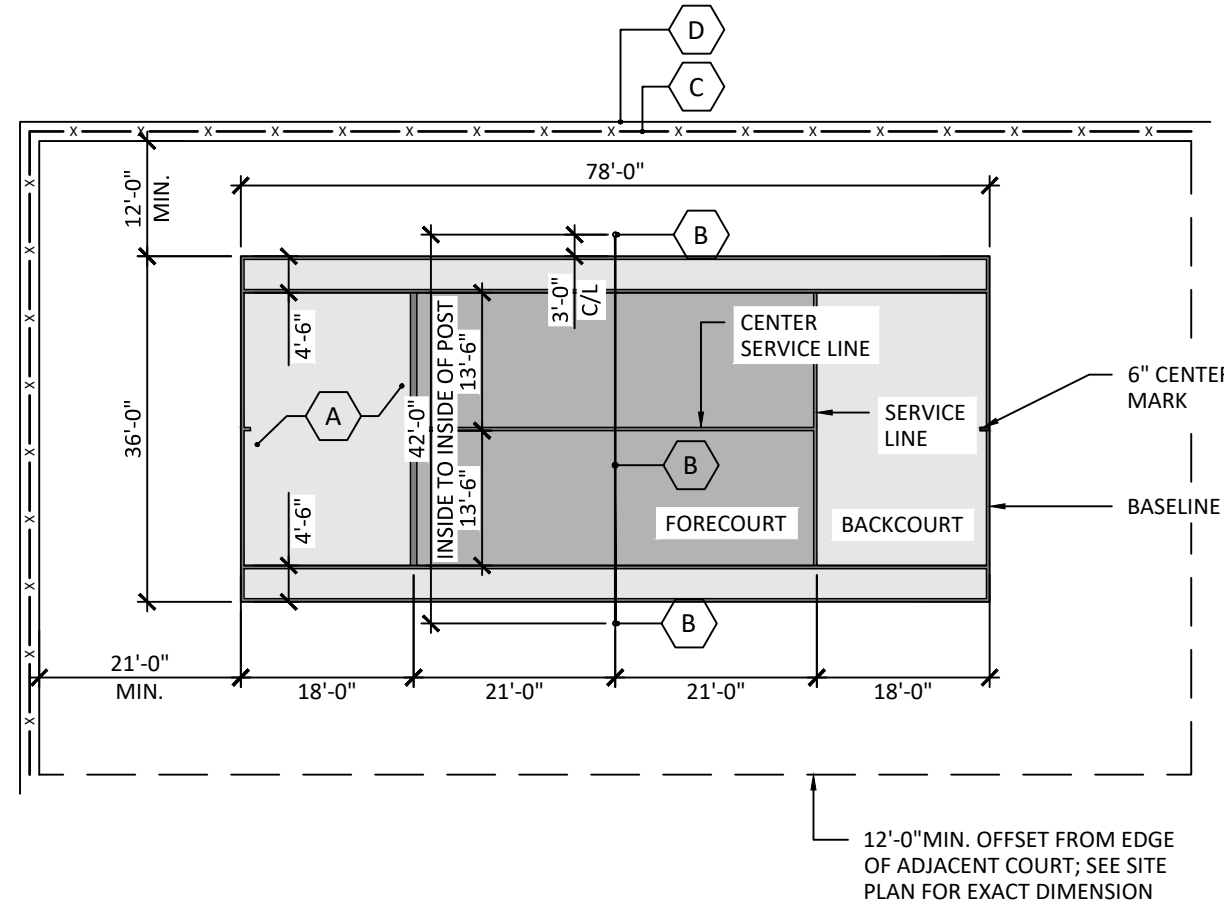
CITY OF FAYETTEVILLE

TOKAY PARK TENNIS AND PICKLEBALL CONVERSION

SITE DETAILS

REVISIONS

KEYNOTE	DESCRIPTION
	PLAY SURFACE. SEE DETAIL 1/C8.00.
	TENNIS COURT NET. SEE DETAIL 4/C8.00.
	SPORT COURT FENCING. SEE DETAIL 3/C8.00.
	SOLID CMU BLOCK CURB. SEE DETAIL 6/C8.00.

