



CITY OF FAYETTEVILLE, NORTH CAROLINA  
**INVITATION TO BID – CONSTRUCTION**

**Blue Street Office Building Renovation  
ITB No. COF1517006**

**DATE ISSUED: July 1, 2026  
BIDS DUE: July 23, 2026, at 1:00 PM ET**

**FUNDING SOURCE: Local**  
**ISSUED BY:** City of Fayetteville, North Carolina  
**PRIMARY CONTACT: Kimberly Toon, Purchasing Manager**  
KimberlyToon@fayettevillenc.gov  
**(910) 433-1942**

*OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.*

**A MESSAGE FROM THE CITY OF FAYETTEVILLE CITY MANAGER, DR. DOUGLAS J. HEWETT, ICMA-CM**

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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, to the extent allowed by applicable federal and state law

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

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## NOTICE TO BIDDERS

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Pursuant to N.C.G.S. 143-129, sealed bids will be received by the City of Fayetteville, until **1:00 p.m., July 23, 2026**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be publicly opened and read aloud for the following:

### **Blue Street Office Building Renovation — Project No. COF1517006**

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

Plans, specifications, and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, or by email request to KimberlyToon@fayettevillenc.gov. Bid Documents are also posted at: <https://www.fayettevillenc.gov/City-Departments/Finance/Purchasing/Bid-Opportunities>.

The advertisement for this Invitation to Bid was published at least seven (7) full days before the bid opening date in a newspaper of general circulation and/or electronically in accordance with G.S. 143-129(b).

**THIS PROJECT IS FUNDED SOLELY WITH CITY OF FAYETTEVILLE GENERAL FUND / LOCAL FUNDS.** No federal funding is involved. Federal terms and conditions — including Davis-Bacon prevailing wage requirements and federal Buy American provisions — do not apply to this contract.

Questions regarding this bid must be submitted in writing by e-mail to Kimberly Toon, Purchasing Manager, at COFBiddingQuestions@fayettevillenc.gov no later than 5:00 p.m. on the deadline stated in the ITB Schedule. Bidders are expressly prohibited from contacting any City of Fayetteville official or employee except through the designated channel above.

The City reserves the right to reject any or all bids and to waive all informalities or irregularities, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract, and to award the contract to the lowest responsive and responsible bidder whose bid conforms to all material requirements of the Invitation to Bid.

**City of Fayetteville**

**Kim Toon, CLGPO — Purchasing Manager**

## SECTION 1: INTRODUCTION & GENERAL INSTRUCTIONS

### 1.1 Intent of Invitation to Bid

The purpose and intent of this Invitation to Bid (ITB) is to solicit competitive sealed bids from qualified, licensed general contractors to renovate the existing Blue Street Senior Center for use as City offices. The construction work includes demolition and renovation of interior finishes and reroofing of the 6,628sf building as well as similar renovations to the Auxiliary Building (2,337sf) as a bid alternate. The resulting contract is expected to deliver a completely renovated building(s) ready for occupancy for office use.

The following documents constitute this ITB:

- This document (base ITB and all sections)
- Section 5: NC Construction Procurement Terms and Conditions
- Section 6: Subcontractor Requirements and Flow-Down Terms
- Section 7: HUB/SDBE Program Requirements
- Section 8: Scope of Work / Technical Specifications
- Section 9: Respondent Information Sheet
- Section 10: Bid Response Form
- All required Attachments (A through L)

### 1.2 Background

The City of Fayetteville plans to renovate and reuse the former Blue Street Senior Center and adjacent Auxiliary (cafeteria) Building into offices for use by City staff. The site is located at 739 Blue Street Fayetteville, NC 28301.

### 1.3 ITB Schedule

Action / Event	Responsibility	Date / Time
Mandatory Pre-Bid Conference / Site Walk-Through	City & Bidders	Wednesday, July 08, 2026, at 10:00am
Deadline for Written Questions	Bidders	Tuesday, July 14, 2026 at 5:00pm
City Response to Questions / Addendum Posted	City of Fayetteville	Thursday, July 16, 2026, at 2:00pm
Bid Submission Deadline	Bidders	Thursday, July 23, 2026, at 1:00pm
Public Bid Opening	City of Fayetteville	Thursday, July 23, 2026, at 1:00pm
Evaluation / Responsibility Review	City of Fayetteville	Tuesday, July 28, 2026, at 4:00pm
Anticipated Award / Council Approval	City of Fayetteville	Tuesday, August 5, 2026, at 10:00am
Contract Execution	City of Fayetteville	Tuesday, August 18, 2026, at 10:00am
Notice to Proceed	City of Fayetteville	TBD

*All dates are subject to change. Any modifications will be communicated via addendum.*

#### **1.4 Pre-Bid Meeting (MANDATORY)**

**Attendance at the Pre-Bid Meeting and Site Walk-Through is MANDATORY.** The meeting will be held at the project site at 739 Blue Street in the main meeting room, on the date listed in the ITB Schedule above. Contractors who fail to attend will be deemed non-responsive and their bids will not be accepted. Late arrivals will not be permitted to sign in, participate in the site visit, or have their bid considered.

Any information shared during the meeting must be confirmed by written addendum to constitute part of the official ITB.

#### **1.5 Vendor Registration**

All vendors wishing to do business with the City of Fayetteville must register through the City's Vendor Portal at [Doing Business with the City | City of Fayetteville, N.C.](#) . A completed W-9 must be submitted with registration. Contractors must hold a valid NC General Contractor's License (G.S. 143-128(a1)) at the time of bid submission.

## SECTION 2: BID SUBMISSION REQUIREMENTS

### 2.1 Submission of Bids

Bids must be submitted in a sealed package clearly marked:

**"ITB No. COF1517006 – Blue Street Office Building Renovation"**

Each bidder must provide:

- **One signed hard copy of the complete bid delivered either in person or by mail by the bid date and deadline.**

#### **Paper/mail submissions:**

City of Fayetteville – Purchasing Office

**Attn: Kim Toon, Purchasing Manager**

433 Hay Street, Fayetteville, NC 28301

**IMPORTANT:** Late bids, regardless of cause, will not be accepted or considered. G.S. 143-129(b) requires that bids be sealed; opening a sealed bid prior to the time set for opening constitutes a Class 1 misdemeanor.

### 2.2 Bid Contents

The bidder's complete bid submission shall include the following items in the order listed. Failure to include any required item may result in the bid being deemed non-responsive.

#### **Required Bid Documents:**

- **Completed Bid Response Form (Section 10)** — fully executed by authorized representative, total bid amount in figures and words
- **Bid Bond (Attachment J)** — 5% of total bid amount
- **List of Subcontractors (Attachment I)** — all first-tier subcontractors and major suppliers
- **NC General Contractor License** — copy of current valid license
- **Non-Collusion Certification (Attachment F)**
- **Debarment, Suspension & Responsibility Certification (Attachment G)**
- **SDBE & HUB Program Forms (Attachment C)** — including HUB Affidavits A, B, and C (Attachment L)
- **Certification of Financial Condition (Attachment D)**
- **Qualifications / References (Attachment B)** — three construction project references
- **Pending Litigation Disclosure (Attachment H)**
- **Location of Workers (Attachment E)**
- **Acknowledged Addenda** — all addenda issued prior to bid due date

#### **Post-Award Required Documents (within 10 days of award):**

- **Performance Bond & Payment Bond (Attachment J)** — 100% each
- **Certificate(s) of Insurance (required levels specified in Section 2.7)**
- **Executed Contract** — Draft Construction Contract provided as Attachment K
- **E-Verify Compliance Certification**

- **NC Secretary of State Registration** (if required)

**2.3 Request for Clarification**

All questions must be submitted in writing to Kim Toon, CLGPO at COFBiddingQuestions@fayettevillenc.gov by the deadline in the ITB Schedule. Responses will be issued as written addenda posted to the City’s procurement website. Oral responses are not authoritative. (G.S. 143-129(b).)

**2.4 Addenda**

The City may issue written addenda to modify or clarify any part of this ITB. All addenda will be posted on the City’s procurement website. It is the Bidder’s responsibility to check for addenda. Bids must acknowledge receipt of all addenda issued.

**2.5 Withdrawal of Bids**

Bids may be withdrawn in writing prior to the bid opening. Withdrawal after the deadline is permitted only if the price was based on a substantial material or clerical error, in accordance with N.C.G.S. 143-129.1.

**2.6 Public Records**

All materials submitted become public records subject to the North Carolina Public Records Law (G.S. Chapter 132) upon contract award, except for information properly designated as a trade secret under G.S. 66-152 or otherwise exempt under G.S. 132-1.2.

**2.7 Insurance Requirements**

The awarded contractor shall not commence work until all required insurance is in place. The following minimum coverages are required; specific limits are shown as fill-in fields because they may be adjusted based on project size, scope, and risk. Insurance requirements are subject to revision by the City’s Risk Manager on a project-specific basis.

Coverage Type	Minimum Limits (Fill In Per Project Risk)
<b>Commercial General Liability (ISO #CG 00 01)</b>	<b>\$1,000,000.00</b> per occurrence / <b>\$2,000,000.00</b> aggregate
<b>Automobile Liability (ISO #CA 00 01)</b>	<b>\$1,000,000.00</b> combined single limit per accident
<b>Workers’ Compensation &amp; Employers’ Liability</b>	Statutory NC limits; Employers’ Liability <b>\$500,000</b>
<b>Builder’s Risk / Installation Floater (if applicable)</b>	Contractor shall provide Builder’s Risk insurance covering the value of the work in place and materials on site, written for the full replacement value of the project scope. Coverage is required only for the work being performed, not for the replacement value of the existing building.
<b>Umbrella / Excess Liability (if required)</b>	<b>\$5,000,000</b> per occurrence / <b>\$10,000,000</b> aggregate

All insurers must be licensed in North Carolina and rated A-VII or better by A.M. Best. The City of Fayetteville must be named as Additional Insured on CGL, Auto, and Umbrella policies. Certificates must include 30 days’ prior written notice of cancellation to the City Purchasing Office. All subcontractors must carry equivalent minimum coverages.

## 2.8 Contractor Licensing

Pursuant to N.C.G.S. 87-1 and G.S. 143-128(a1), any contractor submitting a bid for construction work must hold a valid General Contractor's License issued by the NC Licensing Board for General Contractors, with a classification and license limitation appropriate for this project. Proof of license must be included with the bid.

## 2.9 Conflict of Interest

Bidders must disclose any relationship between their firm and any City of Fayetteville employee, official, or Council member. Undisclosed conflicts may result in disqualification. See also G.S. 14-234.

## 2.10 City's Reserved Rights

The City of Fayetteville expressly reserves the right to:

- **Reject any or all bids** in whole or in part, for any reason or for no reason, without liability to any Bidder (G.S. 143-129(b))
- **Waive minor informalities or technicalities** that do not affect price, time, or a material requirement
- **Cancel or withdraw this ITB** at any time prior to contract execution, with no obligation to any Bidder
- **Re-advertise** if fewer than three responsive bids are received or no bid is in the best interest of the City
- **Conduct site visits or inspections** of a Bidder's facilities or operations prior to or during the contract term

No bid shall be binding on the City until a formal written contract is fully executed by both parties.

## SECTION 3: EVALUATION OF BIDS

### 3.1 Award Standard — Lowest Responsive, Responsible Bidder

Pursuant to N.C.G.S. 143-128 and 143-129, construction contracts shall be awarded to the lowest responsive, responsible bidder. The criteria below are pass/fail responsibility factors. Award goes to the lowest-priced responsive bidder who satisfies all responsibility criteria.

### 3.2 Responsiveness and Responsibility Criteria

Criterion	Weight	Pass/Fail
Technical Approach & Understanding of Construction Scope	20%	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Qualifications, Experience & Construction References	20%	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Project Team & Key Personnel	15%	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Proposed Project Schedule / CPM	10%	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
SDBE / HUB Small Business Participation	10%	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Cost / Price Proposal (Base Bid + Alternates)	25%	Lowest = Award
TOTAL	100%	

*Note: The City reserves the right to adjust weighting through written addendum prior to the bid due date.*

### 3.3 Evaluation Process

- All bids received by the deadline will be logged and time-stamped.
- An evaluation committee will review bids against the published criteria.
- **All responsive bidders** shall furnish the following within five (5) business days of written request: (a) Certification of Financial Condition (Attachment D); (b) three (3) completed project references of similar scope (Attachment B); (c) proof of valid NC General Contractor’s License; (d) evidence of ability to obtain required bonds; and (e) evidence of required insurance coverage.
- A recommendation will be prepared for approval by the City Manager and/or City Council as required by the Local Government Budget and Fiscal Control Act (G.S. Chapter 159).
- Award will be posted to the City’s procurement website.

### 3.4 Confidentiality During Evaluation

While this ITB is under evaluation, Bidders are prohibited from communicating with any City employee, official, or Council member regarding bid content or evaluation outcomes. Violations may result in disqualification.

## SECTION 4: AGREEMENT & GENERAL CONDITIONS

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### 4.1 Contract Term

Any contract resulting from this ITB shall commence upon issuance of the Notice to Proceed and continue until Final Completion and acceptance. Estimated contract duration: **180** calendar days.

### 4.2 Contract Execution

No contract shall be deemed awarded until a formal written agreement is executed by both parties (G.S. 160A-16). Contracts at the formal bidding threshold require a pre-audit certification by the Finance Officer pursuant to G.S. 159-28 before execution.

### 4.3 Availability of Funds

This contract is contingent upon appropriation of funds by the Fayetteville City Council per the Local Government Budget and Fiscal Control Act (G.S. Chapter 159). If funds are not appropriated, the City may terminate without penalty.

### 4.4 Non-Discrimination / Equal Opportunity

The Contractor shall not discriminate against any individual and shall comply with all applicable Federal and State requirements concerning fair employment, including Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act, and Executive Order 24 (2017). The City is an equal opportunity employer and requires the same of its contractors.

### 4.5 E-Verify Compliance

As required by G.S. 64-26, the awarded contractor certifies that it and each of its subcontractors complies with Article 2 of Chapter 64 of the NC General Statutes, including the E-Verify requirement for employers with more than 25 employees in North Carolina.

### 4.6 NC Secretary of State Registration

Prior to entering into a contract with the City, the awarded Bidder must be registered to do business in North Carolina with the NC Secretary of State if required by G.S. 55-15-01 (corporations) or G.S. 57D-7-01 (LLCs). Evidence of registration must be provided within **10** business days of award notification. Register at <https://www.sosnc.gov>.

### 4.7 Collusive Bidding

The Bidder's signature on the Bid Response Form constitutes a guarantee that prices were arrived at independently, without collusion with other bidders, in compliance with G.S. 143-54. Violation may constitute a criminal offense under G.S. 75-2 (NC antitrust statutes).

### 4.8 General Indemnity

The Contractor shall defend, indemnify, and hold harmless the City of Fayetteville, its officers, employees, and agents from any claims, losses, damages, or liabilities arising from the Contractor's performance or failure to perform under this contract, including claims arising from the acts or omissions of subcontractors.

### 4.9 ADA Compliance and Accessibility Requirements

All construction work performed under this contract must comply with applicable federal and North Carolina accessibility requirements, including but not limited to:

- **Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §12131 et seq.:** Applies to all public entities. All new construction and alterations must be readily accessible to and usable by individuals with disabilities.
- **2010 ADA Standards for Accessible Design:** Applies to all new construction and alterations to places of public accommodation and commercial facilities. The Contractor shall design and construct all elements in conformance with these Standards.
- **North Carolina Building Code, Chapter 11 — Accessibility (2018):** Based on ICC/ANSI A117.1-2017. All construction shall comply with Chapter 11 of the North Carolina Building Code, including requirements for accessible routes, entrances, parking, toilet facilities, and other elements as applicable to the project type.
- **G.S. 143-136 and G.S. 143-138 — NC State Building Code Authority (Chapter 11 Accessibility):** North Carolina law requires that all buildings and facilities used by the public and constructed with public funds be designed and constructed to be accessible to and usable by physically handicapped persons. Contractor shall ensure compliance with these provisions throughout the project.
- **Public Rights-of-Way Accessibility Guidelines (PROWAG):** For any construction affecting public sidewalks, crosswalks, curb ramps, or other pedestrian infrastructure, the Contractor shall comply with PROWAG and NCDOT design standards for accessible pedestrian facilities.
- **Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794):** If this project receives or is associated with federal financial assistance, Section 504 requires that no qualified person with a disability shall be excluded from or denied the benefits of participation.
- **Temporary Accessible Routes During Construction:** The Contractor shall maintain accessible routes for pedestrians during construction. Temporary routes must comply with ADA and PROWAG requirements, including minimum 60" clear width, firm and stable surfaces, and appropriate signage. Closure of accessible routes requires prior written approval from the City.
- **Path of Travel Obligations (ADA Alterations):** When alterations are made to a primary function area, the Contractor shall ensure that the path of travel to the altered area (including restrooms, telephones, and drinking fountains serving the altered area) is made accessible to the extent required by ADA and NC Building Code, unless the cost is disproportionate (exceeding 20% of the alteration cost).
- **G.S. 168A-1 et seq. — NC Persons with Disabilities Protection Act:** The Contractor and all subcontractors shall comply with the NC Persons with Disabilities Protection Act prohibiting discrimination against persons with disabilities in employment and public services.

The Contractor shall immediately notify the City in writing if any proposed design, construction method, or site condition would create an accessibility barrier or would result in non-compliance with the above requirements. Failure to comply with applicable accessibility requirements shall be grounds for rejection of work and may require removal and replacement at Contractor's expense.

#### 4.10 Assignment and Subcontracting

The awarded Contractor shall not assign, transfer, or subcontract any portion of this agreement without prior written consent of the City. Any change to the approved subcontractor list MUST be immediately reported to the City Purchasing Manager in writing BEFORE the substitute or new subcontractor begins work. See Section 6.

#### 4.11 Termination

**4.11.1 Termination for Cause:** The City may terminate for cause upon written notice specifying the cause and effective date. The Contractor shall have ten (10) days to cure.

**4.11.2 Termination for Convenience:** The City may terminate for convenience upon 30 days' written notice. The Contractor shall be compensated for work properly performed to the termination date, including reasonable demobilization costs.

#### **4.12 Dispute Resolution**

The parties agree to resolve disputes informally and in good faith. Claims by the Contractor shall be submitted in writing to the City's Contract Manager within 21 days of the event giving rise to the claim. All disputes are governed by the laws of North Carolina; venue is Cumberland County.

#### **4.13 Notification of Legal Issues**

The awarded Contractor must promptly notify the City in writing of any legal actions, investigations, bankruptcy filings, or regulatory sanctions that may affect performance. Failure to provide timely notification may result in contract termination.

## SECTION 5: NC CONSTRUCTION PROCUREMENT TERMS AND CONDITIONS

*This Section sets forth the North Carolina statutory and regulatory requirements governing all construction contracts with the City of Fayetteville. All provisions are mandatory and non-negotiable. Applicable statutes include N.C.G.S. Chapters 143, 44A, 22C, 87, and 159.*

### 5.1 Formal Bidding Requirements — G.S. 143-128 and 143-129

All construction contracts with a cost exceeding \$500,000 are subject to formal bidding requirements. The City shall publicly advertise all such projects; bids must be submitted in sealed form and opened publicly. Separate prime bids shall be taken for General Construction, Plumbing, HVAC, and Electrical when applicable, unless a single-prime method is specified in the ITB.

### 5.2 Performance Bond and Payment Bond — G.S. 44A-26 and 44A-27

The successful bidder shall furnish, within ten (10) calendar days of contract award, the following bonds from a surety authorized in NC with an A.M. Best rating of A-VII or better:

- **Performance Bond:** 100% of the contract price, conditioned upon faithful performance of the contract
- **Payment Bond:** 100% of the contract price, conditioned upon prompt payment for all labor, materials, and equipment (G.S. 44A-27)

Failure to furnish required bonds within the specified time shall be cause for rejection of the bid and forfeiture of the bid security.

### 5.3 Bid Security / Bid Bond

Each bid shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of the total bid amount, payable to the City of Fayetteville. Bid security will be returned to unsuccessful bidders after contract execution.

### 5.4 Retainage — G.S. 143-134.1

- Five percent (5%) retainage shall be withheld from each progress payment until the contract is fifty percent (50%) complete.
- After 50% completion, retainage shall not be withheld from any subsequent progress payment, provided the Contractor continues to perform satisfactorily, in accordance with G.S. 143-134.1.
- Upon Substantial Completion, the City shall release retainage except for an amount not to exceed two and one-half times (250%) the estimated value of the work remaining to be completed, in accordance with G.S. 143-134.1, subject to all required lien waivers and closeout documents.
- Per G.S. 22C-3, the prime contractor shall not withhold retainage from subcontractors in excess of the percentage withheld from the prime by the City.

### 5.5 Prompt Payment — G.S. Chapter 22C (NC Prompt Pay Act)

The City shall make progress payments within 30 days of a properly submitted pay application. The prime contractor shall pay each subcontractor within seven (7) days of receipt of payment from the City for work performed by that subcontractor. Interest at one percent (1%) per month applies to late payments per G.S. 22C-5 and G.S. 143-134.1.

### 5.6 Change Orders and Modifications

No change shall be authorized except by a written Change Order executed by both parties. Changes shall be priced by: (a) lump sum; (b) unit prices; or (c) cost-plus with a maximum markup of 15% for overhead and profit on the contractor's own work, and 10% on subcontractor costs. Claims for additional cost must be submitted in writing within 21 days.

## 5.7 Substantial Completion and Final Completion

**5.7.1 Substantial Completion:** The stage when the work is sufficiently complete so the City can occupy and utilize it for its intended use. Contractor shall notify the City in writing; City will conduct inspection within 14 days.

**5.7.2 Final Completion:** Occurs when all punch list items are complete and the City issues a written Certificate of Final Completion. Final payment and retainage release are conditioned upon Final Completion.

## 5.8 Liquidated Damages

Time is of the essence. Liquidated damages of **\$1,000.00** per calendar day shall apply for each day beyond the Substantial Completion date. These damages represent agreed compensation for delay, not a penalty. (See also Special Provisions table in the Bid Proposal Package.)

## 5.9 Construction Safety — OSHA and NC OSH

The Contractor shall comply with all applicable OSHA Construction Industry Standards (29 CFR Part 1926), the NC OSH Act (G.S. Chapter 95, Article 16), and all NC Department of Labor rules. The Contractor shall designate a qualified Safety Representative on-site at all times during construction activities.

## 5.10 Lien Waivers and Releases — G.S. Chapter 44A

Conditional lien waivers from all first-tier subcontractors and suppliers shall accompany each pay application. Unconditional lien waivers shall be provided before the next pay application is approved. Prior to Final Payment, unconditional lien waivers from all parties who could file a claim shall be required.

## 5.11 Sales Tax Exemption — G.S. 105-164.14(b)

Bid prices shall EXCLUDE North Carolina sales and use tax on materials that become a permanent part of this project. These materials are tax-exempt pursuant to G.S. 105-164.14(b). Equipment rental, consumables, and temporary materials remain taxable and shall be included in bid pricing.

## 5.12 Materials, Testing, and Inspections

All materials and equipment shall conform to project specifications and applicable standards. Contractor shall provide 48 hours' advance notice before covering work requiring inspection. Costs of required testing and re-testing due to failures are the Contractor's responsibility.

## 5.13 Environmental Compliance

- NC Sedimentation and Pollution Control Act (G.S. Chapter 113A, Article 4) — erosion control plan required prior to land disturbance
- NPDES Construction General Permit (NCG01) — for disturbance of one acre or more
- NC Air Quality regulations (15A NCAC 02D) for dust and emissions control
- Hazardous materials handling per applicable federal and state regulations
- Asbestos and lead paint regulations (OSHA 29 CFR §1926.1101; EPA 40 CFR Part 745) for pre-1978 structures

## 5.14 Contractor's License Compliance — G.S. 87-1

The Contractor and all subcontractors performing licensed work shall maintain valid NC licenses (General Contractor, Electrical, Plumbing/HVAC, etc.) throughout the contract. Any lapse in required licensing shall be grounds for contract termination.

### 5.15 Warranty

Contractor warrants all work to be free from defects in workmanship and materials for one (1) year from Final Completion. Manufacturer warranties of greater duration shall be assigned to the City at Final Completion.

### 5.16 NC General Statutes Reference

Statute	Subject
G.S. 22C-1 et seq.	NC Prompt Pay Act — Construction Contracts
G.S. 44A, Article 3	Payment and Performance Bonds (NC Little Miller Act)
G.S. 64-26	E-Verify Requirements
G.S. 87-1 et seq.	General Contractor Licensing
G.S. 105-164.14(b)	Sales Tax Exemption for Permanent Construction Materials
G.S. 113A, Article 4	Sedimentation Pollution Control Act
G.S. 143-48 / 143-48.4 / 143-128.2 / 143-128.4	HUB Program — Historically Underutilized Businesses
G.S. 143-54	Non-Collusion / Antitrust
G.S. 143-129	Formal Bidding — Construction
G.S. 143-129.1	Bid Withdrawal for Clerical or Material Error
G.S. 143-134.1	Prompt Payment — Construction Contracts
G.S. 143-136 / 143-138	NC State Building Code Authority (incl. Ch. 11 Accessibility)
G.S. 159	Local Government Budget and Fiscal Control Act
G.S. 160A	Cities and Towns — Contracts and Purchasing
G.S. 168A-1 et seq.	NC Persons with Disabilities Protection Act
ADA, 42 U.S.C. §12131 et seq.	Americans with Disabilities Act — Title II
2018 NC Building Code, Chapter 11	Accessibility Standards (ICC/ANSI A117.1-2017)

## SECTION 6: SUBCONTRACTOR REQUIREMENTS AND FLOW-DOWN TERMS

**CRITICAL: ALL subcontractor changes MUST be immediately reported in writing to Kim Toon, Purchasing Manager, at Kimberlytoon@fayettevillenc.gov, PRIOR to the substitute or new subcontractor beginning any work. Unauthorized substitutions may result in non-payment and/or contract termination.**

### 6.1 Subcontractor Identification and Approval

All Bidders shall submit a complete list of anticipated first-tier subcontractors using Attachment I. Approval of the subcontractor list is a condition precedent to contract execution.