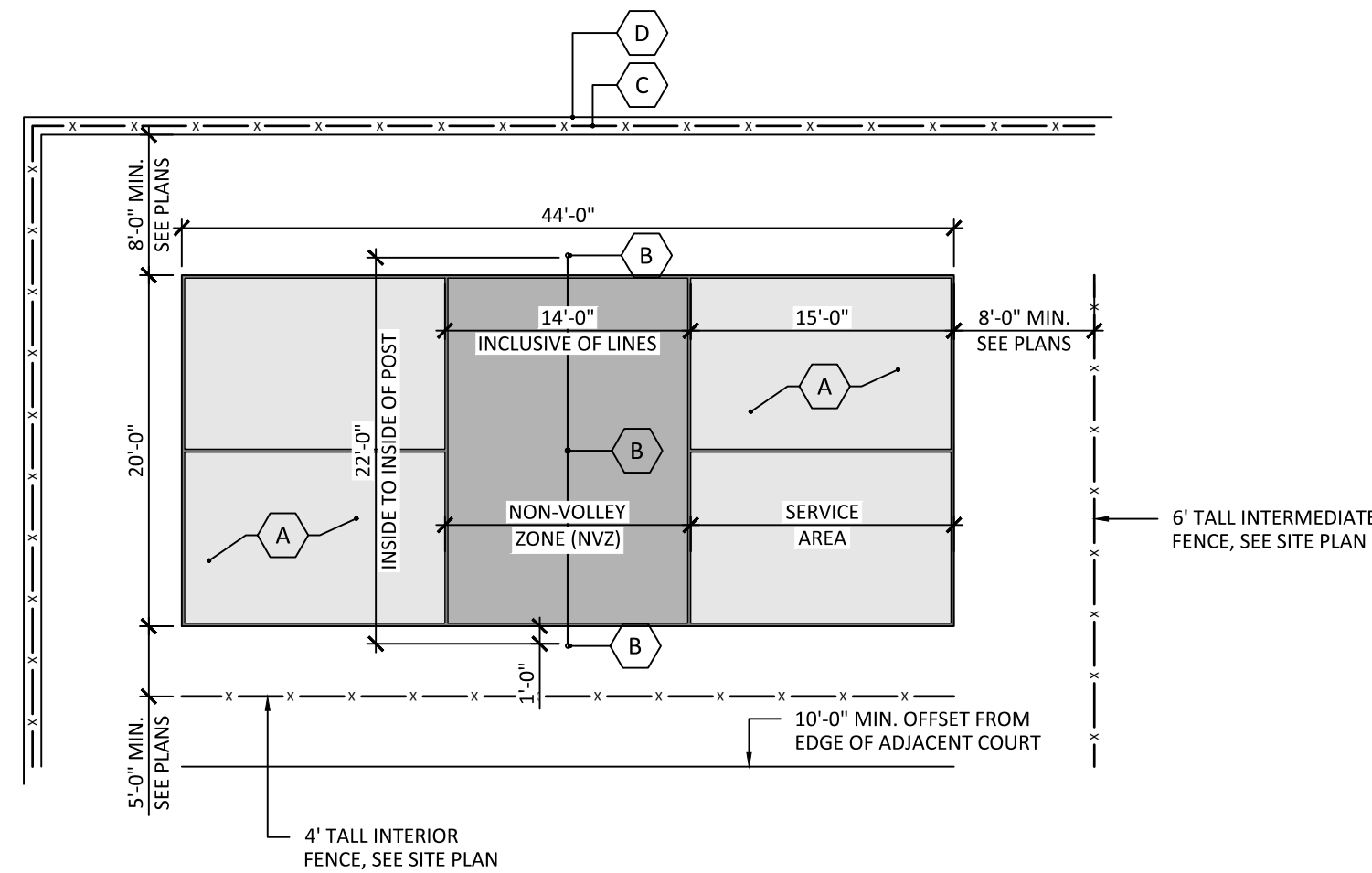


SCALE: 1" = 20'-0"