- Subcontractor information must include: firm name, scope of work, NC license number, SDBE/HUB certification status, and estimated dollar value
- The City reserves the right to approve or reject any proposed subcontractor based on qualifications, licensing, debarment status, or other factors
- The prime contractor remains solely responsible for the performance of all subcontractors regardless of City review

### 6.2 Subcontractor Changes — Immediate Reporting Requirement

ANY change to the approved Subcontractor List — including additions, deletions, substitutions, or changes in scope — MUST be reported IMMEDIATELY and in writing to:

**Kim Toon, CLGPO — Purchasing Manager**  
**Kimberlytoon@fayettevillenc.gov | (910) 433-1942**  
**433 Hay Street, Fayetteville, NC 28301**

Written notification must be submitted BEFORE the substitute or new subcontractor commences any work. The notification must include: name and license numbers of the outgoing and incoming subcontractor, reason for change, scope affected, SDBE/HUB status of the proposed substitute, and a plan to maintain SDBE/HUB goals. The City will respond within five (5) business days. Use the Subcontractor Change Notification Form in Attachment I.

### 6.3 Flow-Down Terms and Conditions

The prime contractor shall incorporate all of the following terms into every subcontract on this project. These terms are mandatory and non-negotiable. The City of Fayetteville is an intended third-party beneficiary of all subcontracts.

- **Legal Compliance:** G.S. 143-128 et seq., G.S. 44A-25 et seq., G.S. Chapter 22C, G.S. Chapter 87, G.S. 64-26, OSHA 29 CFR Part 1926, ADA Title II, NC Building Code Chapter 11
- **Non-Discrimination:** Title VII, ADA, Age Discrimination in Employment Act, NC Persons with Disabilities Protection Act
- **E-Verify:** Certification of compliance with Article 2, Chapter 64, NC General Statutes
- **Safety:** Written safety plan, qualified safety representative, immediate incident reporting
- **Insurance:** Minimum coverages as specified in Section 2.7, City and prime named as Additional Insured

- **Prompt Payment:** Payment within 7 days of receipt per G.S. 22C-3; retainage not to exceed prime's retainage percentage
- **ADA / Accessibility:** Full compliance with ADA, NC Building Code Chapter 11 (G.S. 143-136 and G.S. 143-138), and G.S. 168A-6 for all work performed
- **Indemnification:** Indemnify prime contractor and City from claims arising from subcontractor's work
- **Access to Records:** City audit rights; minimum 5-year record retention
- **One-Year Warranty:** On all workmanship and materials from Final Completion
- **Governing Law:** North Carolina; Venue: Cumberland County

#### 6.4 Sub-Tier Subcontractors

The prime contractor shall require each first-tier subcontractor to incorporate these same flow-down terms into all sub-tier subcontracts. The prime contractor remains responsible for compliance at all tiers.

## SECTION 7: SDBE & HUB PROGRAM REQUIREMENTS

### 7.1 City of Fayetteville SDBE Program

The City of Fayetteville is committed to broadening economic opportunity by encouraging the participation of Small Disadvantaged Business Enterprises (SDBEs) in City-funded construction contracts.

**SDBE Definition:** A business concern that is (1) small as defined by applicable SBA size standards or City thresholds for the relevant NAICS code, and (2) owned and controlled by individuals who have experienced economic disadvantage — without regard to race, gender, or ethnicity.

**SDBE Participation Goal for this Solicitation:** 10% of the total contract value. (Set by the Procurement Officer based on project type and available SDBE capacity.)

**Good Faith Efforts:** Bidders are expected to make good-faith efforts to identify and engage SDBE-certified firms. Document efforts including: solicitation of SDBE firms, responses received, and basis for any selection or rejection of SDBE quotes. To search for certified SDBE firms, contact the City Purchasing Division or visit: [www.fayettevillenc.gov/purchasing](http://www.fayettevillenc.gov/purchasing).

### 7.2 NC HUB Program — G.S. 143-48, G.S. 143-48.4, G.S. 143-128.2, and G.S. 143-128.4

Pursuant to N.C.G.S. 143-48, 143-48.4, 143-128.2, and 143-128.4, the City also encourages participation by NC-certified Historically Underutilized Businesses (HUBs). HUB firms that are also SDBE-certified may be counted toward both programs.

NC Office of Historically Underutilized Businesses: 984-236-0130 | [huboffice.doa@doa.nc.gov](mailto:huboffice.doa@doa.nc.gov)

### 7.3 HUB Affidavit Forms (See Attachment L)

Bidders are required to complete and return the following HUB Affidavit forms (Attachment L) with their bid submission:

- **HUB Affidavit A — Listing of Proposed Subcontractors and Suppliers:** Identifies all proposed HUB/SDBE subcontractors, their scopes of work, and estimated dollar values.
- **HUB Affidavit B — Good Faith Efforts Documentation:** Required only if the SDBE/HUB participation goal cannot be met. Documents the bidder's good faith efforts to identify and engage qualified SDBE/HUB firms.
- **HUB Affidavit C — SDBE/HUB Certification and Utilization Commitment:** Prime contractor certifies its own SDBE/HUB status and commits to the participation levels stated in Affidavit A.

### 7.4 Reporting Requirements During Contract Performance

Monthly SDBE/HUB utilization reports are required with each pay application, identifying all SDBE/HUB subcontractors and suppliers, payments made, and cumulative participation percentages. Any change to SDBE/HUB subcontractors must be immediately reported to Kim Toon, Purchasing Manager, at [Kimberlytoon@fayettevillenc.gov](mailto:Kimberlytoon@fayettevillenc.gov) with a replacement participation plan.

## SECTION 8: SCOPE OF WORK

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### 8.1 Overview

The project includes an interior renovation and reroofing of the existing Blue Street Senior Center Building as base bid and interior renovation and reroofing of the adjacent Auxiliary Building as Add Alternate #G1. Once completed the City intends to use the building(s) for office space.

### 8.2 Detailed Requirements

All work shall be performed in accordance with the architectural and engineering plans, specifications, and addenda issued for the Project, and shall comply with the 2018 editions of the North Carolina State Building Code, including all applicable building, accessibility, electrical, mechanical, plumbing, fire, and energy conservation codes, as well as City of Fayetteville standards and requirements, including any code-required upgrades triggered by the change of occupancy to office use. The Contractor shall obtain all required permits and coordinate all inspections necessary for project completion.

Materials and installations shall be new, commercial-grade, and suitable for office occupancy within an active municipal facility. Interior wall construction shall consist of metal stud framing and gypsum board assemblies finished to a minimum Level 4 finish unless otherwise approved. Paint products shall be low-VOC commercial interior coatings. Flooring materials shall be durable commercial-grade products suitable for office use and installed in accordance with manufacturer specifications.

All doors, frames, and hardware shall comply with applicable life safety and accessibility requirements, including ADA accessibility standards. Mechanical modifications shall maintain proper airflow, ventilation, and occupant comfort within the renovated area. Electrical work shall include code-compliant lighting, receptacles, switches, and power distribution sufficient to support normal office operations. IT/data cabling shall comply with current industry standards and City IT requirements.

All modifications to fire alarm or fire sprinkler systems shall be performed by properly licensed contractors and coordinated with the applicable Authority Having Jurisdiction (AHJ). Any penetrations through rated assemblies shall be properly sealed and firestopped in accordance with code requirements. Existing adjacent areas shall be protected from dust, debris, and damage throughout construction.

Roofing work, including reroofing of the existing building and, under Add Alternate #G1, the Auxiliary Building, shall conform to the architectural and roofing plans, specifications, and the roofing manufacturer's installation requirements. Prior to commencing any renovation or demolition, the Contractor shall comply with all applicable asbestos and lead-based paint requirements, including OSHA 29 C.F.R. § 1926.1101, EPA 40 C.F.R. Part 745, and the asbestos NESHAP at 40 C.F.R. Part 61, Subpart M; any survey, notification, and abatement required by law shall be performed in accordance with the Contract Documents.

### 8.3 Performance Standards

The contractor's performance will be evaluated on a monthly basis by the architect and City officials through onsite progress meetings with all parties present. The contractor will be required to present a construction schedule within the first 30 days and prior to their first pay application showing all construction tasks in a bar chart type schedule completing all work within the construction period described herein.

### 8.4 Project Timeline and Phasing

The expected Notice to Proceed date is August 17, 2026. The construction period for all construction is 180 calendar days from NTP to Substantial Completion. Substantial Completion is achieved when the contractor has received his certificate of occupancy from the City of Fayetteville Permitting Office and approval from the Architect. Final Completion will be 30 calendar days from the substantial completion date.

## 8.5 City Responsibilities

The City will provide: site access, use of existing utilities (power, sewer, water) keys to the buildings during construction.

## 8.6 Deliverables

- **Shop Drawing Submittals** — per specifications described on drawings
- **Record / As-Built Drawings** — hard copy and PDF at project completion
- **Operations and Maintenance Manuals** — for all equipment and systems installed
- **Warranties and Guarantees** — all manufacturer and contractor warranties
- **Certificated of Occupancy** - from the City of Fayetteville Building Inspections Office

## SECTION 9: RESPONDENT INFORMATION SHEET

<b>Company / Firm Name</b>	
<b>Owner of Company</b>	
<b>Federal Tax ID / EIN</b>	
<b>NC Secretary of State Registration No.</b>	
<b>NC General Contractor License No.</b>	
<b>NC Contractor License Classification / Limitation</b>	
<b>Years in Business</b>	
<b>Number of Full-Time Employees</b>	
<b>Primary Contact for this Bid</b>	
<b>Contact Title</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	
<b>Mailing Address</b>	
<b>Is firm NC-certified HUB / SDBE?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will subcontractors be used?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>E-Verify Employer Identification No.</b>	

## SECTION 10: BID RESPONSE FORM

The undersigned proposes and agrees that, if this bid is accepted, to enter into a contract with the City of Fayetteville, North Carolina for the furnishing of all construction work necessary to fulfill the Scope of Work in full accordance with all specifications and contract documents, to the entire satisfaction of the City, at the prices stated below. Pursuant to N.C.G.S. 143-54, under penalty of perjury, the signer certifies this bid has not been arrived at collusively or in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

**BASE BID TOTAL: \$** \_\_\_\_\_

BID ALTERNATE #G1 (Add): \$ \_\_\_\_\_

**Certification:**

I certify that the information provided is accurate and that the company agrees to all terms and conditions of the ITB and Scope of Work.

<b>Authorized Representative Name</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Date</b>	
<b>Company Name</b>	
<b>NC General Contractor License No.</b>	
<b>Federal Tax ID</b>	

*\*Sum quoted includes all applicable taxes, bonds (bid, performance, and payment), permits, licenses, insurance costs, and all other costs incidental to the resulting contract. Bid prices shall EXCLUDE NC sales tax on permanent construction materials per G.S. 105-164.14(b).*

## ATTACHMENT A: BID SCHEDULE / FINANCIAL PROPOSAL

Respondent: \_\_\_\_\_

ITB No.: \_\_\_\_\_ Date: \_\_\_\_\_

Complete and return this bid schedule. All costs must be itemized. Prices include all labor, materials, equipment, overhead, bonds, permits, and other costs. Bid prices shall EXCLUDE NC sales tax on permanent construction materials per G.S. 105-164.14(b).

#	Description of Work / CSI Division	Unit	Qty	Unit Price (\$)	Total (\$)
<b>BASE BID TOTAL NOT-TO-EXCEED AMOUNT</b>					<b>\$</b>

*Optional: Attach a complete itemized Cost Breakdown and/or Unit Price Schedule as a supplement.*

## ATTACHMENT B: REFERENCES FORM (CONSTRUCTION)

**Respondent:** \_\_\_\_\_

Provide at least three (3) references from clients for whom your firm has provided construction services of similar size and scope within the last seven (7) years. At least one reference should be a North Carolina municipality, county, or public agency. References shall not be from the City of Fayetteville.

Organization	Contact	Phone	Email	Project Value

**Reference 1 — Nature of Construction Work / Services Provided:**

\_\_\_\_\_

Contract Value: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

\_\_\_\_\_

**Reference 2 — Nature of Construction Work / Services Provided:**

\_\_\_\_\_

Contract Value: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

\_\_\_\_\_

**Reference 3 — Nature of Construction Work / Services Provided:**

\_\_\_\_\_

Contract Value: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT C: SMALL BUSINESS PARTICIPATION (SDBE & HUB PROGRAMS)

Respondent: \_\_\_\_\_

### REGULATORY CONTEXT — CURRENT FRAMEWORK (2026)

**City SDBE Program:** The City’s SDBE Program applies to all construction contracts involving City funds. Participation goals are set project-by-project.

**NC HUB Program (G.S. 143-48, G.S. 143-48.4, G.S. 143-128.2, G.S. 143-128.4):** State law encourages participation by Historically Underutilized Businesses in procurements involving State or local funds.

**Federal EO Framework (EO 14173 / EO 14398):** For locally-funded City contracts, the SDBE and HUB programs remain in effect. Race- and gender-based goals or preferences are not used in this solicitation. Participation is framed around economic disadvantage, small business size, and local presence.

### C.1 City of Fayetteville SDBE Program

**SDBE Participation Goal: 10%** of the total contract value.

Is your firm a City of Fayetteville certified SDBE?     Yes     No

If YES, provide SDBE Certificate No.: \_\_\_\_\_

If NO, are you interested in SDBE certification?     Yes     No

Will you use SDBE-certified firms for any portion of this contract?     Yes     No

If YES, complete the table below and HUB Affidavit A (Attachment L):

Company Name	Work Scope	NAICS Code	Contact	SDBE?	HUB?	% of Contract

SDBE Participation Amount: \$ \_\_\_\_\_      Percentage of Total Contract: \_\_\_\_\_ %

### C.2 NC HUB Program

Is your firm a NC-certified HUB entity?     Yes     No

If YES, provide HUB Vendor #: \_\_\_\_\_

If NO, does your firm qualify for HUB certification?     Yes     No

*NC Office of Historically Underutilized Businesses: 984-236-0130 | [huboffice.doa@doa.nc.gov](mailto:huboffice.doa@doa.nc.gov)*

## ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

The undersigned hereby certifies that: [Check all applicable boxes]

The Vendor 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: \_\_\_\_\_ (If no audit within the past 18 months, explain below.)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the IRS or any other government entity.

The Vendor is current in all amounts due for federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation or noncompliance findings that may impact its ability to fulfill this contract.

The undersigned is authorized to make the foregoing statements on behalf of the Vendor.

**If any box is NOT checked, Vendor must explain below. Failure to provide an explanation may result in a non-responsive determination.**

Explanation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

*This certification is a continuing obligation. Notify the City within 30 days of any material change.*

## ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

In accordance with N.C.G.S. 143-59.4, the Vendor shall detail where performance will occur and how it intends to utilize workers outside the United States.

1. Will any work under this contract be performed outside the United States?  Yes  No

If YES:

a) List locations outside the U.S.: \_\_\_\_\_

b) Describe how those workers/resources will be utilized: \_\_\_\_\_

2. Where within the United States will work be performed?

\_\_\_\_\_  
*Note: The City will evaluate risks associated with offshore performance. Vendors must notify the City in writing of any relocation of workers outside the U.S. during the contract term.*

## ATTACHMENT F: NON-COLLUSION CERTIFICATION

**Solicitation #:** \_\_\_\_\_ **Vendor Name:** \_\_\_\_\_

The undersigned certifies, pursuant to N.C.G.S. 143-54 and under penalty of perjury, that this bid has been submitted competitively and without collusion with any other Bidder; that none of its officers, directors, or owners has been convicted of violations of Chapter 78A of the NC General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934; and that it is not an ineligible Vendor as defined in G.S. 143-59.1. Furthermore, the undersigned certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned certifies that it and all subcontractors comply with Article 2 of Chapter 64 of the NC General Statutes (E-Verify).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT G: DEBARMENT, SUSPENSION & RESPONSIBILITY CERTIFICATION

Solicitation #: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

The Primary Participant certifies, to the best of its knowledge and belief, that it and its principals:

- Are NOT presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
- Have NOT within a three-year period preceding this proposal been convicted of, or had a civil judgment rendered against them for, fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract;
- Are NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above; and
- Have NOT within a three-year period preceding this proposal had one or more public transactions terminated for cause or default.

**(If the Primary Participant cannot certify to any statement above, attach a written explanation.)**

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. §§3801 ET SEQ. ARE APPLICABLE THERETO.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT H: PENDING LITIGATION & LEGAL PROCEEDINGS DISCLOSURE

Solicitation #: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

The City of Fayetteville requires Respondents to disclose any pending or recent legal proceedings that may affect their ability to perform under this contract. Failure to disclose required information may result in a determination of non-responsibility and rejection of the bid.

**Instructions: Answer each question. If YES, provide full details on a separate sheet and attach to this form.**

### 1. Pending Lawsuits or Legal Claims

Is your firm currently a party to any lawsuit, arbitration, or other legal claim relating to contract performance, fraud, misrepresentation, breach of contract, or regulatory compliance?

Yes  No If YES, describe:

---

### 2. Judgments or Settlements Within the Past Five (5) Years

Has your firm had any civil judgment entered against it, or entered into any settlement agreement, in connection with a construction contract?

Yes  No If YES, describe:

---

### 3. Regulatory Actions or Government Investigations

Is your firm currently under investigation by any federal, state, or local regulatory agency or licensing authority (including the NC Licensing Board for General Contractors)?

Yes  No If YES, describe:

---

### 4. Contract Terminations for Default or Cause

Has any government agency or private party terminated a construction contract with your firm for default or cause within the past five (5) years?

Yes  No If YES, describe:

---

### 5. Bankruptcy or Insolvency Proceedings

Has your firm filed for bankruptcy or been declared insolvent within the past seven (7) years?

Yes  No If YES, describe:

---

### 6. Debarment or Suspension

Is your firm, or any principal, officer, or director of your firm, currently debarred, suspended, or otherwise excluded from any government procurement program?

Yes  No If YES, describe:

---

**Continuing Obligation:** The disclosures made on this form are continuing representations. If any matter arises or materially changes after submission and prior to contract expiration, the Vendor must notify the City's Purchasing Manager in writing within **ten (10) business days** of the change.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company \_\_\_\_\_ Name: \_\_\_\_\_

## ATTACHMENT I: SUBCONTRACTOR LIST AND CHANGE NOTIFICATION FORM

Respondent: \_\_\_\_\_

ITB No.: \_\_\_\_\_ Date: \_\_\_\_\_

**IMPORTANT: All changes to the approved Subcontractor List MUST be immediately reported in writing to Kim Toon, Purchasing Manager, at Kimberlytoon@fayettevillenc.gov PRIOR to the substitute or new subcontractor beginning any work. Unauthorized substitutions may result in non-payment and/or contract termination. Use the Subcontractor Change Notification Form below.**

Subcontractor / Supplier Name	Scope of Work	License No.	NAICS Code	SDBE?	HUB?	Est. \$ Amount

Total Base Bid: \$ \_\_\_\_\_ Total Subcontracted: \$ \_\_\_\_\_  
 Self-Performed %: \_\_\_\_\_%

By signing below, the Bidder certifies that the above is a complete and accurate list of all intended first-tier subcontractors and that any changes will be immediately reported to the City Purchasing Manager before work with a new or substitute subcontractor begins.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

## SUBCONTRACTOR CHANGE NOTIFICATION FORM

Submit to: Kim Toon, Purchasing Manager | Kimberlytoon@fayettevillenc.gov | (910) 433-1942 | 433 Hay Street, Fayetteville, NC 28301

PROJECT INFORMATION	
Project Name:	
Project Number:	
Prime Contractor Name:	
Date of This Notice:	
SUBCONTRACTOR BEING CHANGED	
Type of Change:	<input type="checkbox"/> Substitution <input type="checkbox"/> Addition <input type="checkbox"/> Removal <input type="checkbox"/> Scope Change
Original Subcontractor Name:	
Trade / Scope of Work:	
NC License Number (Original):	
Reason for Change:	
PROPOSED REPLACEMENT SUBCONTRACTOR (if applicable)	
Proposed Subcontractor Name:	
Trade / Scope of Work:	
NC License Number:	
SDBE / HUB Certified?	<input type="checkbox"/> Yes — Cert. No.: _____ <input type="checkbox"/> No <input type="checkbox"/> Pending
FOR CITY USE ONLY	
City Decision:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Approved with Conditions
Purchasing Manager Signature / Date:	
Conditions / Notes:	

## ATTACHMENT J: BID BOND / PERFORMANCE BOND / PAYMENT BOND

### BID BOND

A Bid Bond in the amount of 5% of the total bid amount must be submitted with the bid. The Bid Bond shall be executed by a surety company licensed in NC with an A.M. Best rating of A-VII or better.

<b>Principal (Contractor):</b>	
<b>Surety Company:</b>	
<b>Owner:</b>	City of Fayetteville, North Carolina
<b>Project Title:</b>	
<b>Bid Amount:</b>	\$
<b>Bond Amount (5% of Bid):</b>	\$
<b>Principal Signature:</b>	
<b>Surety Signature (Attorney-in-Fact):</b>	
<b>NC Surety Agent License No.:</b>	

### PERFORMANCE BOND — G.S. 44A-26

To be submitted within 10 days of award. Bond amount = 100% of contract price.

<b>Principal (Contractor):</b>	
<b>Surety Company:</b>	
<b>Owner:</b>	City of Fayetteville, North Carolina
<b>Project Title:</b>	
<b>Contract Price:</b>	\$
<b>Bond Amount (100%):</b>	\$

CONDITION: If the Principal shall faithfully perform the Contract, this obligation shall be null and void; otherwise it shall remain in full force and effect pursuant to N.C.G.S. 44A-26.

Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Surety Signature (Attorney-in-Fact): \_\_\_\_\_ Date: \_\_\_\_\_

NC Surety Agent License No.: \_\_\_\_\_ Power of Attorney Attached:  Yes

**PAYMENT BOND — G.S. 44A-27**

To be submitted within 10 days of award. Bond amount = 100% of contract price.

<b>Principal (Contractor):</b>	
<b>Surety Company:</b>	
<b>Owner:</b>	City of Fayetteville, North Carolina
<b>Project Title:</b>	
<b>Contract Price:</b>	\$
<b>Bond Amount (100%):</b>	\$

CONDITION: This bond is conditioned upon the prompt payment for all labor, materials, and equipment for protection of persons furnishing materials or performing labor per N.C.G.S. 44A-27.

Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Surety Signature (Attorney-in-Fact): \_\_\_\_\_ Date: \_\_\_\_\_

NC Surety Agent License No.: \_\_\_\_\_ Power of Attorney Attached:  Yes

## ATTACHMENT K: DRAFT CITY OF FAYETTEVILLE GENERAL CONSTRUCTION CONTRACT

### DISCLAIMER: DRAFT DOCUMENT — SUBJECT TO CHANGE

The City of Fayetteville General Construction Contract that follows is provided as a DRAFT TEMPLATE for informational purposes only, intended to give prospective bidders an understanding of the general terms and conditions that will govern the resulting contract.

**The City expressly reserves the right to modify, revise, add to, or remove any provisions of this draft prior to or during contract negotiations following award.** The final contract will be reviewed and approved by the City Attorney’s Office and may differ materially from this draft. Bidders are encouraged to review this draft carefully and raise any questions in writing during the bid process.

*This contract template is provided for General Fund / Local Fund projects. Federal terms and conditions — including Davis-Bacon prevailing wage, Buy American, and federal DBE/civil rights certifications — do not apply to local fund projects. If federal funding is subsequently added by amendment, applicable federal provisions will be incorporated at that time.*

## CITY OF FAYETTEVILLE GENERAL CONSTRUCTION CONTRACT

<b>Project Name/Description:</b>	
<b>Site Address:</b>	
<b>City Department:</b>	
<b>Vendor Name:</b>	
<b>Total Contract Amount:</b>	\$
<b>Funding Source (General Fund / Local Funds):</b>	
<b>Fund / Account No.:</b>	
<b>Bid Proposal Date:</b>	
<b>Council Approval Date:</b>	
<b>Contract Start Date:</b>	
<b>Projected Completion Date:</b>	
<b>Contract Time (Calendar Days):</b>	
<b>Liquidated Damages Rate (per day):</b>	\$

This contract ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, hereinafter called Contractor, and the City of Fayetteville, North Carolina, hereinafter called City. Collectively, Contractor and City shall be referred to as Parties.

### **WITNESSETH**

WHEREAS, a Contract for \_\_\_\_\_ has recently been awarded to Contractor by City for \$\_\_\_\_\_, a sum equal to the aggregate cost of the work to be done and for labor, materials, equipment, apparatus, and supplies furnished at the prices and rates respectively named in the Proposal/Bid attached herewith as Exhibit 1;

AND WHEREAS, it was provided in said Award that a formal contract would be executed by and between Contractor and City, evidencing the terms of said Award, and agreement on a date to be specified in a written order of City and would complete all work as outlined under Special Provisions and Standard Specifications (Exhibit 2) and would complete all work as required within the schedule as shown in the Special Provisions.

NOW, THEREFORE, Contractor does hereby covenant and agree with City that it will faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and Provisions and in accordance with the Plans, at and for a sum equal to the aggregate cost of the work done and labor, materials, equipment, apparatus and supplies furnished at the prices and rates respectively named therefore in the proposal attached thereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said Award.

## **ARTICLE 1: PAYMENT OBLIGATIONS**

Contractor shall promptly make payments to all persons supplying materials in the execution of the work and to all laborers and others employed thereon.

Contractor shall furnish with each pay application on City provided forms, beginning not later than the second application for payment, an affidavit certifying the total cost of materials and North Carolina Sales Tax paid on such materials which are included in the application for payment.

## **ARTICLE 2: CONTRACTOR RESPONSIBILITIES AND LIABILITY**

### **2.1 Property Damage**

Contractor shall be responsible for all damages to property of the City of Fayetteville, North Carolina, that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of Contractor, its employees or agents, during the progress of or connected with the execution of the work, whether within the limits of the work or elsewhere. Contractor must restore all property so injured to a condition as good as it was when Contractor entered upon the work.

### **2.2 General Liability**

Contractor shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of Contractor, its agents, employees or workmen.

## **2.3 Indemnification**

To the extent permitted by law, Contractor shall indemnify and save harmless the City of Fayetteville, North Carolina, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the City of Fayetteville, North Carolina, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or of any other act or omission of Contractor, its agents, employees, servants or workmen.

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, its 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, 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.

Indemnification by the Contractor does not constitute a waiver of the City's governmental immunity in any respect under North Carolina law. Notwithstanding the foregoing, and pursuant to N.C. Gen. Stat. § 22B-1, the Contractor's indemnification obligations under this Section shall not extend to claims, damages, losses, or expenses caused by or arising out of the negligence or willful misconduct of the City, its officers, agents, or employees.

## **2.4 Subcontracts and Contingent Assignment**

### **2.4.1 Subcontractual Relations and Flow-Down**

(a) By appropriate written agreement, Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all obligations and responsibilities, including responsibility for safety, that Contractor assumes toward City under the Contract Documents. Each subcontract agreement shall preserve and protect City's rights under the Contract Documents with respect to the Work to be performed by the Subcontractor. Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

(b) All subcontracts shall include substantially the following provisions:

- Flow-Down of Terms. To the extent of the work to be performed by Subcontractor: (A) Subcontractor is bound to Contractor by the terms of the Contract between City and Contractor, and (B) Subcontractor assumes toward Contractor all obligations and responsibilities that Contractor assumes toward City under the Contract. City's rights under the Contract with respect to the Work to be performed by Subcontractor are preserved and protected. City is an intended third-party beneficiary of this subcontract.
- Obligation to Continue Performance. If Contractor is terminated by City, and even if Contractor defaults in a manner that would give Subcontractor the right to terminate this subcontract, Subcontractor agrees that upon written request by City, a substitute contractor, or any surety obligated under bonds relating to the Contract, Subcontractor will continue to perform its obligations under this subcontract on the same terms and conditions for and on account of City, such substitute contractor, or the surety. If requested, Subcontractor will execute a separate document evidencing this commitment. Assignment is subject to the prior rights of the surety. City shall be responsible to Subcontractor only for those obligations of Contractor that accrue after City exercises rights under this provision.

#### 2.4.2 Contingent Assignment of Subcontracts

(a) Assignment to City. Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to City, subject to the following conditions:

- Effectiveness. Assignment becomes effective only upon:
- Termination of this Contract by City for cause pursuant to 23.2; and
- City's written acceptance of the specific subcontract(s) by notice to Contractor and the affected Subcontractor(s).
- Surety Priority. Assignment is subject to the prior rights of any surety obligated under payment and performance bonds provided pursuant to N.C. Gen. Stat. § 44A-26.

(b) City's Rights Upon Assignment. Upon accepting assignment of a subcontract, City assumes Contractor's rights and obligations under that subcontract. City may further assign the subcontract to a successor contractor but shall remain legally responsible for the successor contractor's obligations.

(c) Equitable Adjustment. If work under an assigned subcontract has been suspended for more than thirty (30) days following Contract termination, the Subcontractor's compensation shall be equitably adjusted for any increase in direct costs resulting from the suspension.

(d) Production of Subcontract Documents. Upon City's request at any time, Contractor shall promptly provide complete copies of all subcontract agreements, purchase orders, and related documents, including all terms, conditions, pricing, and delivery schedules.

**ARTICLE 3: CONTRACTOR LICENSES, PERMITS, AND REGULATORY COMPLIANCE**

**3.1 North Carolina General Contractor License**

Contractor warrants and certifies that it possesses a valid and current North Carolina General Contractor License issued by the North Carolina Licensing Board for General Contractors (NCLBGC) as required by N.C. Gen. Stat. § 87-1 et seq.

**3.1.1 License Classification**

Contractor's license classification is: \_\_\_\_\_ (Building Contractor / Residential Contractor / Specialty Contractor / Highway Contractor / Public Utilities Contractor)

**3.1.2 License Limitation**

Contractor's license limitation is: \_\_\_\_\_ (Limited / Intermediate / Unlimited)

- Limited License: Projects up to \$750,000
- Intermediate License: Projects up to \$1,500,000
- Unlimited License: No monetary restrictions

Contractor certifies that the contract amount does not exceed the monetary limitation of its license

**3.1.3 License Number and Qualifier**

- North Carolina General Contractor License Number: \_\_\_\_\_
- Qualifying Party Name: \_\_\_\_\_
- Qualifier License Number: \_\_\_\_\_

**3.1.4 Maintenance of License**

Contractor shall maintain its General Contractor License in good standing throughout the duration of this Contract. Contractor shall immediately notify the City of any suspension, revocation, or limitation placed on its license. Failure to maintain a valid license shall constitute a material breach of this Contract and grounds for immediate termination.

### 3.2 Specialty Trade Licenses

In addition to the General Contractor License, Contractor shall ensure that all work requiring specialty trade licenses is performed by properly licensed contractors, including but not limited to:

- (a) **Electrical Work**: All electrical work shall be performed by contractors licensed by the North Carolina Board of Examiners of Electrical Contractors;
- (b) **Plumbing, Heating, and Fire Sprinkler Work**: All plumbing, HVAC, and fire sprinkler work shall be performed by contractors licensed by the North Carolina State Board of Examiners of Plumbing, Heating, and Fire Sprinkler Contractors;
- (c) **Other Specialty Contractors**: All other specialty work shall be performed by appropriately licensed contractors as required by North Carolina law.

### 3.3 Corporate Registration Requirements

If Contractor is a corporation, Contractor certifies compliance with the following:

- (a) **In-State Corporations**: Contractor has provided proof of registration via Articles of Incorporation filed with the North Carolina Secretary of State;
- (b) **Out-of-State Corporations**: Contractor has obtained and provided a Certificate of Authority from the Corporations Division of the NC Secretary of State to transact business in North Carolina;
- (c) **Annual Reports**: Contractor agrees to maintain current corporate status by filing annual reports with the North Carolina Secretary of State as required by law.

### 3.4 Building Permits and Inspections

#### 3.4.1 Permit Responsibility

Contractor shall obtain and pay for all building permits, trade permits, and other permits required by local, state, and federal authorities having jurisdiction over the work. Contractor shall not commence work until all required permits have been obtained and posted at the work site.

#### 3.4.2 Permit Posting

All permits shall be prominently displayed at the work site and shall remain posted throughout the duration of construction.

### 3.4.3 Inspection Scheduling

Contractor shall schedule all required inspections with the appropriate authorities in a timely manner to avoid delays in the work. Contractor shall be present or have a qualified representative present for all inspections.

### 3.4.4 Compliance with Code Requirements

All work shall comply with:

- North Carolina State Building Code
- North Carolina Residential Building Code (if applicable)
- All applicable local building codes and ordinances
- All applicable federal regulations

### 3.4.5 Certificate of Occupancy

Contractor shall obtain all required Certificates of Occupancy or Certificates of Completion from the appropriate authorities prior to requesting Final Completion under this Contract.

## **3.5 Professional Registration**

Any design work, engineering work, or professional services required under this Contract shall be performed only by individuals or firms holding current registration/licensure with the appropriate North Carolina professional licensing boards, including:

- North Carolina Board of Architecture
- North Carolina Board of Examiners for Engineers and Surveyors
- Other applicable professional boards

## **3.6 Federal and State Tax Compliance**

Contractor certifies that it is current on all federal and state tax obligations and shall remain current throughout the duration of this Contract. Contractor shall provide evidence of tax compliance upon request by the City.

### **3.7 Compliance with OSHA and Safety Requirements**

Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) regulations and North Carolina Department of Labor safety requirements. Contractor shall maintain all required safety programs and documentation.

### **3.8 Environmental Permits**

Contractor shall obtain all required environmental permits, including but not limited to:

- Stormwater permits (NPDES)
- Erosion and sediment control permits
- Air quality permits
- Wetlands permits
- Any other environmental permits required by federal, state, or local authorities

### **3.9 Right to Verify**

The City reserves the right to verify all licenses, permits, registrations, and certifications required under this Article. Failure to maintain any required license, permit, or certification shall constitute a material breach of this Contract.

### **3.10 Costs**

All costs associated with obtaining and maintaining licenses, permits, registrations, and certifications required under this Article shall be borne solely by Contractor and are deemed included in the Contract amount.

## **ARTICLE 4: INSURANCE REQUIREMENTS**

At all times during performance of services under this Contract, Contractor agrees to purchase and maintain the following insurance policies:

### **4.1 Commercial General Liability Insurance**

Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides Contractor with insurance for contractual liability which Contractor has assumed pursuant to the terms of this Agreement. Said insurance coverage shall be underwritten by an

insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of either Superior (A++ or A+) or Excellent (A or A-).

#### **4.2 Automobile Liability Insurance**

Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.

#### **4.3 Worker's Compensation Insurance**

Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to Contractor for employer's liability. Contractor shall provide adequate coverage for the protection of employees not otherwise protected by a worker's compensation policy.

#### **4.4 Contractual Liability Insurance**

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.

### **ARTICLE 5: PAYMENT AND PERFORMANCE BONDS**

#### **5.1 Bond Requirements Pursuant to N.C. Gen. Stat. § 44A-26**

When the total amount of construction contracts awarded for any one project exceeds three hundred thousand dollars (\$300,000), Contractor shall furnish to the City, as required by North Carolina General Statutes § 44A-26, the following bonds for any contract exceeding fifty thousand dollars (\$50,000):

##### **5.1.1 Performance Bond**

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 the terms of this Contract. The performance bond shall be for the protection of the City and shall secure the faithful performance of all duties and obligations of Contractor under this Contract.

##### **5.1.2 Payment Bond**

A 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 Contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which Contractor, subcontractor, or construction manager at risk is liable.

5.1.3 In the discretion of the City, performance and payment bonds may be required on construction contracts below the statutory threshold amounts.

## **5.2 Surety Requirements**

The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the awarding of the construction contract. All surety companies shall maintain an A.M. Best rating of either Superior (A++ or A+) or Excellent (A or A-).

## **5.3 Bond Forms**

The payment and performance bonds required under this Contract shall follow the forms established under N.C. Gen. Stat. § 44A-33, or such other forms as may be approved in writing by the City. Bond Forms are attached as Exhibit 3.

## **5.4 Certified Copies of Bonds**

It shall be the duty of the City to provide any person entitled thereto under N.C. Gen. Stat. § 44A-31 with a certified copy of the payment bond and the construction contract upon not less than ten (10) days' notice and request. The City may require a reasonable payment for the actual cost of furnishing the certified copy.

## **5.5 Contractor's Duty to Provide Bond Copies**

Contractor shall furnish a copy of the payment bond to any claimant within seven (7) days of receipt of a written request, as required by N.C. Gen. Stat. § 44A-27(b). Failure to furnish the bond as requested shall suspend the obligation of the subcontractor to furnish the Notice of Public Subcontract until the request is complied with.

## **5.6 Incorporation of Contract Documents**

It is agreed and understood that the Invitation for Bids, Proposal, Standard Specifications, Special Provisions, and the enumerated addenda and drawings are parts and parcels of this Contract to the same extent as if incorporated herein in full.

## **5.7 Additional Security**

It is further mutually agreed that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover performance and payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to City. In such event, no further payment to Contractor shall be deemed to be

due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to City.

## **ARTICLE 6: TIME OF COMPLETION AND LIQUIDATED DAMAGES**

### **6.1 Contract Time**

Contractor agrees to commence work under this Contract on the date specified in the Notice to Proceed issued by the City and to complete all work within \_\_\_\_\_ calendar days from said date, or by \_\_\_\_\_\*, 2026\*, whichever occurs first.

Time is of the essence in the performance of this Contract.

### **6.2 Substantial Completion**

Substantial Completion shall mean the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work for its intended use. The date of Substantial Completion shall be established by the City in the Certificate of Substantial Completion and, where applicable, supported by a Temporary Certificate of Occupancy (TCO).

### **6.3 Liquidated Damages for Delay**

The parties acknowledge and agree that:

- (a) The actual damages that the City will sustain in the event of delay in completion of the work are difficult to ascertain with certainty at the time of entering into this Contract;
- (b) The liquidated damages amount set forth herein represents a reasonable estimate of the damages which would probably be caused by breach of the completion deadline and are not intended as a penalty; and
- (c) The liquidated damages include but are not limited to costs associated with extended project administration, extended oversight and inspection services, delay in availability of facilities for public use, and other consequential damages reasonably anticipated from delayed completion.

Accordingly, if Contractor fails to achieve Substantial Completion of the work within the time specified in Section 6.1, or within such extended time as may be granted pursuant to Section 6.5, Contractor shall pay to the City, not as a penalty but as liquidated damages for breach of contract, the sum of \$ \_\_\_\_\_ for each calendar day that Substantial Completion is delayed beyond the required completion date.

## 6.4 Deduction of Liquidated Damages

The City may deduct the amount of liquidated damages from any amounts due or to become due to Contractor under this Contract. The City's right to assess and collect liquidated damages shall not be exclusive and shall be in addition to any other rights or remedies available to the City under this Contract or at law.

## 6.5 Extensions of Time

Contractor shall be entitled to an extension of the Contract Time for delays in completion of the work caused by:

- (a) Acts or omissions of the City or its agents, employees, or separate contractors;
- (b) Changes in the work ordered by the City;
- (c) Unusually severe weather conditions not reasonably anticipated;
- (d) Force majeure events as defined in Section 28.2;
- (e) Delays caused by labor disputes beyond Contractor's control;
- (f) Delays caused by fire, flooding, epidemics, quarantine restrictions, or acts of government;
- (g) Any other causes beyond the reasonable control of Contractor and not attributable to Contractor's fault or negligence.

## 6.6 Procedure for Requesting Time Extensions

Contractor shall submit a written request for extension of time to the City within ten (10) calendar days after the occurrence of the event causing the delay. The request shall include:

- (a) A description of the cause of delay;
- (b) The date the delay commenced and the anticipated duration;
- (c) Documentation supporting the claim that the delay was beyond Contractor's reasonable control;
- (d) The number of days of extension requested;
- (e) Any supporting documentation, including contemporaneous records, schedules, and correspondence.

Failure to provide timely notice as required herein may result in waiver of the claim for time extension, unless the City determines that circumstances prevented timely notice.

## **6.7 Apportionment of Delays**

In the event that delays to project completion are caused by both the City and Contractor (concurrent or mutual delays), liquidated damages shall be apportioned between the parties based upon their respective degrees of responsibility for the delays. The burden of proving the extent and allocation of concurrent delays shall rest with Contractor. This apportionment provision is essential to the enforceability of the liquidated damages clause and is included in accordance with North Carolina law.

## **6.8 No Waiver**

The City's failure to assess liquidated damages for any period of delay shall not constitute a waiver of the City's right to assess liquidated damages for any other period of delay or for continued delays.

## **6.9 Final Completion**

Final Completion shall occur when all work under the Contract is fully completed in accordance with the Contract Documents, all required documentation has been submitted, all punch list items have been completed, and the City has accepted the work as complete. Additional liquidated damages may be assessed for delays in achieving Final Completion beyond any extended deadlines, at a rate to be specified in the Special Provisions.

## **ARTICLE 8: NON-DISCRIMINATION**

It is further agreed that the Contractor will not discriminate against any employee or applicant because of race, color, creed, sex, or religion.

## **ARTICLE 9: CHANGE ORDERS AND CONTRACT MODIFICATIONS**

### **9.1 Authority to Order Changes**

The City reserves the right to order changes in the work without invalidating this Contract. Changes in the work may include additions, deletions, or other revisions to the work, with the Contract Sum and Contract Time being adjusted accordingly.

### **9.2 Change Order Procedure**

#### **9.2.1 Written Authorization Required**

No changes to the work shall be made unless authorized by a written Change Order Request Form signed by the City. Contractor shall not proceed with any change in the work without such written authorization. Any work performed without a fully executed Change Order Request Form shall be at Contractor's sole risk and expense.

#### **9.2.2 Change Order Request**

Contractor shall submit a Change Order Request Form within ten (10) calendar days of being directed to perform changed work or within ten (10) calendar days of discovering conditions requiring a change. The request shall include:

- (a) Detailed description of the proposed change;
- (b) Itemized cost breakdown including labor, materials, equipment, and overhead;
- (c) Impact on project schedule;
- (d) Supporting documentation (quotes, invoices, time records, etc.); and,
- (e) Justification for the change.

#### **9.2.3 Pricing of Changes**

Changes in the work shall be priced using one or more of the following methods, in order of preference:

- (a) **Lump Sum**: A mutually agreed upon fixed price for the changed work;
- (b) **Unit Prices**: Application of unit prices specified in the Contract Documents or as mutually agreed upon;
- (c) **Cost Plus**: Actual costs plus a markup not to exceed fifteen percent (15%) for overhead and profit. Actual costs shall be substantiated by documentation satisfactory to the City and shall include:
  - Labor costs (actual wages plus burden)
  - Materials (at actual invoice cost)
  - Equipment (at reasonable rental rates)
  - Subcontractor costs (plus maximum 10% markup by Contractor)

#### 9.2.4 Markup Limitations

Maximum markups on Change Orders shall be:

- Contractor's own work: 15% for overhead and profit combined
- Subcontractor work: Subcontractor may markup 15%; Contractor may add maximum 10% on subcontractor's cost
- No markup shall be applied to sales tax, permits, fees, or City-designated allowance items

#### 9.2.5 Time Extensions

If a Change Order affects the Contract Time, Contractor must request a time extension in writing with supporting documentation showing critical path impact. Time extensions shall be granted only for delays to critical path activities.

### **9.3 Minor Changes**

The City may authorize minor changes in the work that do not involve a change in the Contract Sum or Contract Time through written directive. Contractor shall proceed promptly with such minor changes.

### **9.4 Construction Change Directives**

If the City and Contractor cannot agree on pricing or time for a change, the City may issue a Construction Change Directive ordering Contractor to proceed with the changed work. Contractor shall proceed promptly, and the Change Order shall be resolved through one of the pricing methods in Section 9.2.3.

## **9.5 Concealed or Unknown Conditions**

If Contractor encounters concealed or unknown conditions at the site materially differing from those indicated in the Contract Documents or from those ordinarily encountered in work of this nature, Contractor shall immediately notify the City in writing before disturbing the condition. Failure to provide timely notice may result in waiver of any claim for additional compensation.

## **9.6 Claims for Additional Cost**

Any claim for additional cost must be submitted in writing within ten (10) calendar days after occurrence of the event giving rise to the claim. Claims submitted after ten (10) days may be denied as untimely. Each claim shall include detailed supporting documentation.

## **9.7 No Oral Modifications**

No oral statements, representations, or agreements shall modify or change any provision of this Contract. All modifications must be in writing and signed by authorized representatives of both parties.

# **ARTICLE 10: PROVISIONS**

## **10.1 Schedule of Values**

Within fifteen (15) days of Contract execution, Contractor shall submit a Schedule of Values allocating the entire Contract Sum among the various portions of the work. The Schedule of Values shall be in a form acceptable to the City and shall serve as the basis for monthly progress payments.

## **10.2 Monthly Payment Applications**

### **10.2.1 Submission Requirements**

Contractor shall submit monthly Applications for Payment on City-approved forms by the \_\_\_\_\_ day of each month for work completed through the last day of the previous month.

Each Application for Payment shall include:

- (a) Updated Schedule of Values showing percentage complete for each line item;
- (b) NC Sales Tax Affidavit certifying sales tax paid on materials;
- (c) Copies of paid invoices for materials stored on-site;

- (d) Waivers of lien from subcontractors and suppliers;
- (e) DBE/SBE utilization report (if applicable);
- (f) Payroll certifications (if federal funding requires);
- (g) Updated project schedule; and,
- (h) Any other documentation required by the City.

### 10.2.2 Stored Materials

Materials suitably stored on-site may be included in progress payments if:

- (a) Materials are properly stored and protected;
- (b) Contractor provides proof of payment to supplier;
- (c) Contractor provides evidence of insurance covering stored materials;
- (d) City approves inclusion in advance.

Materials stored off-site shall not be eligible for payment unless specifically approved in writing by the City.

## **10.3 Retainage**

### 10.3.1 Standard Retainage

The City may retain up to five percent (5%) of the amount of each progress payment as security for Contractor's performance. Retainage shall be reduced and released in accordance with G.S. 143-134.1 and the provisions below, including release upon Substantial Completion except for an amount not to exceed 250% of the value of the work remaining to be completed.

### 10.3.2 Reduction of Retainage

Upon fifty percent (50%) completion of the work, and if the City determines that progress is satisfactory, the City may, in its sole discretion, reduce or eliminate retainage on subsequent progress payments.

### 10.3.3 Release of Retainage Upon Substantial Completion

Upon Substantial Completion of the work, the City may release all or a portion of retainage, less an amount sufficient to cover the estimated cost of completing punch list items and correcting any deficiencies.

#### 10.3.4 Subcontractor Retainage

Contractor shall return retainage to subcontractors within thirty (30) days after the subcontractor's work is completed and accepted, unless there are specific documented reasons for withholding retainage.

#### **10.4 Payment Timeline**

Pursuant to N.C. Gen. Stat. § 143-134.1, the City shall make payment within thirty (30) days of the later of: (a) receipt of a properly submitted and approved Application for Payment, or (b) the last day of the pay period for which payment is requested. Payment shall constitute acceptance of the work covered by that payment application, subject to correction of defects discovered later and warranty obligations.

#### **10.5 Withholding of Payment**

The City may withhold or nullify payment, in whole or in part, to the extent necessary to protect itself from loss due to:

- (a) Defective work not remedied;
- (b) Claims filed or reasonable evidence that claims will be filed;
- (c) Failure to make payments to subcontractors or suppliers;
- (d) Reasonable doubt that the Contract can be completed for the unpaid balance;
  
- (e) Damage to the City or another contractor;
- (f) Reasonable evidence that work cannot be completed within Contract Time;
- (g) Repeated failure to carry out work in accordance with Contract Documents;
- (h) Failure to submit required documentation or reports;
- (i) Non-compliance with DBE/SBE requirements (if applicable);
- (j) Any other material breach of Contract.

## **10.6 Final Payment**

### **10.6.1 Final Payment Application**

Upon completion of all work, Contractor shall submit a final Application for Payment including:

- (a) Final Schedule of Values showing 100% completion;
- (b) Complete waivers of lien from all subcontractors and suppliers;
- (c) Final NC Sales Tax Affidavit;
- (d) Final DBE/SBE utilization report (if applicable);
- (e) All warranties and guarantees;
- (f) As-built drawings and O&M manuals;
- (g) Certificates of Occupancy and all required permits;
- (h) Consent of surety to final payment;
- (i) Affidavit that all payrolls, materials, and other indebtedness have been paid;
- (j) Any other closeout documentation required.

### **10.6.2 Final Payment Processing**

Final payment shall be made within thirty (30) days after completion of all work and receipt of all required documentation. Acceptance of final payment shall constitute a waiver of all claims by Contractor except those previously made in writing and still unsettled.

## **10.7 Interest on Late Payments**

Pursuant to N.C. Gen. Stat. § 143-134.1, if the City fails to make payment within the time specified in Section 10.4 and through no fault of Contractor, the City shall pay interest on the unpaid amount at the rate of one percent (1%) per month per G.S. 143-134.1 from the date payment is due until payment is made.

## **10.8 Prompt Payment to Subcontractors**

Pursuant to N.C. Gen. Stat. § 143-134.1, Contractor shall pay each subcontractor and supplier within seven (7) days of receipt of payment from the City for work performed by that subcontractor or for materials supplied. If Contractor fails to make timely payment, Contractor shall pay interest to the

subcontractor or supplier at the rate of one percent (1%) per month on the unpaid amount per G.S. 22C-5. Failure to make prompt payment may result in withholding of future payments to Contractor.

## **ARTICLE 11: PROJECT SCHEDULE AND TIME MANAGEMENT**

### **11.1 Construction Schedule Submission**

Within fifteen (15) days of receiving Notice to Proceed, Contractor shall submit a detailed construction schedule in Critical Path Method (CPM) format showing:

- (a) All activities necessary to complete the work;
- (b) Sequential relationships and dependencies;
- (c) Duration of each activity;
- (d) Critical path through the project;
- (e) Major milestones and completion dates;
- (f) Long-lead procurement items;
- (g) Required submittals and shop drawing dates;
- (h) Coordination with other contractors or occupants (if applicable).

### **11.2 Schedule Format and Software**

The schedule shall be prepared using industry-standard scheduling software (Primavera P6, Microsoft Project, or as approved by City) and submitted in both electronic and hard copy formats.

### **11.3 Schedule Updates**

Contractor shall submit updated schedules monthly with each Application for Payment, showing:

- (a) Progress achieved to date;
- (b) Changes to sequencing or logic;
- (c) Impact of any delays;
- (d) Recovery plans for behind-schedule activities;
- (e) Revised completion date if different from Contract Time.

## **11.4 Schedule Review and Approval**

The City's review and approval of the schedule does not relieve Contractor of responsibility for completing work within the Contract Time. Schedule approval does not constitute acceptance of means, methods, or sequences of construction.

## **11.5 Recovery Schedule**

If at any time Contractor falls behind schedule, Contractor shall submit a recovery schedule showing how Contractor will complete the work within the Contract Time. Recovery measures shall be at Contractor's expense unless the delay was caused by the City.

## **11.6 Notice to Proceed**

Contractor shall not commence work until receiving written Notice to Proceed from the City. The Contract Time shall commence on the date specified in the Notice to Proceed.

## **ARTICLE 12: SUBMITTALS, SHOP DRAWINGS, AND PRODUCT DATA**

### **12.1 Submittal Requirements**

Contractor shall submit shop drawings, product data, samples, and other submittals as required by the Contract Documents for review and approval before:

- (a) Procuring materials;
- (b) Fabricating components;
- (c) Commencing any portion of work requiring submittals.