3 DETAIL

3. SEE SITE PLAN FOR LOCATION, QUANTITY AND LAYOUT OF COURTS.

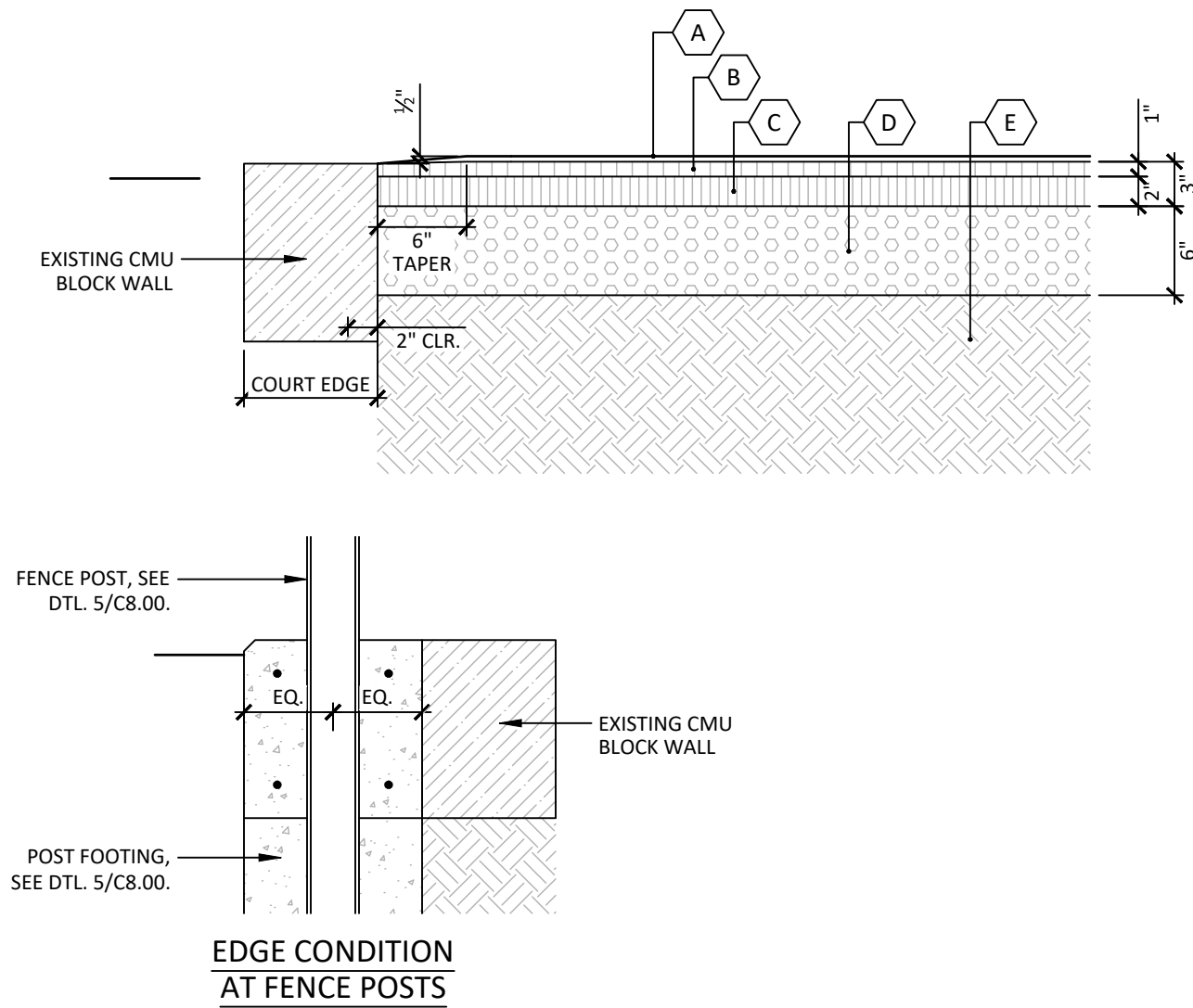
KEYNOTE	DESCRIPTION
	COURT SURFACE. SEE DETAIL 1/C8.00.
	PICKLEBALL NET. SEE DETAIL 4/C8.00.
	SPORT COURT FENCING. SEE DETAIL 5/C8.00.
	SOLID CMU BLOCK CURB. SEE DETAIL 6/C8.00.