### **12.2 Submittal Schedule**

Contractor shall submit a Submittal Schedule within fifteen (15) days of Contract execution, coordinated with the construction schedule, showing:

- (a) Each required submittal;
- (b) Anticipated submission date;
- (c) Required review time;
- (d) Impact on construction schedule.

## **12.3 Submittal Procedures**

### **12.3.1 Format and Content**

All submittals shall:

- (a) Be clearly marked with project name, submittal number, and specification section;
- (b) Highlight deviations from Contract Documents;
- (c) Include manufacturer's data and certifications;
- (d) Be submitted in the quantity specified (typically 3 copies plus electronic);
- (e) Include Contractor's stamp of review and approval.

### **12.3.2 Review Time**

The City shall be allowed fifteen (15) business days for review of submittals unless a different time is specified. Review time shall be calculated from receipt of properly formatted submittals.

### **12.3.3 Resubmittals**

If submittals are rejected or require revision, Contractor shall make corrections and resubmit within ten (10) days. Each resubmittal restarts the review period.

## **12.4 City Review**

City review of submittals is for general conformance with design concept only. Review does not:

- (a) Relieve Contractor of responsibility for errors or omissions;
- (b) Constitute approval of means, methods, or safety procedures;
- (c) Relieve Contractor of responsibility for dimensions or quantities;
- (d) Constitute acceptance of deviations unless specifically noted in writing.

## **12.5 Samples**

When required, Contractor shall submit samples for City approval before purchasing or installing materials. Approved samples shall be retained at the site for comparison with installed work.

## 12.6 Submittals for Information Only

Certain submittals may be designated "For Information Only" and do not require formal approval but must still be submitted per the schedule.

## **ARTICLE 13: SITE MANAGEMENT AND WORKING CONDITIONS**

### 13.1 Site Access and Control

#### 13.1.1 Site Possession

Upon issuance of Notice to Proceed, Contractor shall have full possession of the site except for portions specifically excluded in the Contract Documents. The City reserves the right to occupy portions of the work during construction.

#### 13.1.2 Site Security

Contractor shall:

- (a) Maintain site security to prevent unauthorized access;
- (b) Provide temporary fencing if required;
- (c) Be responsible for loss or damage to materials and equipment;
- (d) Maintain control of all personnel on site.

### 13.2 Construction Signs

Contractor shall provide and maintain project signage as required by the City, including:

- (a) Project identification signs per City specifications;
- (b) Safety and warning signs as required by OSHA;
- (c) Traffic control signs as required by permits;
- (d) "No Trespassing" signs if required.

### 13.3 Working Hours

### 13.3.1 Standard Hours

Normal working hours shall be Monday through Friday, 7:00 AM to 5:00 PM, unless otherwise specified or approved by the City.

### 13.3.2 After-Hours Work

Work outside normal hours, on weekends, or holidays requires prior written approval from the City. Contractor shall notify affected neighbors and coordinate with City police if required.

### 13.3.3 Noise Restrictions

Contractor shall comply with all local noise ordinances and minimize disturbance to neighboring properties and City operations.

## **13.4 Parking and Staging**

### 13.4.1 Construction Parking

Contractor shall provide adequate parking for all personnel, equipment, and vehicles. Parking on City streets or neighboring properties requires prior approval.

### 13.4.2 Staging Areas

Contractor shall confine operations to areas designated for storage and staging. Materials shall be stored in orderly fashion and shall not obstruct access or traffic.

### 13.4.3 Traffic Control

Contractor shall maintain traffic flow and pedestrian access as required. Traffic control plans require City approval before implementation.

## **13.5 Site Conditions and Cleanliness**

### 13.5.1 Daily Cleanup

Contractor shall maintain the site in clean, safe condition at all times. Debris and waste shall be removed from the site regularly and disposed of properly.

All debris must be maintained within site perimeter. Any debris, soil, etc., leaving the site must be cleaned immediately.

### 13.5.2 Final Cleanup

Before requesting Substantial Completion, Contractor shall:

- (a) Remove all debris, rubbish, and waste materials;
- (b) Clean all surfaces including windows, fixtures, and equipment;
- (c) Remove stains, marks, and dirt from all finished surfaces;
- (d) Vacuum and clean all interior spaces;
- (e) Leave the site in "broom clean" condition.

### **13.6 Protection of Existing Facilities**

Contractor shall protect existing structures, utilities, vegetation, and improvements from damage. Any damage shall be repaired or replaced at Contractor's expense to the City's satisfaction.

### **13.7 Utility Coordination**

#### 13.7.1 NC 811 Requirements

Before commencing any excavation, Contractor shall:

- (a) Contact NC 811 at least three (3) business days in advance;
- (b) Mark proposed excavation areas with white paint;
- (c) Maintain locate marks throughout construction;
- (d) Re-notify if work extends beyond original locate dates.

#### 13.7.2 Utility Protection

Contractor shall:

- (a) Protect all existing utilities from damage;
- (b) Support and maintain utilities during construction;
- (c) Coordinate shutdowns with City and affected utility companies;
- (d) Provide temporary utilities as needed;

- (e) Immediately report any utility damage to City and utility owner.

### 13.7.3 Utility Damage

Contractor shall be responsible for all costs associated with repair of damaged utilities, including emergency repairs, service interruptions, and claims by third parties.

## **13.8 Public Convenience and Safety**

Contractor shall conduct operations to minimize inconvenience to the public and shall:

- (a) Maintain access to occupied buildings;
- (b) Provide temporary walkways and barriers;
- (c) Coordinate deliveries to minimize traffic impact;
- (d) Provide flaggers for traffic control as needed;
- (e) Maintain emergency vehicle access at all times.

## **ARTICLE 14: QUALITY CONTROL AND TESTING**

### **14.1 Quality Control Program**

Contractor shall establish and maintain a quality control program to ensure all work complies with Contract Documents. The program shall include:

- (a) Inspection procedures;
- (b) Testing protocols;
- (c) Documentation requirements;
- (d) Corrective action procedures.

### **14.2 Testing and Inspections**

#### 14.2.1 Required Testing

Contractor shall perform all testing required by the Contract Documents, building codes, and regulatory agencies, including but not limited to:

- (a) Concrete cylinder tests;
- (b) Soil compaction tests;
- (c) Structural steel inspections;
- (d) Mechanical system testing and balancing;
- (e) Electrical system testing;
- (f) Fire alarm and sprinkler testing;
- (g) Any other tests specified.

#### 14.2.2 Testing Costs

All testing required by Contract Documents shall be at Contractor's expense. Retesting due to failures shall be at Contractor's expense.

#### 14.2.3 Independent Testing Agencies

Testing shall be performed by independent testing agencies approved by the City. Contractor shall coordinate testing schedules and provide access.

#### 14.2.4 Test Reports

Contractor shall submit copies of all test reports to the City within five (5) days of receipt. Failed tests shall be reported immediately.

### **14.3 Material Certifications**

Contractor shall provide manufacturer's certifications for materials as required by specifications, including:

- (a) Mill certifications for structural steel;
- (b) Manufacturer's data sheets;
- (c) Fire ratings and listings;
- (d) Energy efficiency ratings;
- (e) Warranty documentation.

## 14.4 City Inspections

The City and its representatives shall have access to the work at all times for inspection. Contractor shall provide safe access and shall not cover any work required to be inspected until inspected and approved.

## 14.5 Defective Work

### 14.5.1 Correction of Defects

Work that does not conform to Contract Documents shall be considered defective. The City may require removal and replacement of defective work at Contractor's expense.

### 14.5.2 Rejection of Defective Work

The City may reject defective work and require: (a) Removal and replacement at Contractor's expense; (b) Repair to City's satisfaction; (c) Acceptance with adjustment in Contract Sum.

### 14.5.3 Uncovering of Work

If the City requests inspection of work already covered, Contractor shall uncover such work and properly restore it. If work is found to be defective, costs shall be borne by Contractor. If work is found to be acceptable, the City shall pay for uncovering and restoration by Change Order.

## **ARTICLE 15: WARRANTIES AND GUARANTEES**

### 15.1 General Warranty

Contractor warrants that all work shall be:

- (a) Free from defects in materials and workmanship;
- (b) In accordance with Contract Documents;
- (c) Performed in a good and workmanlike manner;
- (d) In compliance with all applicable codes and regulations.

#### 15.1.1 Warranty Exclusions

Contractor's warranty does not apply to defects or damage caused by abuse, misuse, improper operation, failure to perform routine maintenance, normal wear and tear, vandalism, acts of God, or work performed

by others after Substantial Completion. This exclusion does not apply to defects resulting from Contractor's defective Work, improper installation, or failure to comply with the Contract Documents.

## 15.2 One-Year Warranty Period

- Contractor shall correct any defects in materials or workmanship appearing within one (1) year from the date of Substantial Completion at no cost to the City. This warranty is in addition to any manufacturer warranties required under the Contract Documents.

### 15.2.1

For punch list items, deferred work, or any Work completed after Substantial Completion, the warranty period for that specific Work shall begin on the date the Work is completed and accepted by the City.

## 15.3 Extended Warranties

Certain systems and components require extended warranties as specified in Contract Documents, including:

- (a) Roofing systems (typically 10-20 years);
- (b) HVAC equipment (typically 5-10 years);
- (c) Other specialized systems as specified.

## 15.4 Warranty Claims

The City shall notify Contractor in writing of observed defects during the warranty period. Contractor shall respond within two (2) business days with a proposed plan and schedule for corrective action, shall commence corrective Work within seven (7) calendar days, and shall complete corrective Work within the timeframe directed by the City.

For defects that create a safety hazard, risk of property damage, or interruption of essential services, Contractor shall respond within twenty four (24) hours and commence corrective Work immediately.

### 15.4.1

City right to correct to state: "If Contractor fails to respond or correct defective Work within the time required, the City may, after written notice, perform or cause the corrective Work to be performed. Contractor shall reimburse the City for all reasonable costs incurred, including labor, materials, and administrative costs. The City may deduct such costs from retainage, amounts otherwise due to Contractor, or recover such costs through the performance bond.

## **15.5 Manufacturer's Warranties**

Contractor shall obtain and deliver to the City all manufacturer warranties covering equipment, materials, and systems. Manufacturer warranties shall be issued in the City's name and shall commence on the later of Substantial Completion, start up, or acceptance of the applicable system or equipment, unless the Contract Documents require a different commencement date.

## **15.6 Warranty Extension**

If work is corrected during the warranty period, the warranty for that portion of work shall be extended for one (1) year from the date of correction.

## **15.7 Warranty Bond (If Required)**

If specified, Contractor shall provide a warranty bond guaranteeing obligations under the warranty provisions.

## **15.8 Warranty documentation**

Within fourteen (14) days of Substantial Completion, Contractor shall provide a warranty matrix identifying each warranted item, warranty duration, start date, manufacturer, installer, point of contact, and any required maintenance actions. Contractor shall designate a single warranty point of contact responsible for coordinating warranty requests.

## **ARTICLE 16: PROJECT CLOSEOUT**

### **16.1 Substantial Completion Procedures**

#### **16.1.1 Request for Substantial Completion**

When Contractor considers the work substantially complete, Contractor shall submit written request for substantial completion inspection including:

- (a) Statement that work is substantially complete;
- (b) List of minor items remaining to be completed (preliminary punch list);
- (c) Expected completion dates for punch list items;
- (d) Copies of required certifications and approvals.

### 16.1.2 Substantial Completion Inspection

Within ten (10) days of request, the City shall conduct inspection to determine if work is substantially complete. The City shall prepare a punch list of items requiring completion or correction.

### 16.1.3 Certificate of Substantial Completion

The Certificate of Substantial Completion shall establish the date governing commencement of warranty periods under Article 15, except for Work completed after Substantial Completion as described therein.

- (a) Date of Substantial Completion;
- (b) Responsibilities of City and Contractor for security, maintenance, utilities;
- (c) Time for completing punch list items;
- (d) Commencement of warranty period.

## **16.2 Punch List Completion**

Contractor shall complete all punch list items within thirty (30) days of Substantial Completion or within time specified in Certificate of Substantial Completion. The City may withhold final payment until all punch list items are completed.

## **16.3 Final Completion Requirements**

Before final payment, Contractor shall submit:

### 16.3.1 As-Built Drawings

- (a) Complete set of as-built (record) drawings showing:
  - All changes made during construction;
  - Exact locations of underground utilities and piping;
  - Actual dimensions and elevations;
  - Equipment locations and model numbers;
- (b) Drawings shall be in both hard copy and electronic formats (CAD and PDF);
- (c) Drawings shall be clearly marked "AS-BUILT" or "RECORD DRAWINGS."

16.3.2 Operations and Maintenance Manuals

Complete O&M manuals including:

- (a) Table of contents organized by specification section;
- (b) Operating instructions for all equipment and systems;
- (c) Maintenance procedures and schedules;
- (d) Parts lists and supplier contact information;
- (e) A detailed listing of all subcontractors retained under each specification section, including their respective contact information and the length of warranty coverage for work performed, with warranty periods beginning on the date of Substantial Completion;
- (f) Warranty information;
- (g) Emergency procedures;
- (h) Shop drawings and product data;
- (i) Test reports and certifications.

Manuals shall be:

- (a) Organized in three-ring binders with tabs;
- (b) Submitted in both hard copy (3 sets) and electronic formats;
- (c) Written in clear, concise language.

16.3.3 Training

Contractor shall provide training for City personnel on operation and maintenance of all systems and equipment. Training shall include:

- (a) Minimum four (4) hours of hands-on training. Depending on the facility type, additional training may be required;
- (b) Training during normal business hours;
- (c) Training for designated City personnel;
- (d) Documentation of training provided.

## **16.4 Keys and Access Devices**

Contractor shall deliver to the City:

- (a) All keys for locks, including master keys;
- (b) Access cards, fobs, and codes;
- (c) Key schedule showing door numbers and key types;
- (d) Spare keys as specified.

## **16.5 Spare Parts and Materials**

Contractor shall deliver spare parts, maintenance materials, and extra stock as specified, including:

- (a) Attic stock for ceiling tiles, flooring, etc.;
- (b) Spare filters for mechanical systems;
- (c) Spare lamps and ballasts;
- (d) Touch-up paint;
- (e) Other items as specified.

## **16.6 Cleanup and Removal**

Before final inspection, Contractor shall:

- (a) Remove all equipment, tools, and surplus materials;
- (b) Remove temporary facilities and utilities;
- (c) Repair damage caused by removal operations;
- (d) Perform final cleaning per Section 13.5.2;
- (e) Remove all construction signage.

## **16.7 Final Inspection and Acceptance**

### **16.7.1 Request for Final Inspection**

After completing all punch list items and submitting closeout documentation, Contractor shall request final inspection in writing.

#### 16.7.2 Final Inspection

The City shall conduct final inspection within ten (10) days of request. If work is acceptable, the City shall issue notice of Final Completion.

#### 16.7.3 Acceptance of Work

The City's acceptance of final payment application and payment of final payment amount shall constitute acceptance of the work, subject to warranty obligations.

## **ARTICLE 18: ENVIRONMENTAL COMPLIANCE AND EROSION CONTROL**

### **18.1 Environmental Protection**

Contractor shall conduct operations in manner that minimizes environmental impacts and complies with all environmental laws and regulations, including:

- (a) Clean Water Act;
- (b) Clean Air Act;
- (c) Resource Conservation and Recovery Act;
- (d) North Carolina environmental regulations;
- (e) Local environmental ordinances.

### **18.2 Erosion and Sediment Control**

#### 18.2.1 Erosion Control Plan

If project disturbs one acre or more, Contractor shall:

- (a) Obtain coverage under North Carolina's NPDES General Permit (NCG01) for stormwater discharges;
- (b) Prepare and implement an Erosion and Sediment Control Plan in accordance with NC Sedimentation Pollution Control Act (N.C. Gen. Stat. § 113A-50 et seq.);

- (c) Install and maintain erosion control measures including silt fencing, sediment basins, inlet protection, and temporary stabilization;
- (d) Conduct inspections at least every seven (7) days and within 24 hours of storm events;
- (e) Maintain records and make available for inspection.

### 18.2.2 Stormwater Pollution Prevention

Contractor shall implement best management practices to prevent pollution of stormwater, including:

- (a) Proper storage and handling of materials;
- (b) Containment of concrete washout;
- (c) Control of dust and airborne particulates;
- (d) Prevention of tracking sediment onto public streets;
- (e) Protection of storm drain inlets.

## **18.3 Hazardous Materials Management**

### 18.3.1 Hazardous Materials Handling

Contractor shall:

- (a) Store all hazardous materials in approved containers;
- (b) Maintain Safety Data Sheets (SDS) on site;
- (c) Implement spill prevention measures;
- (d) Have spill response equipment readily available;
- (e) Immediately report spills to City and appropriate agencies.

### 18.3.2 Waste Disposal

All waste materials shall be disposed of properly:

- (a) Solid waste to licensed landfills;
- (b) Hazardous waste through licensed hazardous waste haulers;

- (c) Recyclable materials to recycling facilities where feasible;
- (d) No burning of waste materials on site unless specifically approved.

### 18.3.3 Asbestos and Lead Paint

If work involves structures built before 1978 or that may contain asbestos:

- (a) Contractor shall comply with OSHA asbestos standards (29 C.F.R. § 1926.1101);
- (b) Contractor shall comply with EPA Lead Renovation, Repair and Painting Rule (40 C.F.R. Part 745);
- (c) Contractor shall employ certified lead and asbestos professionals as required;
- (d) Contractor shall implement appropriate containment and disposal procedures.

### **18.4 Wetlands and Protected Areas**

Contractor shall not disturb wetlands, streams, or other protected environmental areas without proper permits from U.S. Army Corps of Engineers, NC Department of Environmental Quality, and other agencies having jurisdiction.

### **18.5 Tree Protection**

Contractor shall protect trees designated for preservation:

- (a) Install tree protection fencing at drip line;
- (b) Prohibit storage, traffic, or construction activities within protected areas;
- (c) Contractor shall be liable for damage to protected trees at rate specified in Contract Documents or \$1,000 per caliper inch, whichever is greater.

## **ARTICLE 19: SAFETY REQUIREMENTS**

### **19.1 Safety Program**

Contractor shall establish and maintain a comprehensive safety program complying with:

- (a) Occupational Safety and Health Act (OSHA) regulations (29 C.F.R. Part 1926);

- (b) North Carolina Department of Labor safety requirements;
- (c) Industry safety standards;
- (d) Contract-specific safety requirements.

### **19.2 Site Safety Plan**

Within ten (10) days of Notice to Proceed, Contractor shall submit a Site Safety Plan including:

- (a) Identification of site-specific hazards;
- (b) Safety procedures and protocols;
- (c) Emergency response procedures;
- (d) Competent person designations;
- (e) Training requirements;
- (f) Personal protective equipment (PPE) requirements.

### **19.3 Safety Meetings and Training**

Contractor shall:

- (a) Conduct daily toolbox safety talks; (b) Hold weekly safety meetings; (c) Provide OSHA 10-hour or 30-hour training for workers as appropriate; (d) Train workers on hazard communication (HazCom); (e) Maintain training records.

### **19.4 Accident Reporting**

Contractor shall immediately report to the City:

- (a) All fatalities and serious injuries;
- (b) Incidents requiring medical treatment beyond first aid;
- (c) Near-miss incidents;
- (d) Property damage incidents exceeding \$1,000;
- (e) Spills or environmental releases.

Contractor shall submit written accident reports within 24 hours using forms provided by the City.

## **19.5 OSHA Compliance**

### **19.5.1 General Requirements**

Contractor shall comply with all applicable OSHA standards, including but not limited to:

- (a) Fall protection (29 C.F.R. § 1926.501);
- (b) Scaffolding (29 C.F.R. § 1926.451);
- (c) Excavation and trenching (29 C.F.R. § 1926.651);
- (d) Electrical safety (29 C.F.R. § 1926.400);
- (e) Personal protective equipment (29 C.F.R. § 1926.95);
- (f) Hazard communication (29 C.F.R. § 1926.59).

### **19.5.2 Competent Persons**

Contractor shall designate competent persons as required by OSHA for:

- (a) Excavation and trenching operations; (b) Scaffolding erection and inspection; (c) Fall protection systems; (d) Other operations requiring competent person oversight.

## **19.6 Right to Stop Work**

The City reserves the right to stop work if Contractor's operations create imminent danger or serious safety violations. Contractor shall bear all costs associated with work stoppage due to safety violations.

## **ARTICLE 20: DISPUTES, CLAIMS, AND REMEDIES**

### **20.1 Claims Procedure**

#### **20.1.1 Notice of Claim**

Any claim by Contractor for adjustment of Contract Sum or Contract Time must be submitted in writing to the City within ten (10) calendar days after occurrence of the event giving rise to the claim or within ten (10) days after Contractor knew or should have known of the facts giving rise to the claim.

### 20.1.2 Claim Documentation

Each claim shall include:

- (a) Detailed factual statement of claim;
- (b) Specific Contract provisions supporting claim;
- (c) Supporting documentation including schedules, cost records, correspondence;
- (d) Amount claimed (if monetary);
- (e) Time extension requested (if applicable);
- (f) Relief requested.

### 20.1.3 City Review

The City shall review claims and respond in writing within thirty (30) days. The City's decision shall be final and binding unless Contractor pursues further remedies as provided herein.

## **20.2 Continuing Performance During Disputes**

Contractor shall continue to perform work diligently during pendency of any dispute or claim. Failure to continue performance may constitute material breach and grounds for termination.

## **20.3 Mediation**

If the parties cannot resolve a dispute through negotiation, either party may request non-binding mediation. The parties shall share mediation costs equally. Mediation shall be conducted in Cumberland County, North Carolina.

## **20.4 Litigation**

If mediation is unsuccessful or either party declines mediation, disputes may be resolved through litigation in accordance with Article 25 (Governing Law and Venue).

## **20.5 No Waiver of Sovereign Immunity**

Nothing in this Contract shall be construed as a waiver of the City's governmental immunity under North Carolina law.

## **20.6 Attorney's Fees**

If either party brings legal action to enforce this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

## **ARTICLE 21: SUSPENSION OF WORK**

### **21.1 City's Right to Suspend**

The City may, at any time and for any reason, suspend all or any portion of the work by giving written notice to Contractor. Upon receipt of notice, Contractor shall:

- (a) Immediately suspend work as directed;
- (b) Protect and secure work in place;
- (c) Provide security as necessary;
- (d) Take reasonable measures to minimize costs.

### **21.2 Compensation for Suspension**

If suspension exceeds thirty (30) consecutive days and is not due to Contractor's fault, Contractor may be entitled to adjustment for:

- (a) Actual costs of demobilization and remobilization;
- (b) Actual costs of protecting and securing work;
- (c) Actual extended general conditions costs;
- (d) Extension of Contract Time.

Contractor shall not be entitled to anticipated profit on work not performed during suspension.

### **21.3 Resumption of Work**

The City shall provide written notice to resume work. Contractor shall resume work within seven (7) days of notice unless a different time is specified.

## **ARTICLE 22: CITY PAYMENT OBLIGATIONS**

City does hereby covenant and agree with Contractor that it will pay to Contractor, when due payable under the terms of said Specifications and said Award, the above mentioned sum, and that it will faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said Award.

## **ARTICLE 23: TERMINATION PROVISIONS**

### **23.1 Termination For Convenience Of The City**

23.1.1 City's Right to Terminate

The City may terminate this Contract, in whole or in part, for its convenience whenever the City determines that such termination is in the City's best interest. The City shall provide written notice of termination to Contractor specifying the extent of termination and the effective date, which shall be not less than ten (10) calendar days from the date of the notice.

23.1.2 Contractor's Obligations Upon Notice

Upon receipt of a notice of termination, and except as otherwise directed by the City, Contractor shall immediately proceed with the following obligations:

- (a) **\*\*Stop Work.\*\*** Stop work as specified in the notice on the date and to the extent specified;
- (b) **\*\*Terminate Orders.\*\*** Terminate all subcontracts and orders to the extent they relate to the terminated work;
- (c) **\*\*Protect Property.\*\*** Take all necessary or directed action to protect and preserve property in Contractor's possession in which the City has or may acquire an interest;
- (d) **\*\*Transfer Title.\*\*** Transfer title and deliver to the City, in the manner and to the extent directed:
  - Completed supplies and work in process;
  - Parts, materials, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively "Materials") acquired or produced for the terminated work, whether completed or in process;
- (e) **\*\*Settlement of Obligations.\*\*** Use best efforts to sell, as directed or authorized by the City, any property of the types referred to in subsection (d) above. However, Contractor:
  - Shall not be required to extend credit to any purchaser; and
  - May acquire the property under the conditions prescribed by and at prices approved by the City;
- (f) **\*\*Complete Performance.\*\*** Complete performance of work not terminated;
- (g) **\*\*Take Protective Action.\*\*** Take any action that may be necessary, or that the City may direct, for the protection and preservation of property related to this Contract that is in Contractor's possession and in which the City has or may acquire an interest;
- (h) **\*\*Promptly Submit Claims.\*\*** Submit to the City, within sixty (60) calendar days from the effective date of termination, or such longer period as approved by the City, a properly supported termination settlement proposal.

23.1.3 Basis for Settlement

After receipt of a notice of termination, Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than sixty (60) calendar days from the effective date of termination, unless one or more extensions in writing are granted by the City upon written request of Contractor made within such sixty (60) day period or authorized extension thereof.

Upon termination for convenience, Contractor shall be entitled to receive payment for:

(a) **Completed Work.** All work executed in accordance with the Contract Documents and accepted by the City prior to the effective date of termination;

(b) **Work in Progress.** Work in progress to the extent it represents a portion of the Contract Sum that has value to the City, subject to the City's verification and acceptance;

(c) **Materials and Equipment.** Materials, equipment, and supplies purchased or irrevocably committed for purchase by Contractor for use in the work, provided that:

- Such materials conform to Contract requirements;
- Title to materials shall pass to the City upon payment;
- Materials shall be delivered to the City or stored and protected as directed;
- Contractor provides satisfactory evidence of purchase commitments;

(d) **Settlement Costs.** Actual, reasonable costs necessarily incurred by Contractor in preparing to perform and in performing the terminated work, including:

- Costs of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract (excluding the amounts of such settlements);
- Reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data;
- Demobilization costs actually incurred;
- Costs of breaking down and removing temporary facilities and returning the site to the condition required by the Contract Documents;
- Costs of storing and protecting materials, equipment, and property in Contractor's possession;

(e) **Reasonable Profit.** A reasonable profit on the cost of work performed, but excluding:

- Profit on settlement expenses under subsection (d);

- Profit on materials and equipment that were not incorporated into the work and that are returned to suppliers under arrangements satisfactory to the City;

#### 23.1.4 Excluded Costs

The following costs shall NOT be allowable in the termination settlement:

- (a) Anticipated profit on unperformed work;
- (b) Costs that would have been incurred regardless of termination (e.g., general overhead not specifically allocable to this Contract);
- (c) Claims for damages, including loss of anticipated profits or revenue on work not performed;
- (d) Costs not properly allocable to the terminated work;
- (e) Costs for which Contractor has been or will be reimbursed under any other Contract or agreement;
- (f) Excessive or unreasonable costs as determined by the City.

#### 23.1.5 Total Amount Limitation

In no event shall the total amount paid to Contractor under a termination for convenience exceed the Contract Sum, less payments otherwise made or to be made, and less the contract price of work not terminated.

#### 23.1.6 Termination Settlement Proposal

Contractor's termination settlement proposal shall include:

- (a) A detailed itemization of all claims under Section 23.1.3;
- (b) Complete supporting documentation, including:
  - Copies of paid invoices;
  - Certified payroll records;
  - Subcontractor termination settlement agreements;
  - Equipment rental records;
  - General ledger entries;

- Cost allocation methodologies;
- (c) A schedule of values showing percentage of completion for each line item at time of termination;
- (d) An inventory of materials and equipment purchased for the work;
- (e) A list of all outstanding subcontracts and purchase orders, with termination proposals from each;
- (f) Certification by Contractor's authorized representative that:
  - The claim is made in good faith;
  - Supporting data is accurate and complete;
  - The amount claimed is just and proper;
  - Contractor is entitled to payment under the terms of the Contract.

#### 23.1.7 City's Right to Audit

The City shall have the right to audit and examine all books, records, and other evidence and supporting documents of Contractor relevant to the termination settlement proposal. Contractor shall preserve all such records for three (3) years after final settlement.

#### 23.1.8 Assignment of Subcontracts

The City may require Contractor to assign to the City all or any part of Contractor's right, title, and interest under any or all subcontracts and purchase orders terminated as a result of the termination of this Contract. Upon such assignment, the City shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of such subcontracts and orders.

#### 23.1.9 Continuing Obligations

Termination of this Contract, either in whole or in part, shall not relieve Contractor of obligations under the Contract for work not terminated, including but not limited to:

- (a) Warranty obligations for completed work under Article 15; (b) Indemnification obligations under Article 2.3; (c) Insurance obligations under Article 4 for work performed; (d) Confidentiality obligations, if any; (e) Compliance with federal and state nondiscrimination requirements.

#### 23.1.10 Subcontractor Claims

Before submitting a termination settlement proposal, Contractor shall obtain settlement proposals from all terminated subcontractors. Contractor may include in its own proposal only costs and profits applicable to work performed by Contractor's own forces, plus settlement costs of subcontracts properly chargeable to the terminated work.

23.1.11 Disputes

If Contractor and the City fail to agree upon the amount to be paid as a result of termination for convenience, the City shall pay Contractor the amount determined by the City. Any dispute concerning questions of fact arising under this termination clause shall be resolved in accordance with Article 20 (Disputes, Claims, and Remedies).

23.1.12 Notice to Sureties

The City shall provide notice of termination to any sureties providing payment and performance bonds for the Contract.

23.1.13 Partial Termination

If only part of the work is terminated, Contractor shall file a proposal for an equitable adjustment of the price for the continued portion of the Contract. The City shall make an equitable adjustment for any increase or decrease in the cost of, or time required for, performance of the remainder of the Contract resulting from the partial termination.

23.1.14 Effect on Other Remedies

The rights and remedies of the City provided in this Article 23.1 are in addition to any other rights and remedies provided by law or under this Contract.

**23.2 Termination For Cause (Default).**

23.2.1 GROUNDS FOR TERMINATION. The CITY may, subject to the provisions of Section 23.2.2, terminate this Agreement in whole or in part if CONTRACTOR:

- (a) Fails to perform the work within the time specified in this Agreement or any written authorization or extension granted by the CITY;
- (b) Fails to make progress in the performance of the work so as to endanger performance of this Agreement in accordance with its terms;
- (c) Fails to comply with any material term or condition of this Agreement, including but not limited to obligations regarding insurance, indemnification, payment and performance bonds, compliance with laws, or quality of workmanship; or
- (d) Anticipatorily repudiates its obligations under this Agreement.

23.2.2 NOTICE AND OPPORTUNITY TO CURE. Before terminating this Agreement for cause, the CITY shall provide written notice to CONTRACTOR specifying:

- (a) The nature and details of the default or failure to perform;
- (b) The corrective action required; and
- (c) The time period within which CONTRACTOR must cure the default.

CONTRACTOR shall have ten (10) calendar days from receipt of such notice to cure the default or, if the default cannot reasonably be cured within ten (10) days, to commence cure and submit a written cure plan acceptable to the CITY demonstrating how CONTRACTOR will diligently pursue cure to completion within a reasonable time period. The CITY, in its sole discretion, may approve an extended cure period not to exceed thirty (30) additional days.

23.2.3 TERMINATION AFTER FAILURE TO CURE. If CONTRACTOR fails to cure the default within the specified time period or fails to diligently pursue an approved cure plan, the CITY may terminate this Agreement, in whole or in part, by providing written notice of termination to CONTRACTOR. The termination shall be effective as specified in the notice, but no earlier than ten (10) calendar days after CONTRACTOR's receipt of the notice of termination.

23.2.4 CONTRACTOR'S OBLIGATIONS UPON TERMINATION FOR CAUSE. Upon receipt of a notice of termination for cause, and except as otherwise directed by the CITY, CONTRACTOR shall:

- (a) Immediately stop work under this Agreement on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for materials, equipment, supplies, or services related to the terminated work, except as necessary to complete any portion of the work not terminated;
- (c) Terminate all orders and subcontracts to the extent they relate to the terminated work;
- (d) Transfer title and deliver to the CITY, in the manner and to the extent directed by the CITY:
  - (1) All fabricated or unfabricated parts, work in process, completed work, supplies, equipment, and other materials acquired or produced for the terminated portion of this Agreement;
  - (2) All construction documents, shop drawings, submittals, as-built drawings, operation and maintenance manuals, warranties, and other project documentation;
  - (3) All tools, construction equipment, scaffolding, and temporary structures located at the project site;
- (e) Use its best efforts to sell, as directed or authorized by the CITY, any property transferred to the CITY under subsection (d) above; provided, however, that CONTRACTOR shall be liable to the CITY for any costs or losses incurred as a result of CONTRACTOR's failure to protect or maintain such property;
- (f) Complete performance of any work not terminated;
- (g) Secure the construction site and protect and preserve all CITY property and work in place;

(h) Provide the CITY and any replacement contractor(s) with reasonable cooperation, information, and assistance necessary to complete the construction work or transition the project, including but not limited to providing access to the site, information about subcontractors and suppliers, and details regarding construction methods and materials used;

(i) Remove from the project site all of CONTRACTOR's tools, construction equipment, machinery, and surplus materials as directed by the CITY;

(j) Take any other action that may be necessary, or that the CITY may direct, for the protection and preservation of CITY property and the construction project.

**23.2.5 CITY'S RIGHTS TO COMPLETE THE WORK. After termination for cause, the CITY may:**

(a) Take over the construction work and prosecute the same to completion by contract or otherwise;

(b) Complete the terminated portion of the work by whatever method the CITY deems expedient, including entering into agreements with other contractors;

(c) Withhold any payments to CONTRACTOR for the purpose of set-off or partial payment of amounts owed to the CITY;

(d) Take possession of and utilize, in completing the work, any materials, equipment, tools, supplies, construction equipment, and facilities belonging to CONTRACTOR that are on the project site and necessary for completion of the work.

**23.2.6 EXCESS REPROCUREMENT COSTS AND LIABILITY. If the CITY terminates this Agreement for cause, CONTRACTOR shall be liable to the CITY for excess costs incurred by the CITY in completing the construction work. Excess costs shall include, but are not limited to:**

(a) The costs to the CITY of completing the construction work under this Agreement, whether by hiring replacement contractor(s), performing the work with CITY forces, or any combination thereof;

(b) The difference between the total amount which would have been payable to CONTRACTOR under this Agreement and the total amount actually paid by the CITY to complete the work, including payments to replacement contractor(s);

(c) Additional administrative costs and expenses incurred by the CITY as a direct result of the default and termination, including but not limited to costs of procurement, construction management, inspection services, and project administration;

(d) Costs associated with project delays, including extended general conditions, additional design fees, and escalation costs;

(e) Costs to correct defective or non-conforming work performed by CONTRACTOR;

(f) Reasonable attorneys' fees and costs incurred by the CITY in enforcing its rights under this Agreement; and

(g) Any other actual damages sustained by the CITY as a direct and proximate result of CONTRACTOR's default.

23.2.7 PAYMENT AFTER TERMINATION FOR CAUSE. After termination for cause and upon written demand, CONTRACTOR shall pay to the CITY the amount of excess costs as determined under Section 23.2.6. However, if the amount owed by CONTRACTOR exceeds the unpaid balance of the Agreement price, CONTRACTOR shall pay the excess to the CITY. Conversely, if the CITY's cost to complete the work is less than the unpaid balance of the Agreement price, the CITY shall pay the difference to CONTRACTOR, subject to any offsets for damages or other amounts owed to the CITY.

Subject to the excess cost provisions above, the CITY shall pay CONTRACTOR for:

(a) Completed work that has been accepted by the CITY prior to the effective date of termination, at the rate or price specified in this Agreement; and

(b) Reasonable costs incurred by CONTRACTOR in mobilization, procurement of materials, and performing the terminated work, to the extent such costs are properly allocable to the terminated portion of the Agreement, adequately documented, and approved by the CITY.

CONTRACTOR shall not be paid for:

- Work not accepted by the CITY;
- Defective or non-conforming work;
- Costs incurred due to CONTRACTOR's fault or negligence;
- Anticipated profit on unperformed work; or
- Consequential damages.

23.2.8 NO PAYMENT DURING DISPUTE. Notwithstanding any other provision of this Agreement, the CITY may withhold from amounts otherwise due to CONTRACTOR such sums as the CITY determines to be necessary to protect the CITY against loss due to outstanding liens or claims, defective work, failure to pay subcontractors or suppliers, or to reimburse the CITY for excess costs as provided in Section 23.2.6.

23.2.9 CONTRACTOR'S RIGHT TO DISPUTE TERMINATION. If CONTRACTOR disputes the termination for cause, CONTRACTOR must, within thirty (30) calendar days of receiving the notice of termination, provide written notice to the CITY of such dispute, specifying in detail the basis for the dispute. Failure to timely dispute the termination shall constitute CONTRACTOR's acceptance of the termination for cause and waiver of any right to contest it.

If CONTRACTOR timely disputes the termination, the matter shall be resolved in accordance with Article 25.1 (Governing Law) and Article 25.2 (Venue and Forum) of this Agreement.

23.2.10 CONVERSION TO TERMINATION FOR CONVENIENCE. If, after termination for cause under this Article 23.2, it is determined through agreement of the parties or by final judgment of a court of competent jurisdiction that:

- (a) CONTRACTOR was not in default;
- (b) The default was excusable; or
- (c) The CITY wrongfully terminated the Agreement;

then the termination shall be deemed to have been a termination for convenience under Article 23.1 from the effective date of termination. In such case:

- The rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CITY under Article 23.1;
- CONTRACTOR's sole remedy shall be payment in accordance with Article 23.1 (Termination for Convenience);
- CONTRACTOR shall not be entitled to recover anticipated profit on unperformed work, consequential damages, or any damages beyond those provided in Article 23.1; and
- The CITY shall not be liable for any excess costs of reprocurement.

23.2.11 CUMULATIVE REMEDIES. The rights and remedies of the CITY provided in this Article 23.2 are not exclusive and are in addition to any other rights and remedies provided by law, equity, or under this Agreement. Termination for cause shall not relieve CONTRACTOR from liability for any breach of this Agreement or from any indemnification obligations under Article 5.

23.2.12 NO LIABILITY FOR CONSEQUENTIAL DAMAGES. Except as expressly provided in Section 23.2.6 regarding excess reprocurement costs, neither party shall be liable to the other for consequential, incidental, indirect, or special damages arising out of or related to termination for cause, including but not limited to lost profits, lost business opportunities, or damage to reputation

## **ARTICLE 24: 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 Agreement shall be cause for termination of this Agreement. Contractor shall not assign this Agreement without prior written consent of the City of Fayetteville.

## **ARTICLE 25: GOVERNING LAW AND VENUE**

### **25.1 Governing Law**

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

### **25.2 Venue and Forum Selection**

The Parties expressly agree that if litigation is brought in connection with this Agreement 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.

## **ARTICLE 26: 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.

## **ARTICLE 27: REGULATORY CERTIFICATIONS**

### **27.1 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.

### **27.2 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 Agreement. 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 appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

## **ARTICLE 28: CITY OF FAYETTEVILLE GENERAL PROVISIONS**

### **28.1 Severability**

The Parties agree that if any provision of this Agreement 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 Agreement and the requirements of applicable law.

### **28.2 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.

### **28.3 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:

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

### **28.4 Non-Appropriation**

Notwithstanding any other provisions of this Agreement, 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 Agreement shall terminate immediately without further obligation of City.

### **28.5 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.

### **28.6 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.

### **28.7 Entire Agreement**

This 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.

### **28.8 City's Terms Supersede**

To the extent a conflict exists between the terms of this Agreement and the terms and conditions in any of the attachments to the Agreement, the terms of this Agreement shall govern.

### **28.9 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 Agreement. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Agreement or other applicable work undertaken in furtherance of this Agreement. This Section does not extend or modify the warranty periods specified in Article 15 or applicable manufacturer warranties.

**28.10 Singular/Plural**

Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders as the context may require.

**EXHIBITS**

<b>Exhibit 1</b>	Proposal / Bid
<b>Exhibit 2</b>	Special Provisions and Specifications
<b>Exhibit 3</b>	Addendum Acknowledgment
<b>Exhibit 4</b>	Bond Forms (Performance, Payment, Power of Attorney)
<b>Exhibit 5</b>	Licenses / Certifications
<b>Exhibit 6</b>	Lien Waiver Forms
<b>Exhibit 7</b>	Certificate(s) of Insurance
<b>Exhibit 8</b>	Pay Application Form Example
<b>Exhibit 9</b>	Change Order Request Form Example

**ATTACHMENT L: HUB / SDBE AFFIDAVITS (BIDDER MUST COMPLETE AND RETURN)**

**ALL THREE AFFIDAVITS MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID SUBMISSION.**

HUB Affidavit A and HUB Affidavit C are required from ALL bidders. HUB Affidavit B is required ONLY if the SDBE/HUB participation goal cannot be met and you are documenting good faith efforts.

**HUB AFFIDAVIT A — LISTING OF PROPOSED SDBE/HUB SUBCONTRACTORS AND SUPPLIERS**

*REQUIRED FROM ALL BIDDERS. List all SDBE/HUB certified subcontractors and suppliers you propose to use on this project.*

ITB No.: \_\_\_\_\_ Project Title: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

SDBE/HUB Firm Name	Scope of Work	Cert. No.	NAICS Code	SDBE?	HUB?	\$ Amount / %
<b>TOTAL SDBE/HUB PARTICIPATION</b>					\$	_____%

Total Base Bid Amount: \$\_\_\_\_\_

Total SDBE/HUB Participation Amount: \$\_\_\_\_\_

SDBE/HUB Participation as % of Total Bid: \_\_\_\_\_%

**SDBE/HUB Participation Goal for this Project: [XX]%**

I certify that the above information is accurate and that each firm listed holds a current SDBE certification from the City of Fayetteville and/or a current HUB certification from the NC Office of Historically Underutilized Businesses.

Authorized Signature: \_\_\_\_\_

Date:

Printed Name: \_\_\_\_\_

Title:

Company \_\_\_\_\_

Name:

**HUB AFFIDAVIT B — GOOD FAITH EFFORTS DOCUMENTATION**

*REQUIRED ONLY IF SDBE/HUB PARTICIPATION GOAL CANNOT BE MET. Complete and attach if your firm's SDBE/HUB participation is below the stated goal. Document all good faith efforts to identify and engage SDBE/HUB firms.*

ITB No.: \_\_\_\_\_ Prime Contractor: \_\_\_\_\_

Actual SDBE/HUB Participation Achieved: \$ \_\_\_\_\_ ( \_\_\_\_\_ % of total bid)

SDBE/HUB Participation Goal: [XX]% — Dollar Shortfall: \$ \_\_\_\_\_

**1. SDBE/HUB Firms Solicited**

List each SDBE/HUB firm solicited, the date and method of contact, and the response received:

SDBE/HUB Firm Name	Date Contacted	Method	Response / Reason Not Used

**2. Work Packages Made Available to SDBE/HUB Firms**

Describe work packages that were broken out or made available to encourage SDBE/HUB participation:

\_\_\_\_\_  
 \_\_\_\_\_

**3. Technical Assistance Offered**

Describe any technical assistance or information provided to interested SDBE/HUB firms:

\_\_\_\_\_  
 \_\_\_\_\_

**4. Other Good Faith Efforts**

Describe any other steps taken to meet the participation goal:

I certify under penalty of perjury that the foregoing information is true and complete and that the described good faith efforts were actually undertaken.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

### HUB AFFIDAVIT C — SDBE/HUB CERTIFICATION AND UTILIZATION COMMITMENT

*REQUIRED FROM ALL BIDDERS. The prime contractor certifies its own SDBE/HUB status and commits to honoring the participation levels stated in Affidavit A throughout contract performance.*

ITB No.: \_\_\_\_\_ Project Title: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

#### PART I — Prime Contractor SDBE/HUB Status

Is the Prime Contractor a City of Fayetteville certified SDBE?  Yes  No

If YES, SDBE Certificate No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Is the Prime Contractor a NC-certified HUB entity?  Yes  No

If YES, HUB Vendor No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

#### PART II — Utilization Commitment

The undersigned Prime Contractor hereby commits to the SDBE/HUB participation levels listed in HUB Affidavit A and agrees to the following:

- All SDBE/HUB firms listed in Affidavit A shall be used on this project as described, and shall not be substituted or removed without prior written approval from the City Purchasing Manager.
- Monthly SDBE/HUB utilization reports will be submitted with each pay application showing actual payments made to each SDBE/HUB firm.
- Any proposed change to SDBE/HUB participation will be immediately reported to Kim Toon, Purchasing Manager, at [Kimberlytoon@fayettevillenc.gov](mailto:Kimberlytoon@fayettevillenc.gov), accompanied by a plan to maintain or replace the participation level.
- The Prime Contractor will ensure prompt payment to SDBE/HUB subcontractors within seven (7) days of receipt of payment from the City, per G.S. 22C-3.
- Retainage withheld from SDBE/HUB subcontractors shall not exceed the retainage percentage withheld from the Prime Contractor by the City.

**PART III — Certification**

I certify under penalty of perjury that the information provided in this Affidavit and in HUB Affidavit A is true, complete, and accurate; that I am authorized to make these commitments on behalf of the firm; and that the SDBE/HUB firms listed hold current valid certifications as described.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

NC General Contractor License No.: \_\_\_\_\_

Notarized:

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# Blue Street Office Building Renovation

739 Blue Street  
Fayetteville, North Carolina 28301  
Owner: City of Fayetteville

GORDON JOHNSON Architecture

654 Wag Street, Suite 4  
Fayetteville, NC 28301  
Phone: (910) 223-2186  
E-Mail: gordon@gordonjohnsonarchitecture.com

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Legal Disclaimer: This document is intended to comply with the requirements of the American Institute of Architects (AIA) regarding the preparation of contracts for architects. It is not intended to constitute an offer of insurance or any other financial product. The user should have this document reviewed by their attorney before it is signed.

Professional Seal for Gordon Johnson, License No. 54430, State of North Carolina.

Professional Seal for Gordon Johnson, License No. 54430, State of North Carolina.

## BUILDING CODE SUMMARY

Name of Project: Blue Street Office Building Renovation  
Address: 739 Blue Street, Fayetteville, North Carolina 28301  
Owner or Authorized Agent: Michael Gibson  
e-mail: mgibson@cityoffayetteville.com Phone #: 910-433-1541  
Owned By:  City/County  Private  State  
Enforcement Jurisdiction:  City Fayetteville  County  State

CONTACT / LEAD DESIGN PROFESSIONAL / PROJECT COORDINATOR: Gordon Johnson, AIA, LEED AP  
DESIGNER: FIRM NAME NC LICENSE # TELEPHONE #  
Architectural: Gordon Johnson Architecture, PLLC Gordon Johnson 6184 910-223-2186  
e-mail: gordon@gordonjohnsonarchitecture.com  
Civil: N/A  
Electrical: Meridian Engineering M. Bryan Pike 05110 252-522-2581  
e-mail: bryan@meridianeng.net  
Fire Alarm: N/A  
Plumbing: Meridian Engineering M. Bryan Pike 05110 252-522-2581  
e-mail: bryan@meridianeng.net  
Mechanical: Meridian Engineering M. Bryan Pike 05110 252-522-2581  
e-mail: bryan@meridianeng.net  
Sprinkler - Standpipe: N/A  
Structural: N/A  
Precast: N/A  
Trusses: N/A  
Retaining Walls > 5' High: N/A  
Other: N/A  
Special Inspector: N/A

2024 NC BUILDING CODE:  New Building  Addition  Renovation  
 Let Time Interior Completion  
 Shell / Core  
 Phased Construction - Shell / Core  
2024 NC EXISTING BUILDING CODE: EXISTING:  Prescriptive  Repair  Chapter 14  
Alteration:  Level I  Level II  Level III  
 Historic Property  
CONSTRUCTED: (date)  N/A CURRENT OCCUPANCY(S) (Ch. 3):  Assembly  
RENOVATED: (date)  N/A PROPOSED OCCUPANCY(S) (Ch. 3):  Business  
RISK CATEGORY (Table 1604.5): Current:  I  II  III  IV  
Proposed:  I  II  III  IV

BASIC BUILDING DATA  
Construction Type:  I-A  II-A  III-A  IV  V-A  
 I-B  II-B  III-B  V-B  
Sprinklers:  No  Partial  Yes  
Standpipes:  No  Yes Glass  I  II  III  Wet  Dry  
Fire District:  No  Yes Flood Hazard Area:  No  Yes  
Special Inspections Required:  No  Yes

FLOOR	EXISTING (SQ. FT.)	NEN (SQ. FT.)	SUB-TOTAL
3rd Floor			
2nd Floor	n/a	n/a	n/a
Mezzanine	n/a	n/a	n/a
1st Floor	6628	n/a	6628
Basement	202	n/a	202
TOTAL	6830	0	6830

ALLOWABLE AREA  
Primary Occupancy Classification(s):  
Assembly  A-1  A-2  A-3  A-4  A-5  
Business   
Educational   
Factory  F-1 Moderate  F-2 Low  
Hazardous  H-1 Detonate  H-2 Deflagrate  H-3 Combust  H-4 Health  H-5 HPM  
Institutional  I-1 Condition  I-2  
 I-2 Condition  I-1  I-2  
 I-3 Condition  I-1  I-2  I-3  I-4  
 I-4  
Mercantile   
Residential  R-1  R-2  R-3  R-4  
Storage  S-1 Moderate  S-2 Low  High-piled  
 Parking Garage  Open  Enclosed  Repair Garage  
Utility and Miscellaneous

Accessory Occupancy Classification(s): N/A  
Incidental Uses (Table 504): N/A  
Special Uses (Chapter 4 - List Code Sections): N/A  
Special Provisions (Chapter 5 - List Code Sections): N/A  
Mixed Occupancy:  No  Yes Separation: \_\_\_\_\_ Hr. Exception: \_\_\_\_\_  
 Non-Separated Use (508.3) - The required type of construction for the building shall be determined by applying the height and area limitations for each of the applicable occupancies to the entire building. The most restrictive type of construction so determined, shall apply to the entire building.  
 Separated Use (508.4) - See below for area calculations for each story, the area of the occupancy shall be such that the sum of the ratios of the actual floor area of each use divided by the allowable floor area for each use shall not exceed 1.  
Actual Area of Occupancy A + Actual Area of Occupancy B ≤ Allowable Area of Occupancy A + Allowable Area of Occupancy B  
\_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_ ≤ \_\_\_\_\_ 1.00

STORY NO.	DESCRIPTION AND USE	(A) BLDG AREA PER STORY (ACTUAL)	(B) TABLE 506.2.4 AREA	(C) AREA FOR FRONTAGE INCREASE <sup>1</sup>	ALLOWABLE AREA PER STORY (OR UNLIMITED) <sup>2,3</sup>
-	-	-	-	-	-

<sup>1</sup> Frontage area increases from Section 506.2.4 are computed thus:  
a. Perimeter which fronts a public way or open space having 20 feet minimum width = \_\_\_\_\_ ft. (F)  
b. Total Building Perimeter = \_\_\_\_\_ ft. (P)  
c. Ratio (F/P) = \_\_\_\_\_ (F/P)  
d.  $W = \text{Minimum width of public way} = \frac{1}{2} \times F$  ft. (W)  
e. Percent of frontage increase  $I_f = 100 \left[ \frac{F/P - 0.25}{F/P} \right] \times W/30 = \frac{1}{3}$  (%)  
<sup>2</sup> Unlimited area is applicable under conditions of Section 501.  
<sup>3</sup> Maximum Building Area = total number of stories in the building X D (maximum 3 stories) (506.2)  
<sup>4</sup> The minimum area of open parking garages must comply with Table 406.5.4.  
<sup>5</sup> Frontage increase is based on the un sprinklered area value in Table 506.2.