SCALE: 1" = 10'-0"

2 Detail

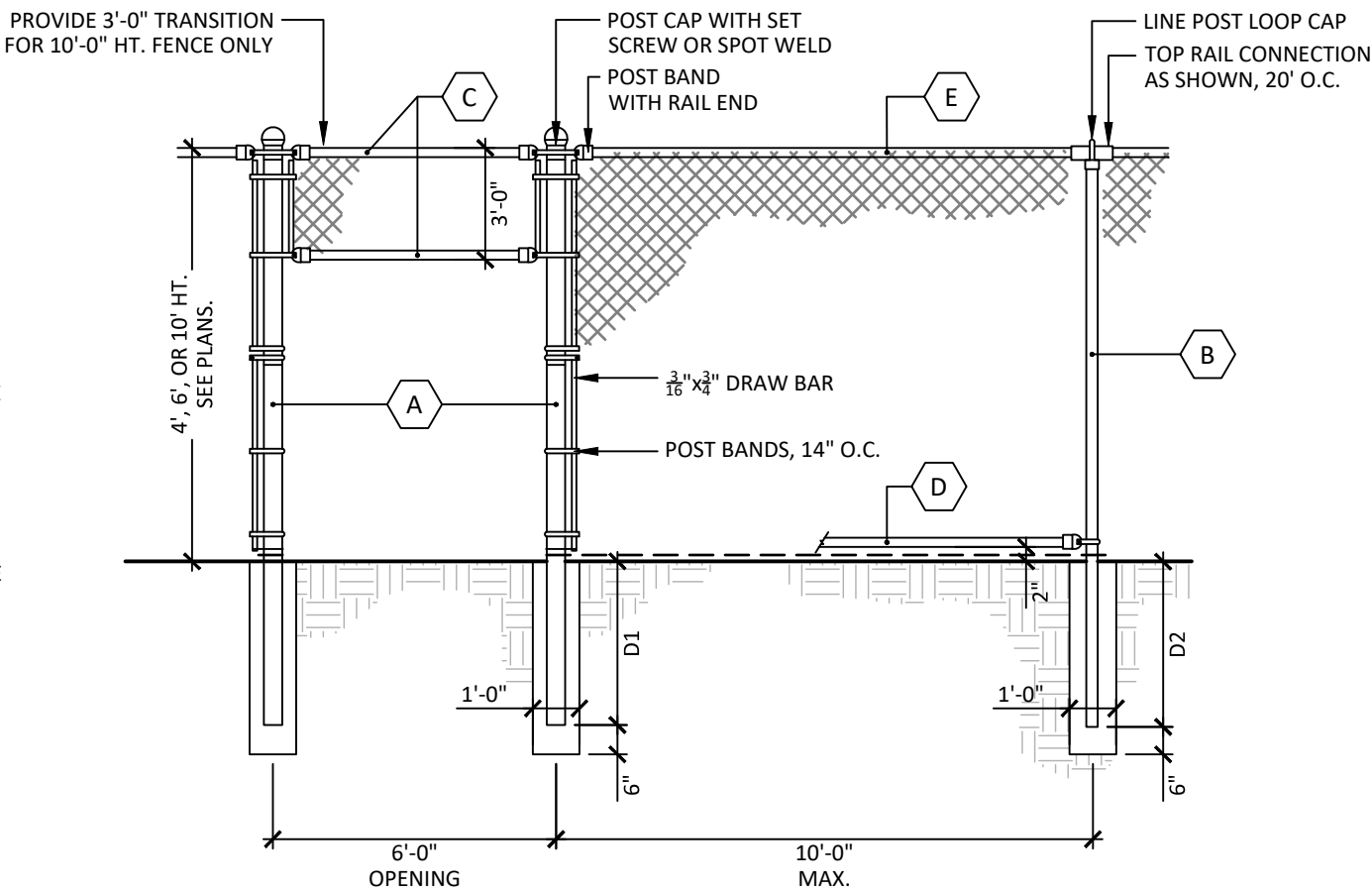
KEYNOTE	DESCRIPTION
A	NON CUSHIONED LIQUID APPLIED ACRYLIC SURFACE SYSTEM. BASIS OF DESIGN PRODUCT IS THE SPORTMASTER ACRYLIC RESILFURFACE PRODUCT MANUFACTURED BY SPORTMASTER SPORT SURFACES.
B	COMPACTED ASPHALT SURFACE COURSE, TYPE S 9.5B
C	COMPACTED ASPHALT LEVELING COURSE, TYPE I 19.0C
D	AGGREGATE BASE COURSE COMPACTED TO 100% MOD. PROCTOR DENSITY.
E	SUBGRADE TOP 12" TO BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.