USE GROUP AND / OR SPACE DESCRIPTION	(a) AREA sq. ft.	(b) AREA PER OCCUPANT (Table 1004.1.2)	(ab) NUMBER OF OCCUPANTS	(c) EGRESS WIDTH PER OCCUPANT (1005.3) STAIR LEVEL STAIR LEVEL	REQUIRED WIDTH (SECTION 1005.3) (a/b) X c	ACTUAL WIDTH SHOWN ON PLANS
Business	6628	100	67	n/a 0.2 n/a 13.4	n/a	204
Total # of Occupants	-	-	67	-	-	-

<sup>1</sup> See Table 1004.1.2 to determine whether net or gross area is applicable.  
<sup>2</sup> Minimum stairway width (Section 1011.2), min. corridor width (Section 1020.2), min. door width (Section 1010.1)  
<sup>3</sup> Minimum width of exit passageway (Section 1024.2)  
<sup>4</sup> The loss of one means of egress shall not reduce the available capacity to less than 50 percent of the total required (Section 1005.5)  
<sup>5</sup> Assembly occupancies (Section 1029)

	ALLOWABLE	SHOWN ON PLANS	CODE REFERENCE <sup>1</sup>
Building Height in Feet (Table 504.3) <sup>2</sup>	40 ft.	20 ft.	n/a
Building Height in Stories (Table 504.4) <sup>3</sup>	2	1	n/a

<sup>1</sup> Provide code reference if the "shown on Plans" quantity is not based on Table 504.3 or 504.4.  
<sup>2</sup> The maximum height of air traffic control towers must comply with Table 412.3.1.  
<sup>3</sup> The maximum height of open parking garages must comply with Table 406.5.4.

BUILDING ELEMENTS	FIRE SEPARATION DISTANCE (FEET) REQ'D	RATING PROVIDED (W - REDUCTION)	DETAIL # AND SHEET #	DESIGN # FOR RATED ASSEMBLY	SHEET # FOR RATED PENETRATION	SHEET # FOR RATED JOINTS
Structural Frame, including columns, girders, trusses						
Bearing Walls						
Exterior						
North		0				
East		0				
West		0				
South		0				
Interior		0				
Nonbearing Walls and Partitions						
Exterior						
North		0				
East		0				
West		0				
South		0				
Interior walls and partitions		0				
Floor Construction						
Including supporting beams and joists						
Floor Ceiling Assembly		0				
Columns Supporting Floors		0				
Roof Construction, including supporting beams and joists						
Roof Ceiling Assembly		0				
Columns Supporting Roof		0				
Shall Enclosures - Exit		N/A				
Shall Enclosures - Other						
Corridor Separation						
Occupancy / Fire Barrier Separation						
Party / Fire Wall Separation						
Smoke Barrier Separation						
Smoke Partition						
Tenant / Dwelling Unit / Sleeping Unit Separation						
Incidental Use Separation						

\*Indicate section number permitting reduction

BUILDING ELEMENTS	FIRE SEPARATION DISTANCE (FEET) REQ'D	RATING PROVIDED (W - REDUCTION)	DETAIL # AND SHEET #	DESIGN # FOR RATED ASSEMBLY	SHEET # FOR RATED PENETRATION	SHEET # FOR RATED JOINTS
Structural Frame, including columns, girders, trusses						
Bearing Walls						
Exterior						
North		0				
East		0				
West		0				
South		0				
Interior		0				
Nonbearing Walls and Partitions						
Exterior						
North		0				
East		0				
West		0				
South		0				
Interior walls and partitions		0				
Floor Construction						
Including supporting beams and joists						
Floor Ceiling Assembly		0				
Columns Supporting Floors		0				
Roof Construction, including supporting beams and joists						
Roof Ceiling Assembly		0				
Columns Supporting Roof		0				
Shall Enclosures - Exit		N/A				
Shall Enclosures - Other						
Corridor Separation						
Occupancy / Fire Barrier Separation						
Party / Fire Wall Separation						
Smoke Barrier Separation						
Smoke Partition						
Tenant / Dwelling Unit / Sleeping Unit Separation						
Incidental Use Separation						

BUILDING ELEMENTS	FIRE SEPARATION DISTANCE (FEET) REQ'D	RATING PROVIDED (W - REDUCTION)	DETAIL # AND SHEET #	DESIGN # FOR RATED ASSEMBLY	SHEET # FOR RATED PENETRATION	SHEET # FOR RATED JOINTS
Structural Frame, including columns, girders, trusses						
Bearing Walls						
Exterior						
North		0				
East		0				
West		0				
South		0				
Interior		0				
Nonbearing Walls and Partitions						
Exterior						
North		0				
East		0				
West		0				
South		0				
Interior walls and partitions		0				
Floor Construction						
Including supporting beams and joists						
Floor Ceiling Assembly		0				
Columns Supporting Floors		0				
Roof Construction, including supporting beams and joists						
Roof Ceiling Assembly		0				
Columns Supporting Roof		0				
Shall Enclosures - Exit		N/A				
Shall Enclosures - Other						
Corridor Separation						
Occupancy / Fire Barrier Separation						
Party / Fire Wall Separation						
Smoke Barrier Separation						
Smoke Partition						
Tenant / Dwelling Unit / Sleeping Unit Separation						
Incidental Use Separation						

FIRE SEPARATION DISTANCE (FEET) FROM PROPERTY LINE	PERCENTAGE OF WALL OPENING CALCULATIONS	ALLOWABLE AREA (%)	ACTUAL SHOWN ON PLANS (%)
Not Applicable	DEGREE OF OPENINGS PROTECTION (TABLE 705.6)		

USE SPACE	EXISTING	WATER CLOSETS	JURIS. S.	LAVATORIES	SHOWERS / TUBS	DRINKING FONTAINS REGULAR	ACCESSIBLE
MALE	2	4	2	2	2	-	-
FEMALE	-	-	-	-	-	-	-
UNISEX	2	2	2	2	2	-	-
REQ'D	2	2	0	1	1	0	1

PLUMBING FIXTURE REQUIREMENTS (TABLE 2402.1)  
SPECIAL APPROVALS (Local Jurisdiction, Department of Insurance, OSC, DPI, DHS, etc., describe below)  
City of Fayetteville (Local Jurisdiction)  
2024 APPENDIX B, STRUCTURAL DESIGN (See drawing sheet N/A)  
2024 APPENDIX B, MECHANICAL DESIGN (See drawing sheet N/A, Minor Renovation Only)  
2024 APPENDIX B, ELECTRICAL DESIGN (See drawing sheet N/A, Minor Renovation Only)

LIFE SAFETY SYSTEM REQUIREMENTS  
Emergency Lighting:  No  Yes  
Exit Signs:  No  Yes  
Fire Alarm:  No  Yes  
Smoke Detection Systems:  No  Yes  Partial  
Panic Hardware:  No  Yes

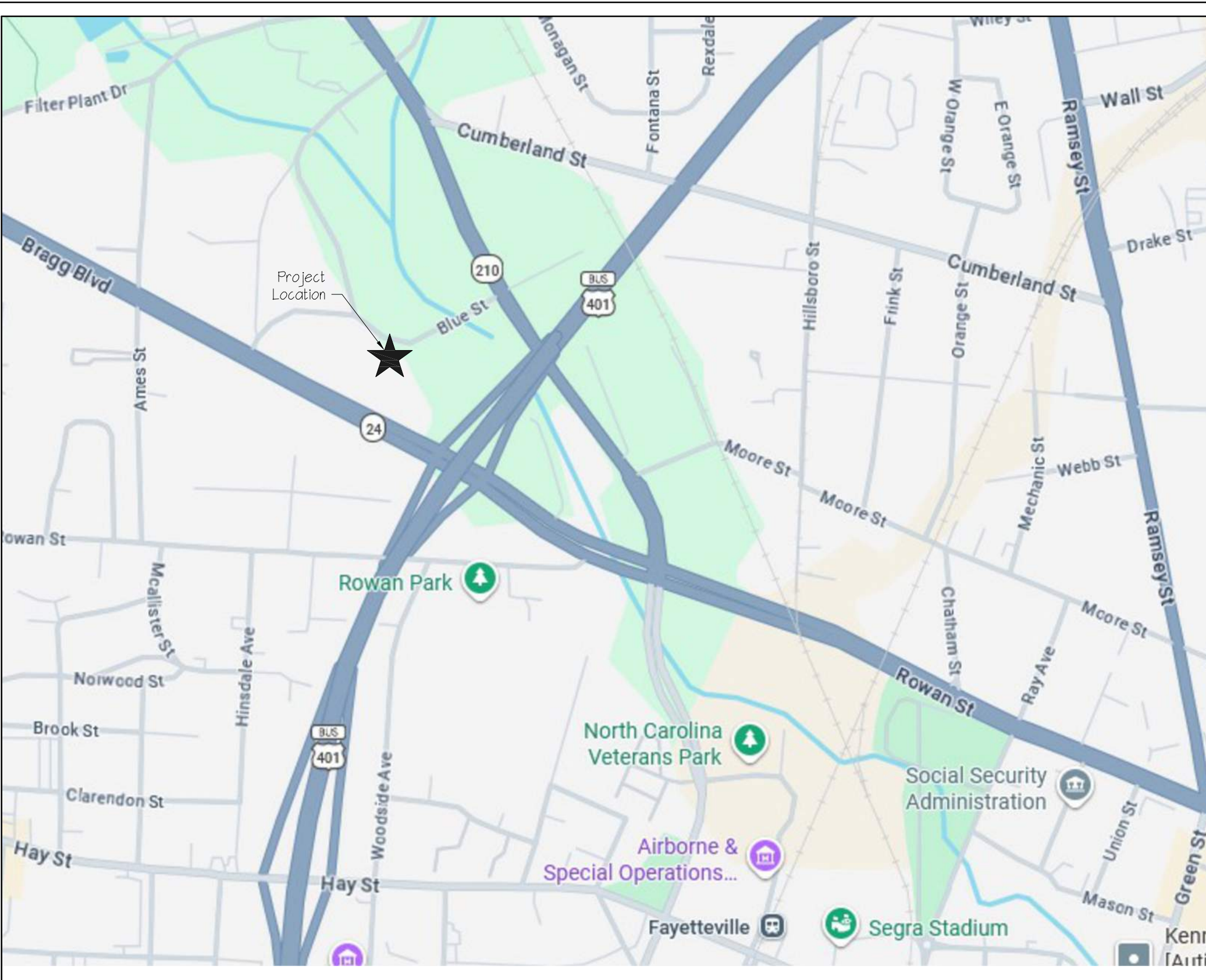
LIFE SAFETY PLAN REQUIREMENTS  
Life Safety Plan Sheet #: GLO  
 Fire and / or smoke rated wall locations (Chapter 7)  
 Assumed and real property line locations (if not on the site plan)  
 Exterior wall opening area with respect to distance to assumed property lines (105.6)  
 Occupancy use for each area as it relates to occupant load calculation (Table 1004.1.2)  
 Occupant loads for each area  
 Exit sign locations (1013)  
 Exit access travel distances (1017)  
 Common path of travel distances (Tables 1006.2.1 & 1006.3.2(1))  
 Dead end lengths (1020.4)  
 Clear exit widths for each exit door  
 Maximum calculated occupant load capacity each exit door can accommodate based on egress width (1005.3)  
 Actual occupant load for each exit door  
 A separate schematic plan indicating where fire rated floor / ceiling and / or roof structure is provided for purposes of occupancy separation  
 Location of doors with panic hardware (1010.1.10)  
 Location of doors with delayed egress locks and the amount of delay (1010.1.4.1)  
 Location of doors with electromagnetic egress locks (1010.1.4.4)  
 Location of doors equipped with hold-open devices  
 Location of emergency escape windows (1030)  
 The square footage of each fire area (202)  
 The square footage of each smoke compartment for Occupancy Classification 1-2 (407.5)  
 Note any code exceptions or table notes that may have been utilized regarding the items above

LOT OR PARKING AREA	TOTAL # OF PARKING SPACES		# OF ACCESSIBLE SPACES PROVIDED		TOTAL # ACCESSIBLE PROVIDED
	REQUIRED	PROVIDED	% 5 SPACES	132" SPACES	
Existing to Remain					
TOTAL					

ENERGY SUMMARY  
ENERGY REQUIREMENTS: The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design vs. annual energy cost for the proposed design.  
Existing building envelope complies with code:  No  Yes (the remainder of this section is not applicable)

Exempt Building:  No  Yes (Provide code or stability reference)  
Climate Zone:  3A  4A  5A  
Method of Compliance: Energy Code  Performance  Prescriptive  
ASHRAE 90.1  Performance  Prescriptive  
(If "Other" specify source here)

THERMAL ENVELOPE (Prescriptive method only)  
Roof / Ceiling Assembly (each assembly)  
Description of assembly: 33" Polys. + 0.5" Cover Bl.  
U-Value of total assembly: 0.04  
R-Value of insulation: R-25  
Skylights in each assembly: N/A  
U-Value of skylight: \_\_\_\_\_  
Total square footage of skylights in each assembly: \_\_\_\_\_  
Walls below grade (Not Applicable)  
Description of assembly: Existing to Remain  
U-Value of total assembly: \_\_\_\_\_  
R-Value of insulation: \_\_\_\_\_  
Floors over unconditioned space (Not Applicable)  
Description of assembly: \_\_\_\_\_  
U-Value of total assembly: \_\_\_\_\_  
R-Value of insulation: \_\_\_\_\_  
Floors slab on grade (Not Applicable)  
Description of assembly: \_\_\_\_\_  
U-Value of total assembly: \_\_\_\_\_  
R-Value of insulation: \_\_\_\_\_  
Slab heated: \_\_\_\_\_  
Solar heat gain coefficient: \_\_\_\_\_  
Projection factor: \_\_\_\_\_  
Door R-Values: \_\_\_\_\_



VICINITY MAP  
FAYETTEVILLE, NC

- ### Drawing Sheet Index
- TSI Cover Sheet & Building Code Data
  - GLO Notes, Abbreviations, Symbols, Specifications & Life Safety Plan
  - DLO Demo Notes & Plans
  - ALO Floor Plan, Reflected Ceiling Plan, Notes & Finish Schedule
  - ALI Roof Plan & Details
  - A2.0 Exterior Elevations, Door Schedule & Details
  - A3.0 Interior Elevations & Enlarged Floor Plans
  - PLO Plumbing Supply, Waste & Vent Plans, Fixture Schedule & Notes
  - MLO Mechanical Demolition Plan
  - M2.0 Floor Mechanical Plan
  - M3.0 Ceiling Mechanical Plan, Schedules & Notes
  - ELO Electrical Demolition Plan
  - E2.0 Lighting Plan, Schedule & Legend
  - E3.0 Power Plan, Notes & Legend

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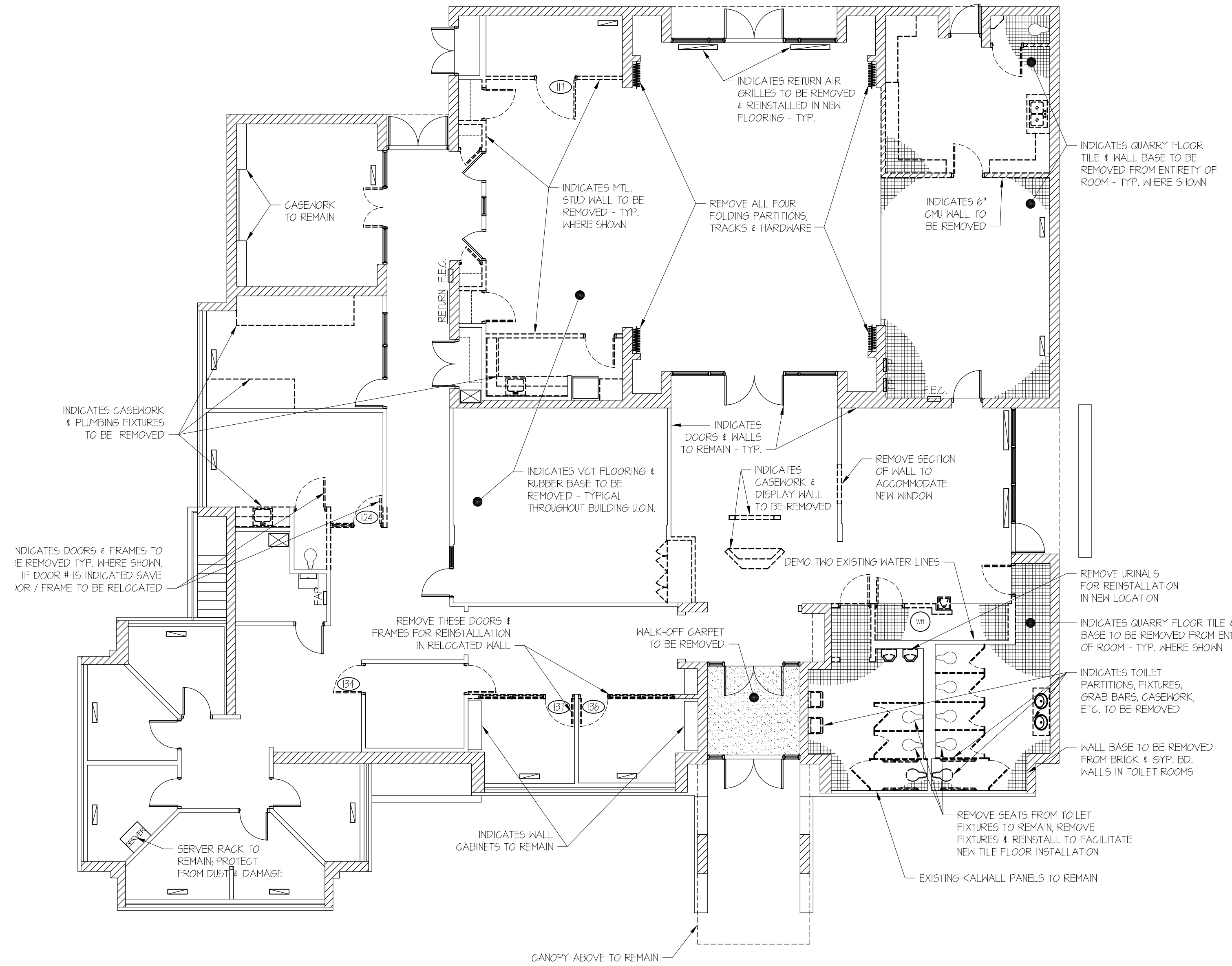
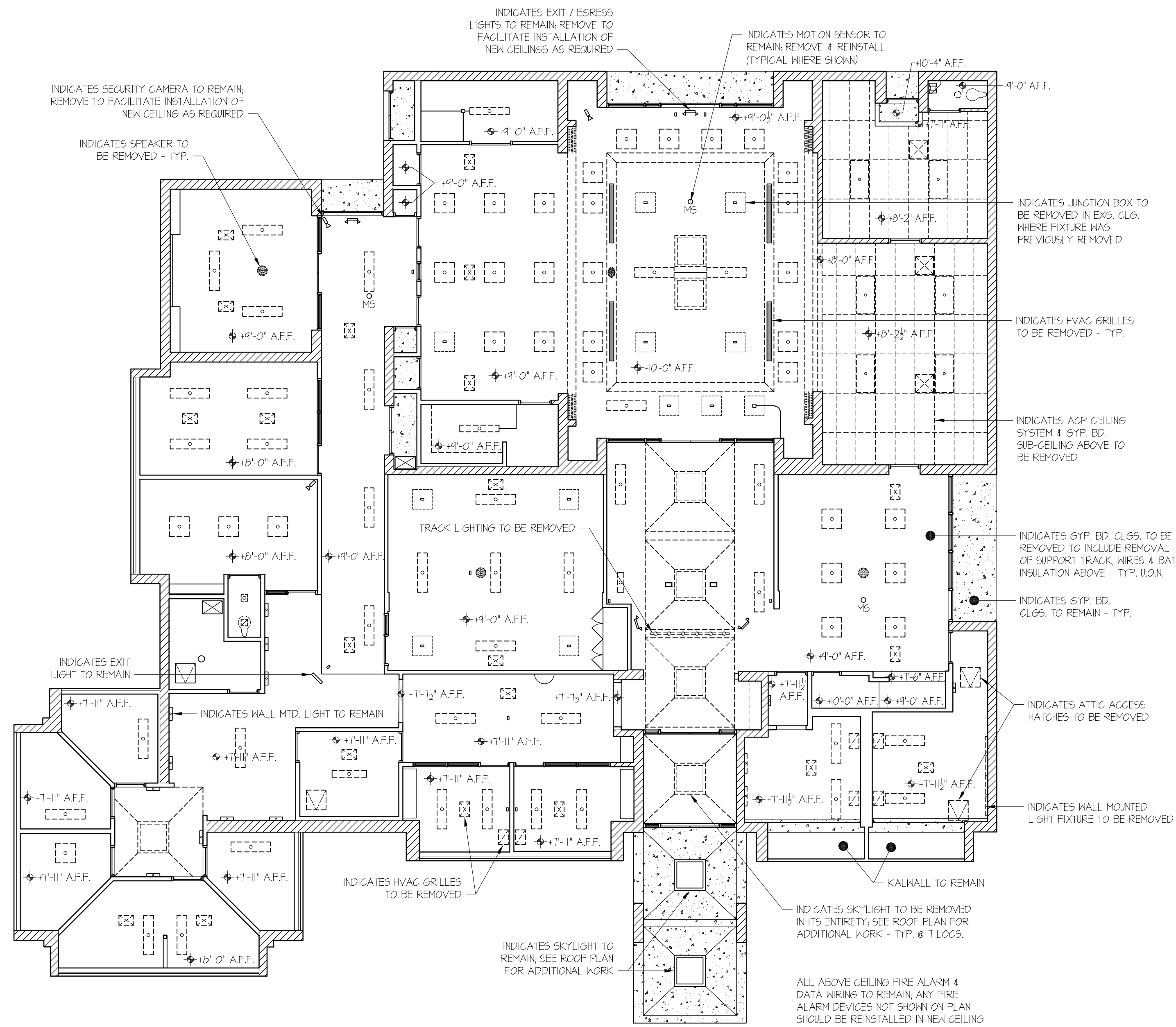
DRAWN BY: JD Pike  
REVIEWED BY: G. Johnson  
DATE: 5-20-2026  
PROJECT NO.: 2521

REVISIONS	
Number	Date
1	XX-XX-XXXX

SHEET NUMBER  
TSI

SPACE RESERVED FOR PERMITTING OFFICE





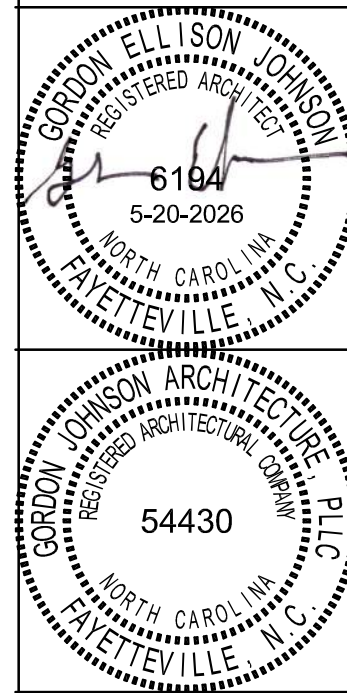
2 REFLECTED CEILING DEMOLITION PLAN  
1/8" = 1'-0"

1 DEMOLITION FLOOR PLAN  
1/8" = 1'-0"

- DEMOLITION NOTES
- 1) THE INTENT OF THE DEMOLITION PLANS IS TO SHOW THE GENERAL NATURE OF THE DEMOLITION SCOPE. INCIDENTAL DEMOLITION NOT SHOWN BUT REQUIRED TO ACCOMMODATE NEW WORK IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE JOB SITE AND VERIFYING THE EXISTING CONDITIONS. THE CONTRACTOR SHOULD NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR DIFFICULTIES THAT MIGHT ARISE PRIOR TO EXECUTING THE WORK. IN ADDITION, EXAMINE ALL WORK THAT IS INTENDED TO REMAIN AS PART OF THE COMPLETED PROJECT AND REPORT ALL UNSATISFACTORY CONDITIONS TO THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK. EXERCISE EXTREME CARE DURING DEMOLITION SO AS NOT TO DAMAGE CONSTRUCTION AND OTHER STRUCTURES THAT ARE INTENDED TO REMAIN. ANYTHING DAMAGED AT TIME OF WORK IS TO BE REPAIRED AND/OR REPLACED TO MATCH EXISTING CONSTRUCTION AT THE CONTRACTOR'S EXPENSE.
  - 2) ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL STANDARD LOCAL, NATIONAL, STATE AND FEDERAL SAFETY REQUIREMENTS FOR DEMOLITION.
  - 3) REFER TO ALL OTHER PLANS INCLUDING, BUT NOT LIMITED TO FINISH FLOOR PLANS, ENGINEERING PLANS, ETC., FOR SCOPE OF DEMOLITION WORK TO BE INCLUDED IN BID AND PRIOR TO COMMENCEMENT OF DEMOLITION. SCHEDULE OF DEMOLITION ACTIVITIES MUST BE COORDINATED WITH CONSTRUCTION PHASING INDICATED IN THESE DRAWINGS.
  - 4) PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND SERVICES AND PERFORM ALL OPERATIONS REQUIRED FOR COMPLETE DEMOLITION AND RELATED WORK AS DESCRIBED AND SPECIFIED HEREIN, AND AS MAY BE REASONABLY IMPLIED AS NECESSARY TO COMPLETE THE WORK IN ALL RESPECTS.
  - 5) REFER TO ENGINEERING DRAWINGS FOR EXISTING ITEMS TO REMAIN (DUCTWORK, PLUMBING RISERS, ELECTRICAL FEEDS, PANELS, ETC.) WHEN DEMOLITION TAKES PLACE. SHOULD ANY WORK AFFECT THE INTEGRITY OF THE STRUCTURE, WORK MUST STOP IMMEDIATELY, AND THE ARCHITECT BE NOTIFIED. UNDER NO CIRCUMSTANCES SHALL REINFORCING OF ANY KIND BE DAMAGED, CUT OR BROKEN.
  - 6) CONTRACTOR TO REVIEW WITH ARCHITECT, REGARDING ALL ITEMS SCHEDULED FOR RELOCATION. SAID ITEMS TO BE REMOVED CAREFULLY, PROTECTED AND STORED.
  - 7) CONTRACTOR TO COORDINATE AND VERIFY WITH THE OWNER ANY ITEMS TO BE SALVAGED PRIOR TO DEMOLITION. THESE ITEMS MAY INCLUDE, BUT ARE NOT LIMITED TO CASEWORK, LIGHT FIXTURES, DOORS, WINDOWS, EQUIPMENT, EXISTING FURNITURE, CEILING COMPONENTS, SIGNAGE, ELECT. / SECURITY DEVICES, DOOR HARDWARE, PLUMBING FIXTURES / ACCESSORIES, ETC.
  - 8) DISPOSE OF ALL DEMOLISHED OR REMOVED MATERIALS LEGALLY OFF THE SITE IF NOT CLAIMED BY THE OWNER. COMPLY WITH ALL LOCAL HAULING AND DISPOSAL REQUIREMENTS.
  - 9) MAINTAIN EXISTING UTILITIES TO REMAIN IN SERVICE AND PROTECT AGAINST DAMAGE DURING DEMOLITION OPERATIONS.
  - 10) UPON COMPLETION, CLEAN THE ENTIRE AREA OF DEMOLITION TO A TIDY, UNIFORM CONDITION REMOVING ALL DEBRIS, DUST PARTITIONS, TEMPORARY WALLS, AND ASSOCIATED MATERIALS USED DURING THE DEMOLITION.
  - 11) EXISTING WALLS, COLUMNS, DOORS, & OTHER BUILDING COMPONENTS TO REMAIN ARE SHOWN AS SOLID LINES.
  - 12) EXISTING WALLS, COLUMNS, DOORS, & OTHER BUILDING COMPONENTS TO BE REMOVED ARE SHOWN AS DASHED LINES. (SEE FLOOR FINISHES PLANS & ROOF PLANS FOR THOSE EXG. FINISHES TO BE REMOVED TO ACCOMMODATE NEW FINISHES)
  - 13) REPAIR ALL FLOOR, WALL, & CEILING FINISHES TO REMAIN (WHERE ITEMS WERE REMOVED) WITH SIMILAR FINISHES TO MATCH EXISTING.
  - 14) EXISTING PLANS HEREIN DESCRIBED ARE DERIVED FROM A COMPILATION OF ORIGINAL BUILDING DOCUMENTS AND DOCUMENTS FOR SUBSEQUENT BUILDING MODIFICATIONS AND/OR RENOVATIONS SUPPLIED TO THE ARCHITECT BY THE OWNER. FIELD VERIFICATION IS ADVISED TO DETERMINE ACCURACY OF ALL EXISTING CONDITIONS.
  - 15) COORDINATE EXTENT AND LOCATION OF WALL DEMOLITION WITH NEW CONSTRUCTION ON OTHER DRAWING SHEETS.
  - 16) SALVAGEABLE ITEMS SUCH AS BUT NOT LIMITED TO, PLUMBING, MECHANICAL & ELECTRICAL FIXTURES, TOILET ACCESSORIES, & DOOR HARDWARE SHALL BE OFFERED TO THE OWNER PRIOR TO DISPOSAL.
  - 17) CONTRACTOR TO PROVIDE SMOOTH TRANSITIONS BETWEEN ITEMS TO BE REMOVED AND EXISTING MATERIALS TO REMAIN TO AVOID PERSONAL INJURY OR DAMAGE TO FINISHES TO REMAIN. CONTRACTOR SHALL PHOTO DOCUMENT ALL EXISTING AREAS TO BE DEMOLISHED AND TURNED OVER TO THE ARCHITECT PRIOR TO START OF DEMO ACTIVITY.
  - 18) CONTRACTOR IS RESPONSIBLE FOR ALL MEANS & METHODS OF DEMOLITION & RENOVATION U.O.N.
  - 19) SEE ROOF PLANS FOR DEMOLITION REQUIREMENTS FOR THOSE AREAS.



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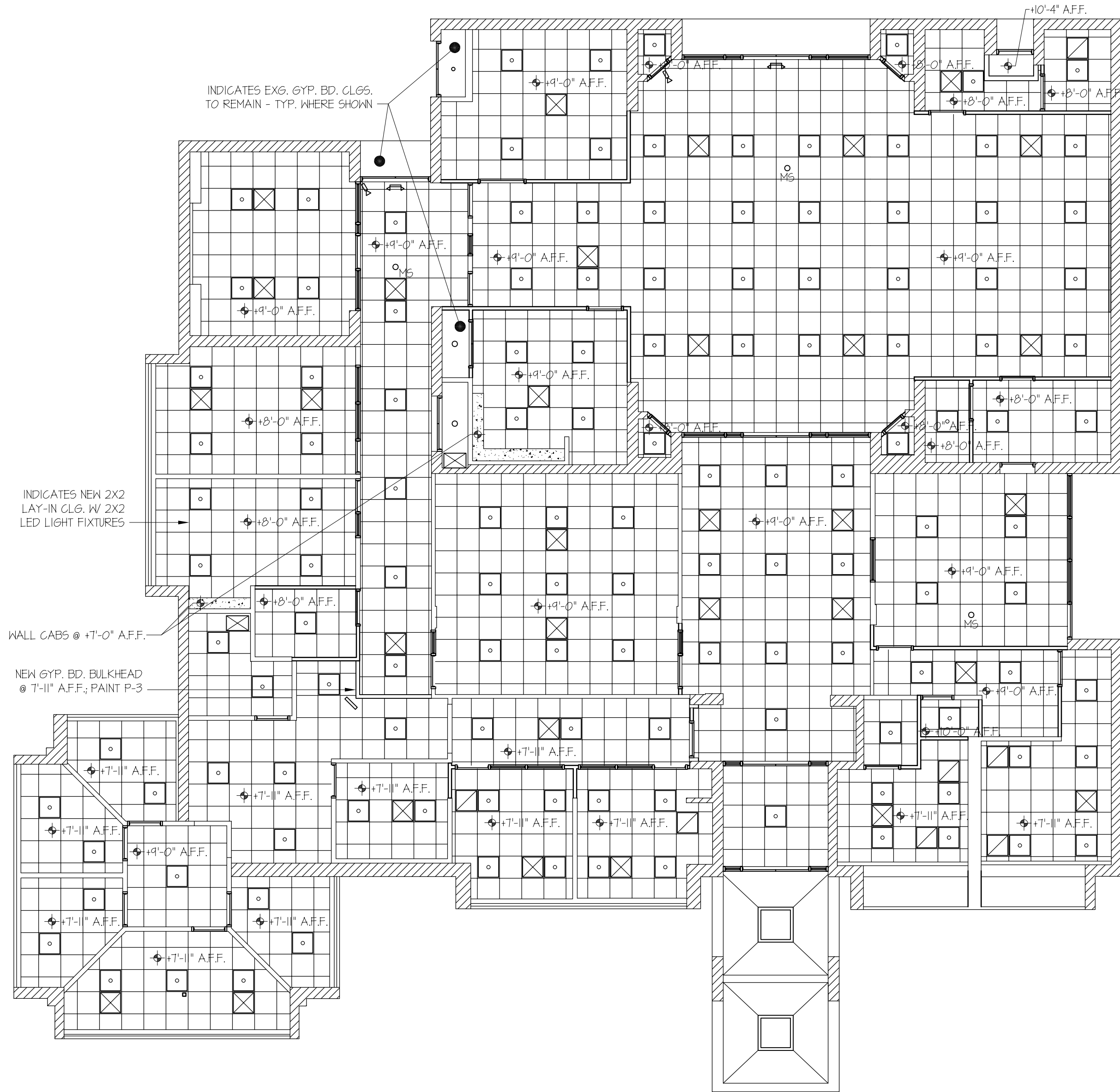
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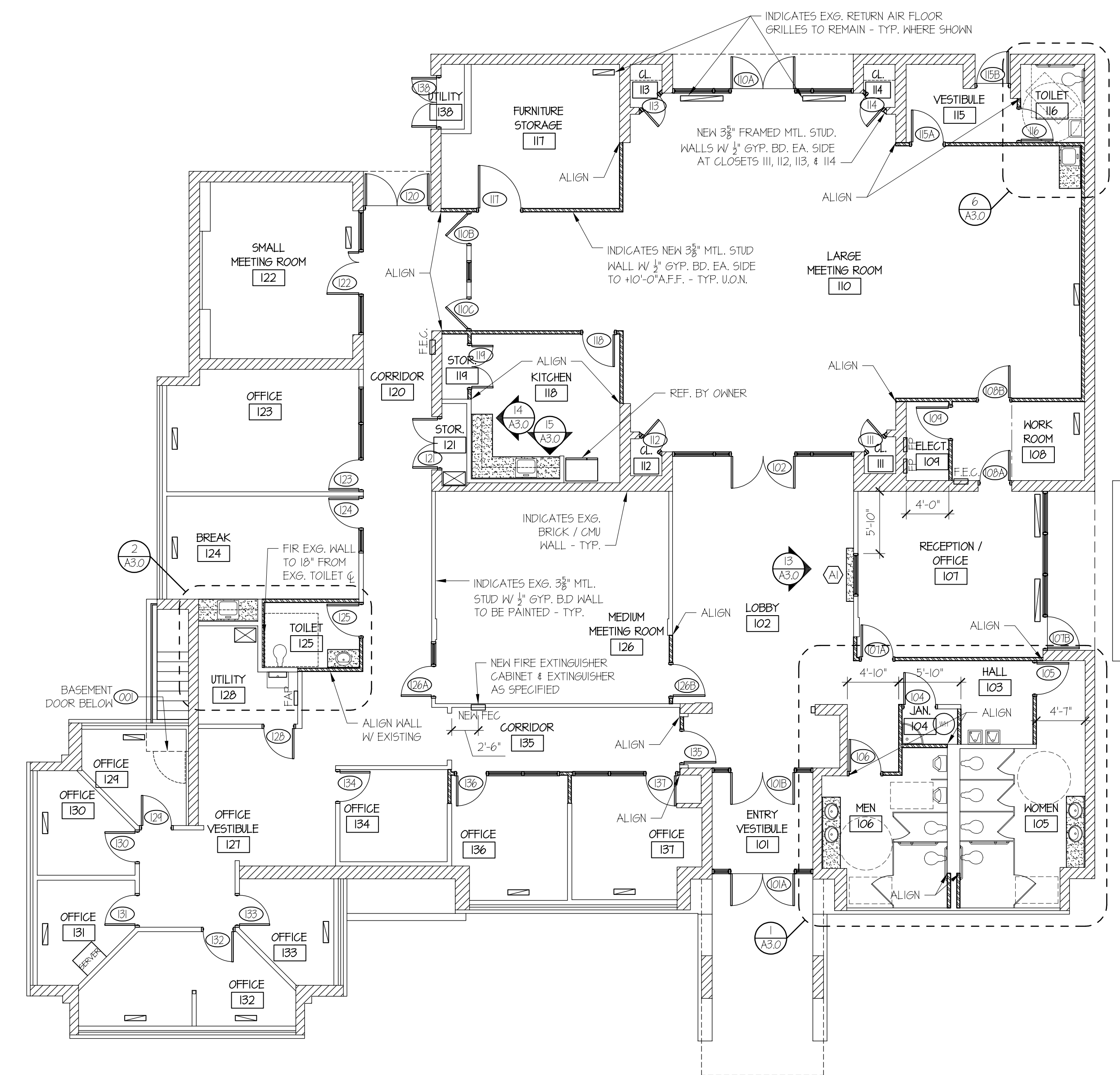
REVISIONS	
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SPACE RESERVED FOR PERMITTING OFFICE





**3 REFLECTED CEILING PLAN PLAN**  
3/32" = 1'-0"

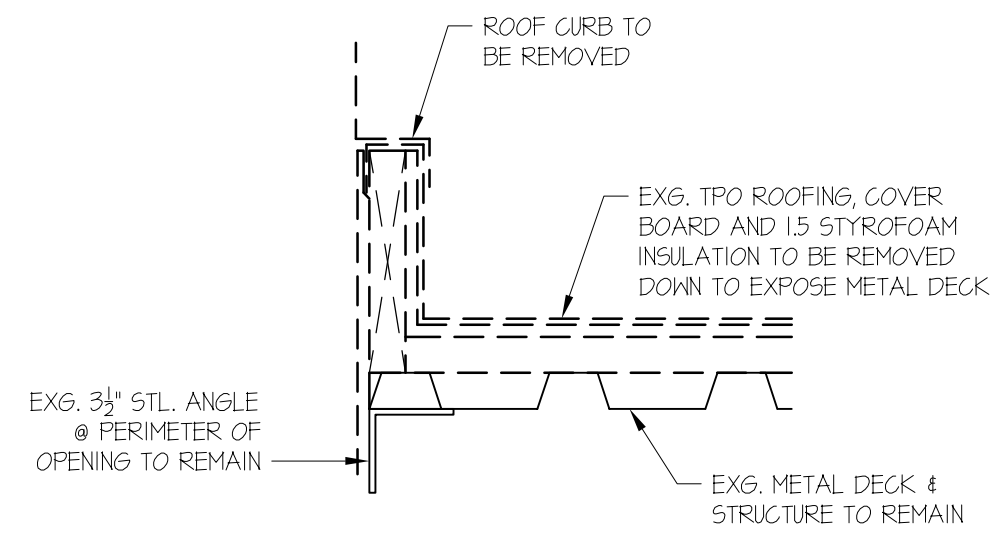


**1 FLOOR PLAN**  
1/8" = 1'-0"

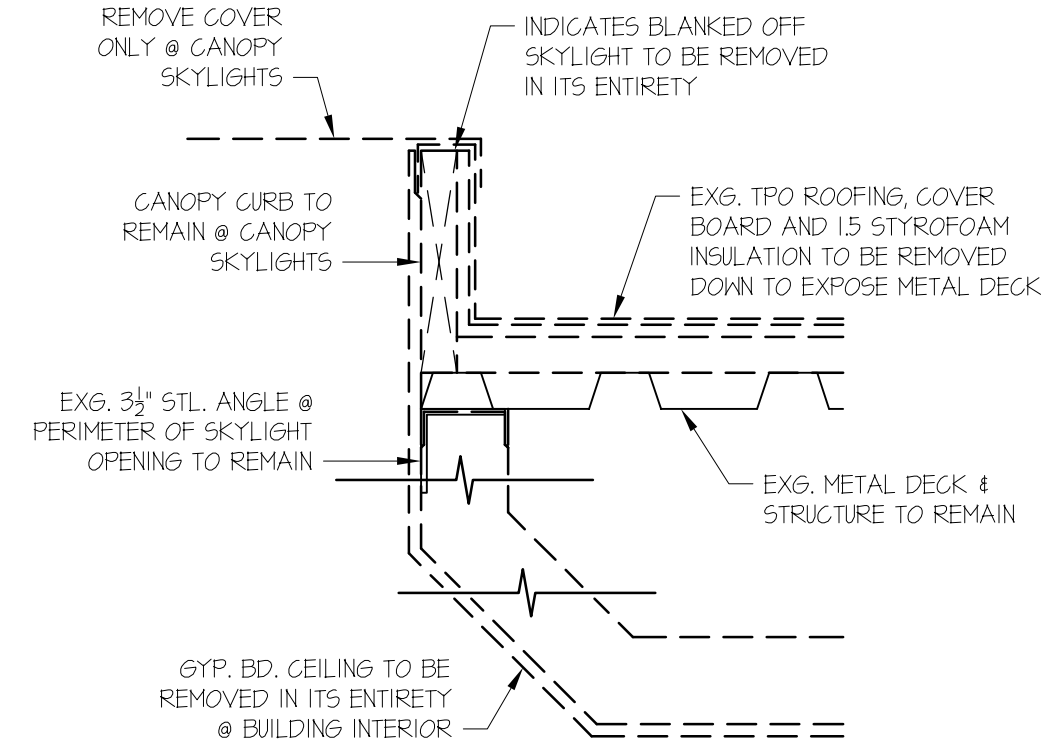
FINISH LEGEND		FINISH SCHEDULE																		
ITEM	DESCRIPTION	#	ROOM	MATERIAL	FLOORS	MATERIAL	WALLS	FINISH	CEILING	NOTES	#	ROOM	MATERIAL	FLOORS	MATERIAL	WALLS	FINISH	CEILING	NOTES	
FLOORING & BASE																				
LVT	LUXURY VINYL TILE TO BE TERRAIN II 20 MIL 0454V IN ASPEN 05014 BY SHAW CONTRACT OR APPROVED EQUAL	101	ENTRY VESTIBULE	WOC	NONE	EXG. BRICK	EXISTING	ACP	FACTORY		121	STORAGE	LVT	RB	EXG. BRICK / GYP. BD.	P-1	EXG. GYP. BD.	P-3		
CPT	CARPET FLOOR TILE TO BE RADIANCE TILE 54361 IN BLACK CASHMERE 60505 BY SHAW CONTRACT OR APPROVED EQUAL	102	LOBBY	LVT	RB	EXG. BRICK / GYP. BD.	P-1				122	SMALL MEETING ROOM	CPT		EXG. BRICK	NONE	ACP	FACTORY		
CT	CERAMIC FLOOR TILE TO BE DAL TILE KEYSTONES URBAN PUTTY SPECKLE IN 2X2 HEXAGON SHAPE OR APPROVED EQUAL	103	HALL			GYP. BD.					123	OFFICE			EXG. BRICK / GYP. BD.	P-1				
CTB	CERAMIC TILE BASE TO BE DAL TILE KEYSTONES ARTISAN BROWN SPECKLE BUILD UP 6' COVE BASE OR APPROVED EQUAL	104	JANITOR								124	BREAK	LVT							
RB	RUBBER BASE TO BE JOHNSONITE 4" DURA-COVE THERMOPLASTIC RUBBER IN BURNT UMBER 63 OR APPROVED EQUAL	105	WOMEN	CT	CTB	EXG. BRICK / GYP. BD.				NO PAINT ON K/WALL	125	TOILET	CT	CTB	GYP. BD.					
WOC	WALK OFF CARPET TILE TO BE WELCOME II TILE 57031 IN MULTICOLOR 3481 BY SHAW CONTRACT OR APPROVED EQUAL	106	MEN							NO PAINT ON K/WALL	126	MEDIUM MEETING ROOM	CPT	RB	EXG. BRICK / GYP. BD.					
WALLS / DOORS / FRAMES																				
P-1	LATEX SEMI-GLOSS PAINT, SHERWIN-WILLIAMS, SW 6141 PANDA WHITE - INTERIOR WALLS	107	RECEPTION / OFFICE	CPT	RB						127	OFFICE VESTIBULE	LVT						NO PAINT ON BRICK	
P-2	LATEX GLOSS PAINT, SHERWIN-WILLIAMS, SW 2830 POLISHED MAHOGANY	108	WORK ROOM								128	UTILITY	EXG. CONC.							
P-3	LATEX SEMI-GLOSS PAINT, SHERWIN-WILLIAMS, SW T157 HIGH REFLECTIVE WHITE - INTERIOR CEILINGS	109	ELECTRICAL	LVT		EXG. BRICK / CMU / GYP. BD.					129	OFFICE	CPT							
CEILINGS																				
ACP	ACOUSTICAL CEILING PANEL - ARMSTRONG FINE FIGURED 24" X 24" 1/8" TEBULAR LAY-IN W/ PRELUBE 15/16" EXPOSED TEE SUSPENSION SYSTEM	110	LARGE MEETING ROOM	CPT							130	OFFICE								
CSK	CASEWORK	111	CLOSET								131	OFFICE								
SS-1	SOLID SURFACE TO BE 4200CM EUROPA AS MFG. BY WILSONART OR APPROVED EQUAL	112	CLOSET								132	OFFICE								
VS	VANITY SINKS TO BE AVIDO OVAL ADA VANITY BOWL IN CALM WHITE AS MFG. BY WILSONART OR APPROVED EQUAL	113	CLOSET								133	OFFICE								
SK	CASEWORK SINKS TO BE SINGLE BOWL SMALL AK2015 IN CALM WHITE AS MFG. BY WILSONART OR APPROVED EQUAL	114	CLOSET								134	OFFICE								
PL-1	PLASTIC LAMINATE TO BE SOLAR OAK 106-60 AS MFG. BY WILSONART OR APPROVED EQUAL	115	VESTIBULE	LVT							135	CORRIDOR	LVT		GYP. BD.					
		116	TOILET	CT	CTB						136	OFFICE	CPT		BRICK / GYP. BD.					
		117	FURNITURE STORAGE	CPT	RB	EXG. BRICK / GYP. BD.					137	OFFICE								
		118	KITCHEN	LVT							138	UTILITY	EXG. CONC.					EXG. GYP. BD.	P-3	
		119	STORAGE					EXG. GYP. BD.	P-3											
		120	CORRIDOR					ACP	FACTORY											

**FINISH SCHEDULE NOTES**  
1) REPAIR GYPSUM BOARD FINISH WHERE EXISTING TILE BASE WAS REMOVED FOR NEW BASE TO LAY FLAT

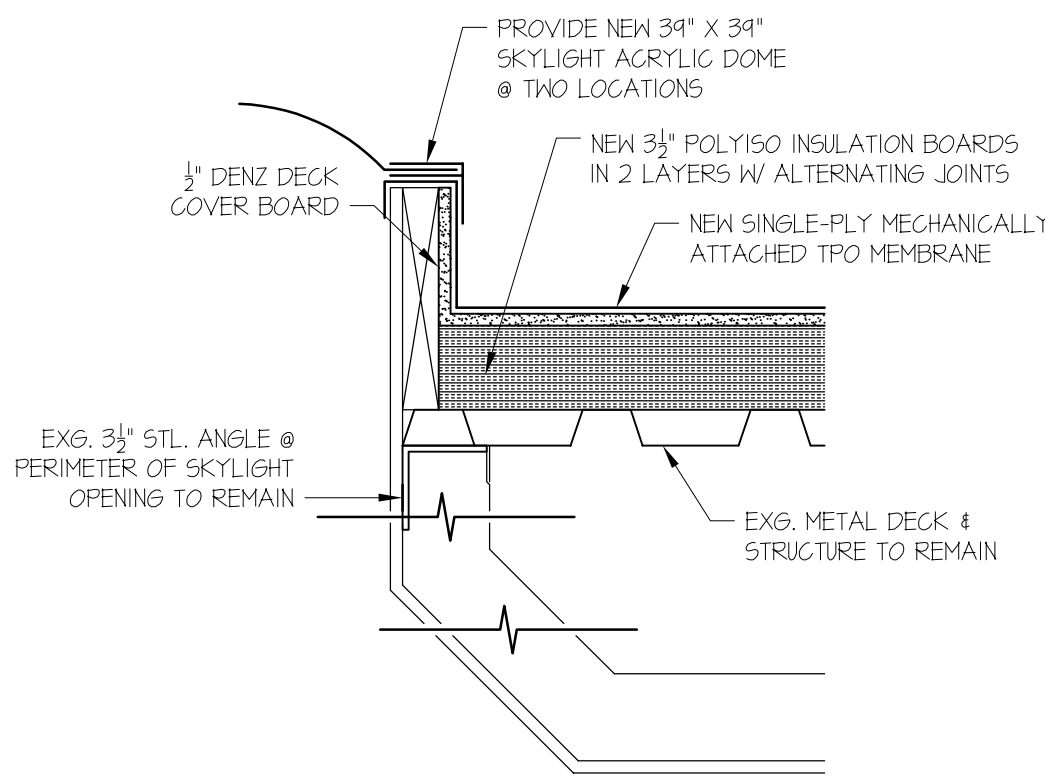
SPACE RESERVED FOR PERMITTING OFFICE



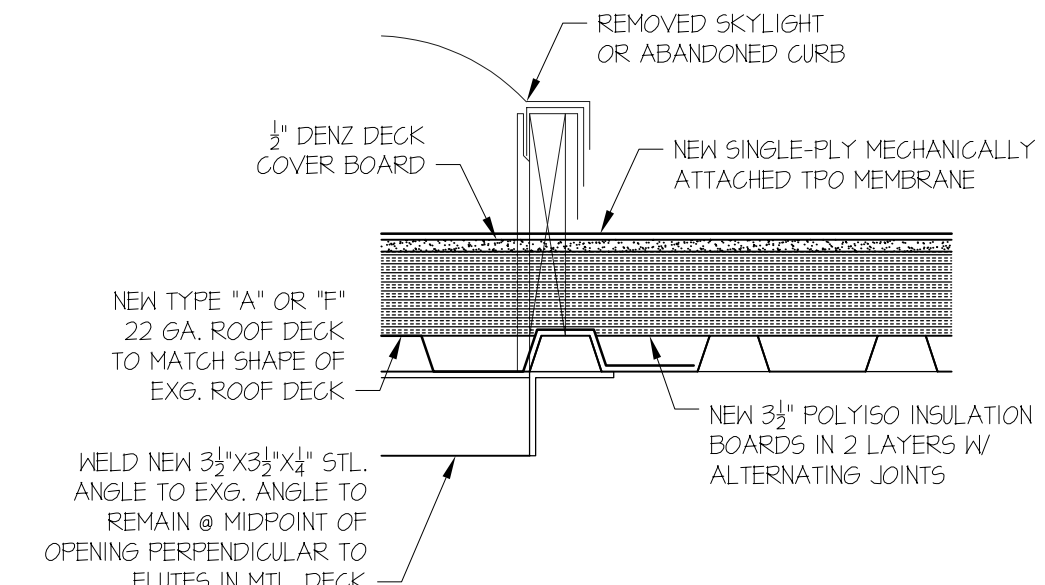
3 DEMO SECTION @ EQUIPMENT CURB  
1 1/2" = 1'-0"