SCALE: 1" = 1'-0"

1) DETAIL

KEYNOTE	DESCRIPTION
A	TERMINAL POST. GALV. STEEL PIPE AT ALL CORNERS, INTERSECTIONS, CHANGES OF DIRECTION, AND 200' O.C. 3'-4" HT: 2 $\frac{3}{8}$ " O.D. 10' HT: 3 $\frac{3}{8}$ " O.D.
B	LINE POST. GALV. STEEL PIPE 3'-4" HT: 1 $\frac{1}{2}$ " O.D. 10' HT: 2 $\frac{1}{2}$ " O.D.
C	TOP RAIL 1 $\frac{1}{2}$ " GALV. PIPE. 2.27 LBS/LIN.FT.
D	BOTTOM RAIL 1 $\frac{1}{8}$ " O.D. GALV. STEEL PIPE.
E	BLACK VINYL-COATED CHAINLINK FENCE. 1 $\frac{1}{4}$ "x1 $\frac{1}{2}$ "x8ga. MESH, FASTER WITH 9ga. TW. WIRE. 1st" O.C. CHAINLINK MESH SHALL BE KNUCKLED AT TOP AND BOTTOM.

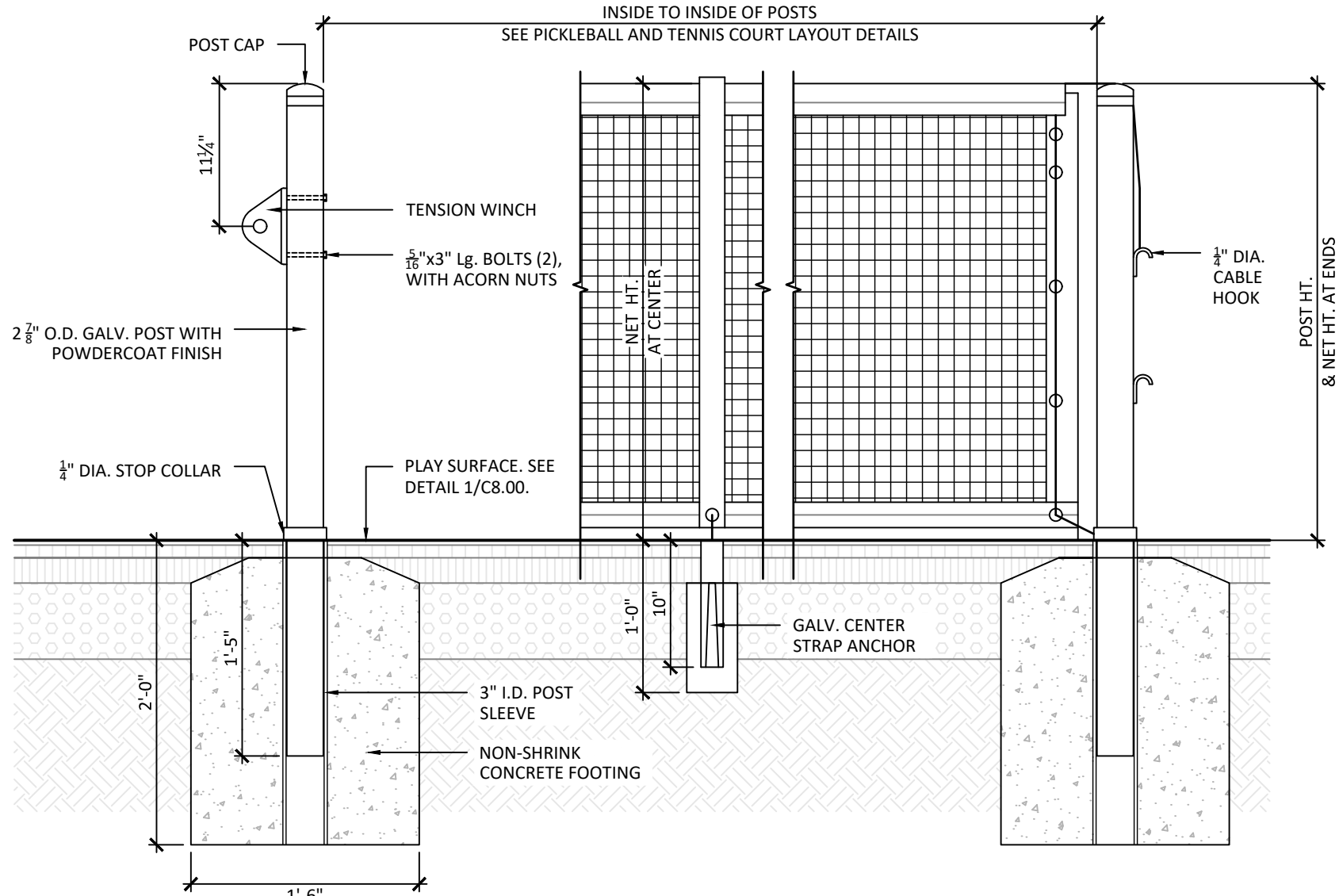


FOOTING DEPTH		
FENCE HT.	D1	D2
4'-0"	2'-6"	2'-0"
6'-0"	3'-0"	2'-6"
10'-0"	3'-6"	3'-0"

SCALE: 1" = 4'-0"

Detail

NET AND POST HEIGHT		
TYPE	NET HT. AT CENTER	NET AND POST HT. AT ENDS
PICKLEBALL	2'-10"	3'-0"
TENNIS	3'-0"	3'-6"



SCALE: 1" = 1'-0"

4 Detail

NOT USED

NOT USED

NOT USED

NOT USED

NOT USED

C8.00



CITY OF FAYETTEVILLE

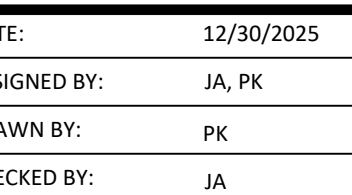
TOKAY PARK TENNIS AND PICKLEBALL CONVERSION

CITY OF FAYETTEVILLE DETAILS

REVISIONS

12/30/2025

12/30/2029



C8.01

NOT USED

24" CURB & GUTTER DETAIL