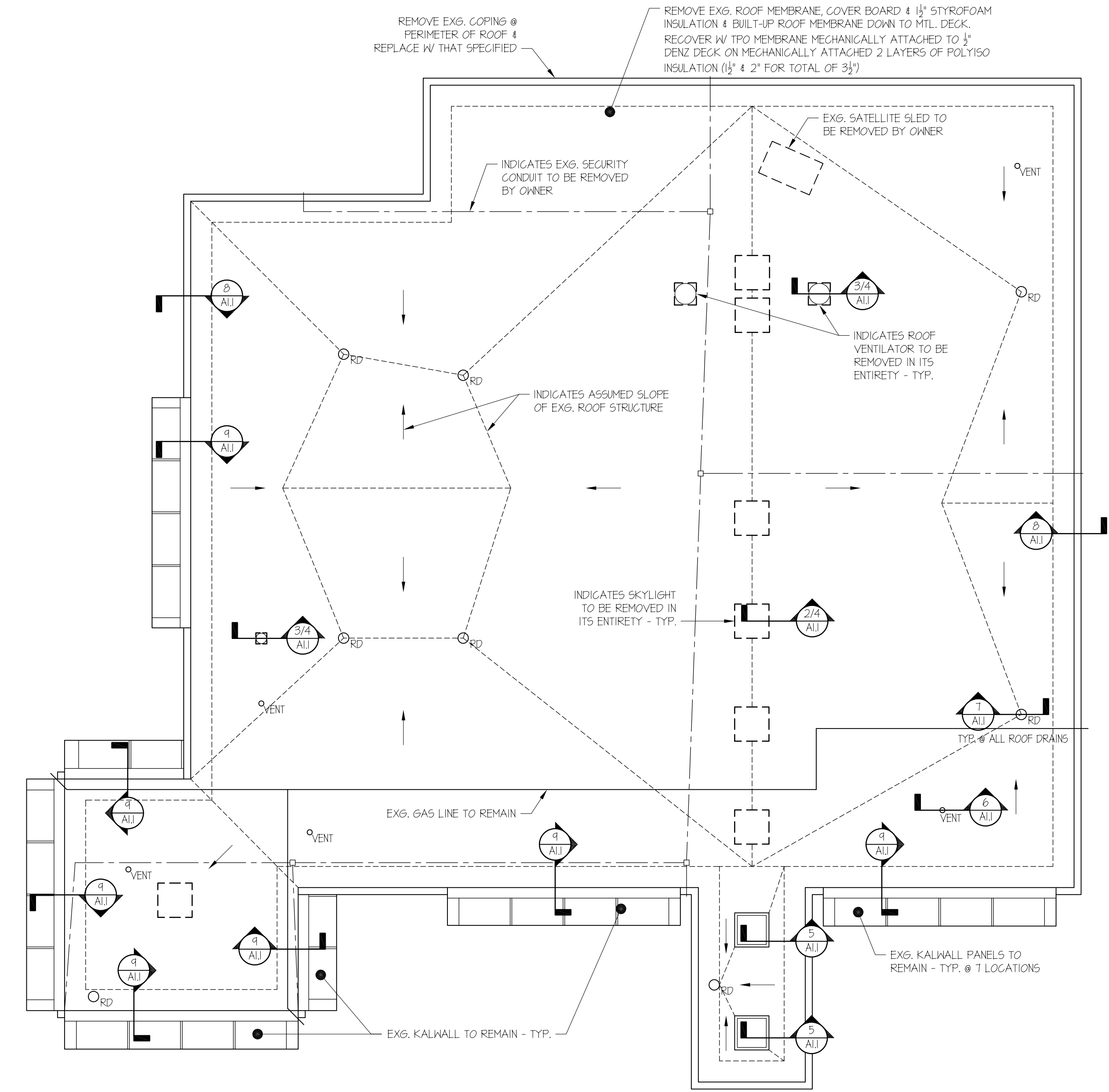
2 DEMO SECTION @ SKYLIGHT  
1 1/2" = 1'-0"



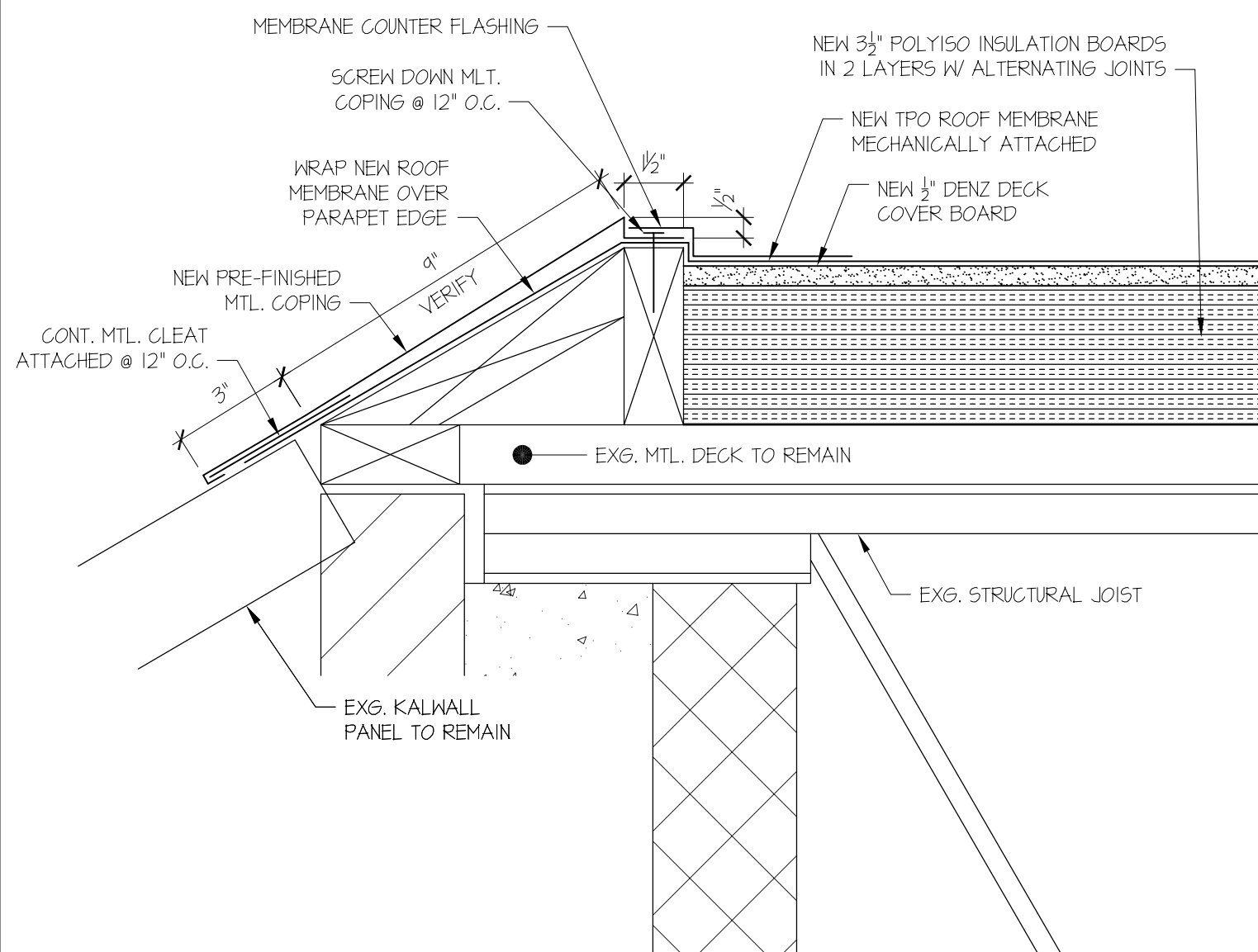
5 SECTION @ SKYLIGHT RENOVATION  
1 1/2" = 1'-0"



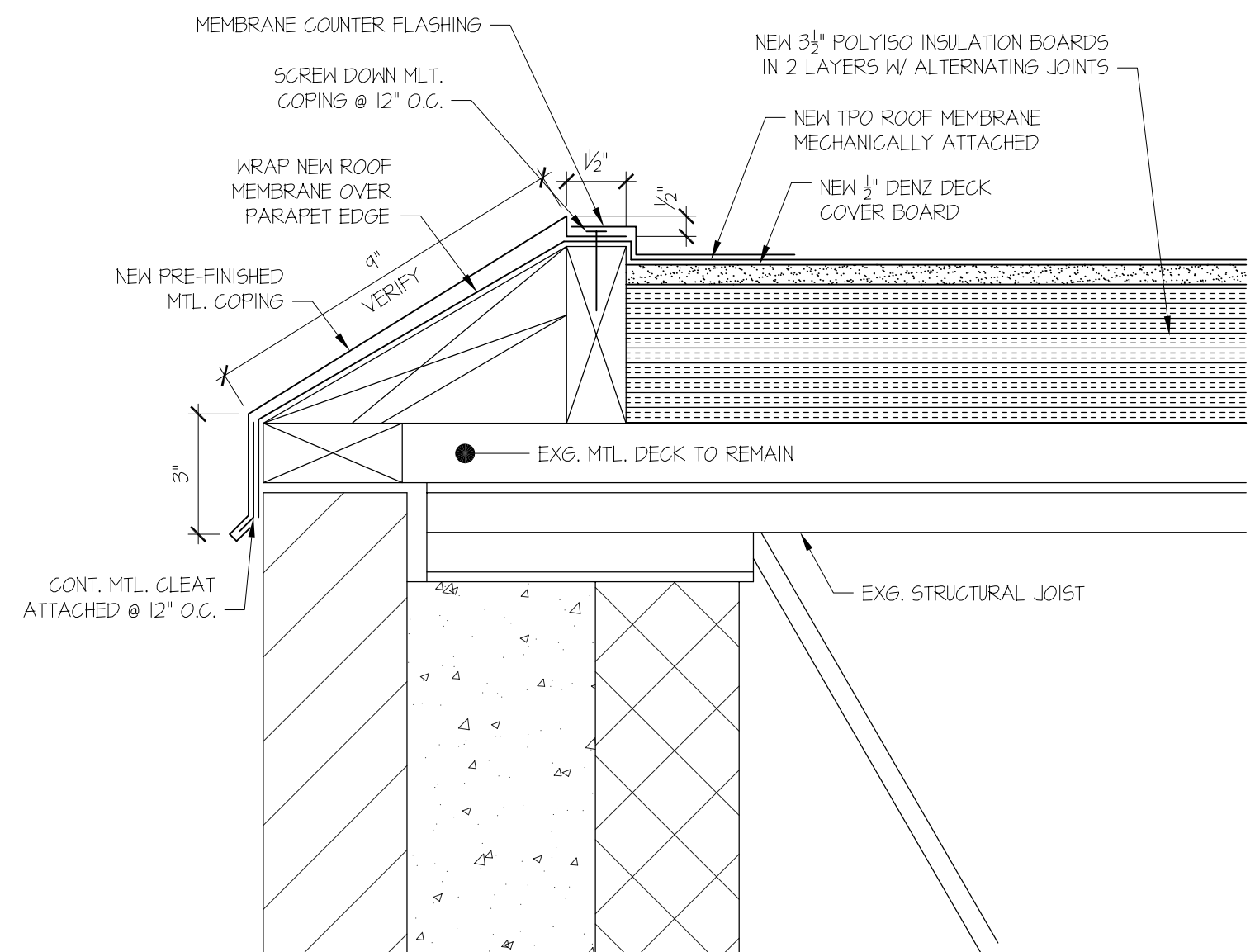
4 SECTION @ SKYLIGHT / EQUIP. CURB REPAIR  
1 1/2" = 1'-0"



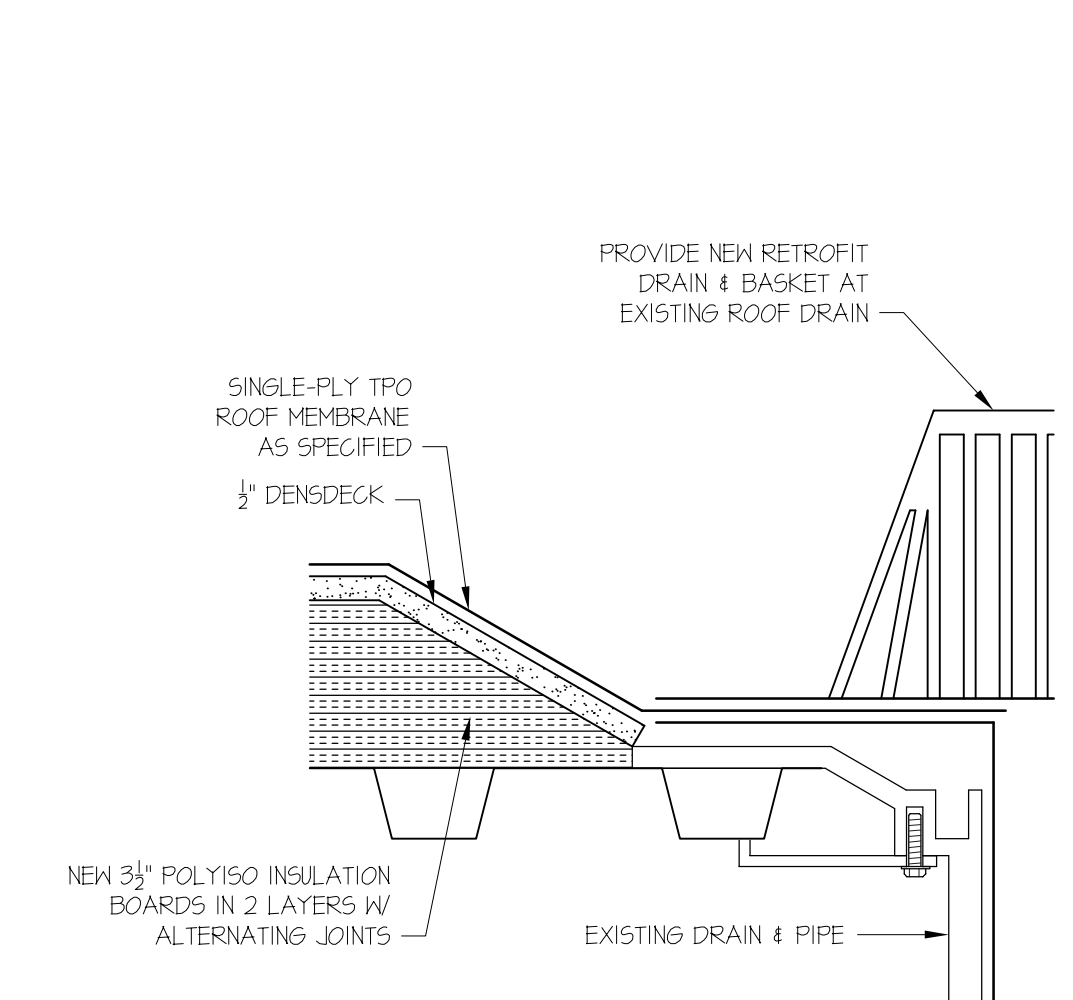
1 ROOF PLAN  
1/8" = 1'-0"



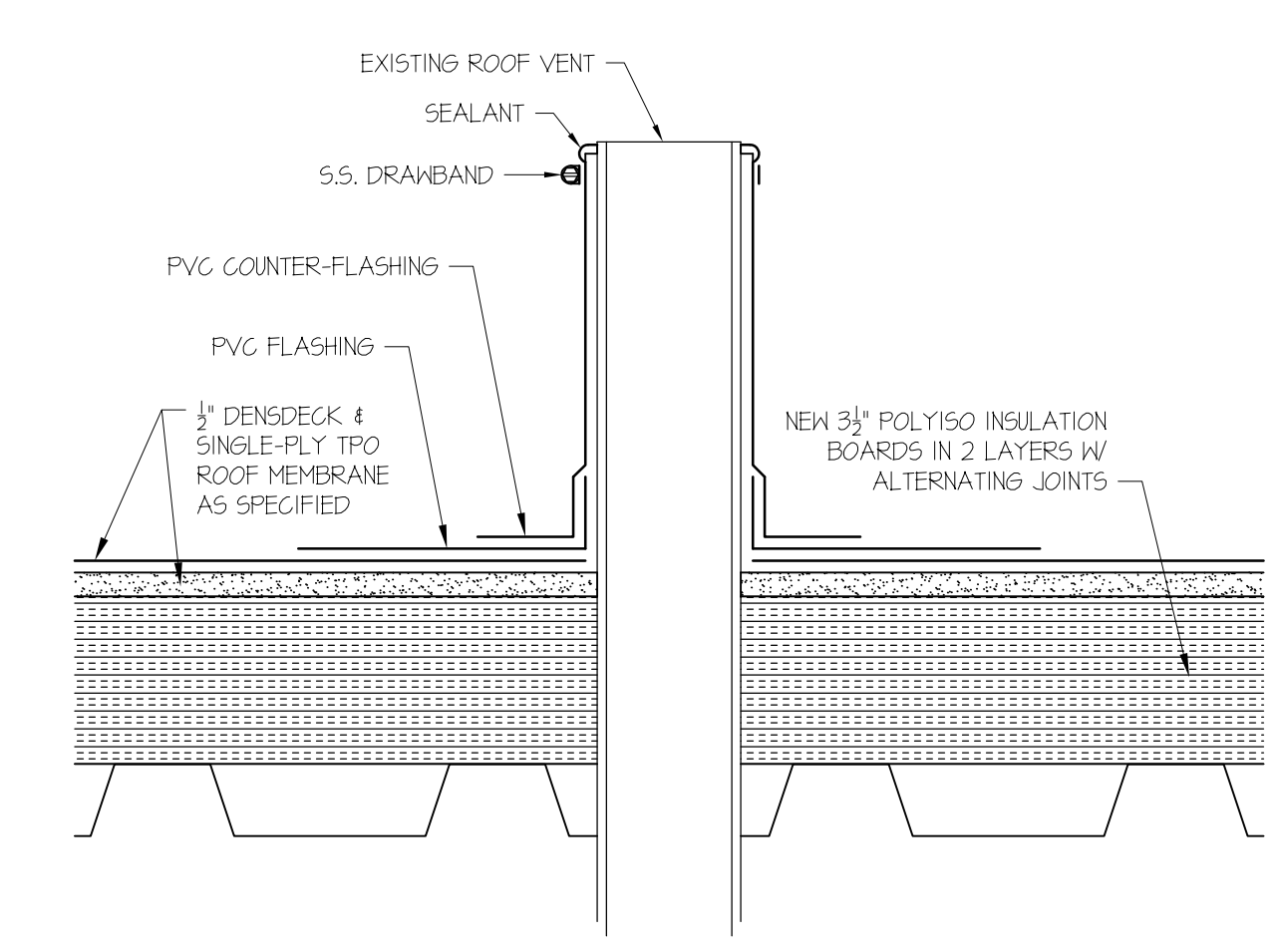
9 ROOF EDGE DETAIL  
3" = 1'-0"



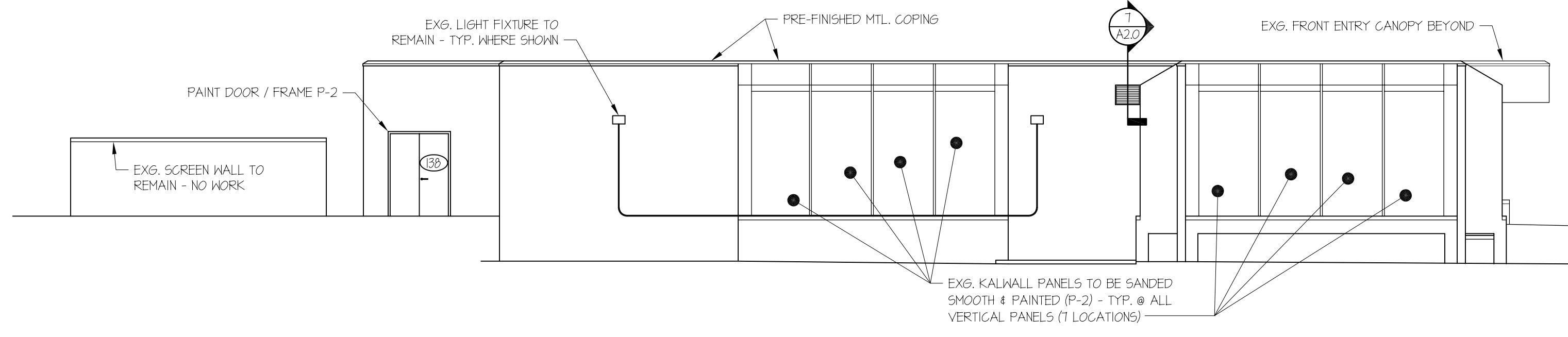
8 ROOF EDGE DETAIL  
3" = 1'-0"



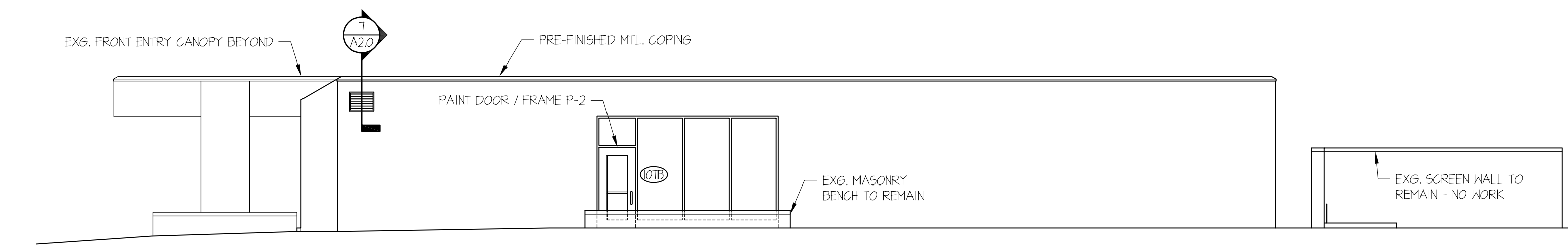
7 ROOF DRAIN DETAIL  
3" = 1'-0"



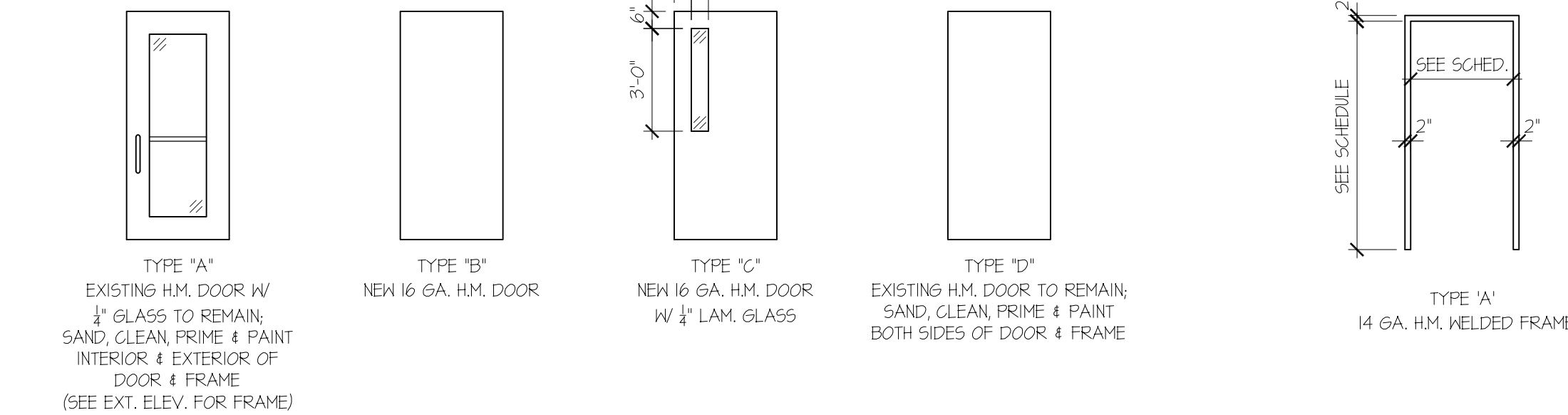
6 VENT DETAIL  
3" = 1'-0"



2 NORTH ELEVATION  
1/8" = 1'-0"

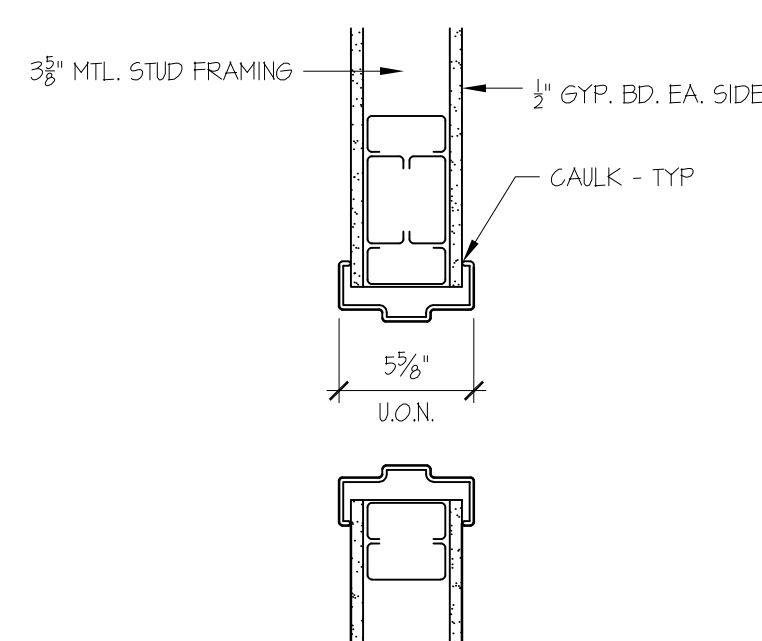


4 SOUTH ELEVATION  
1/8" = 1'-0"

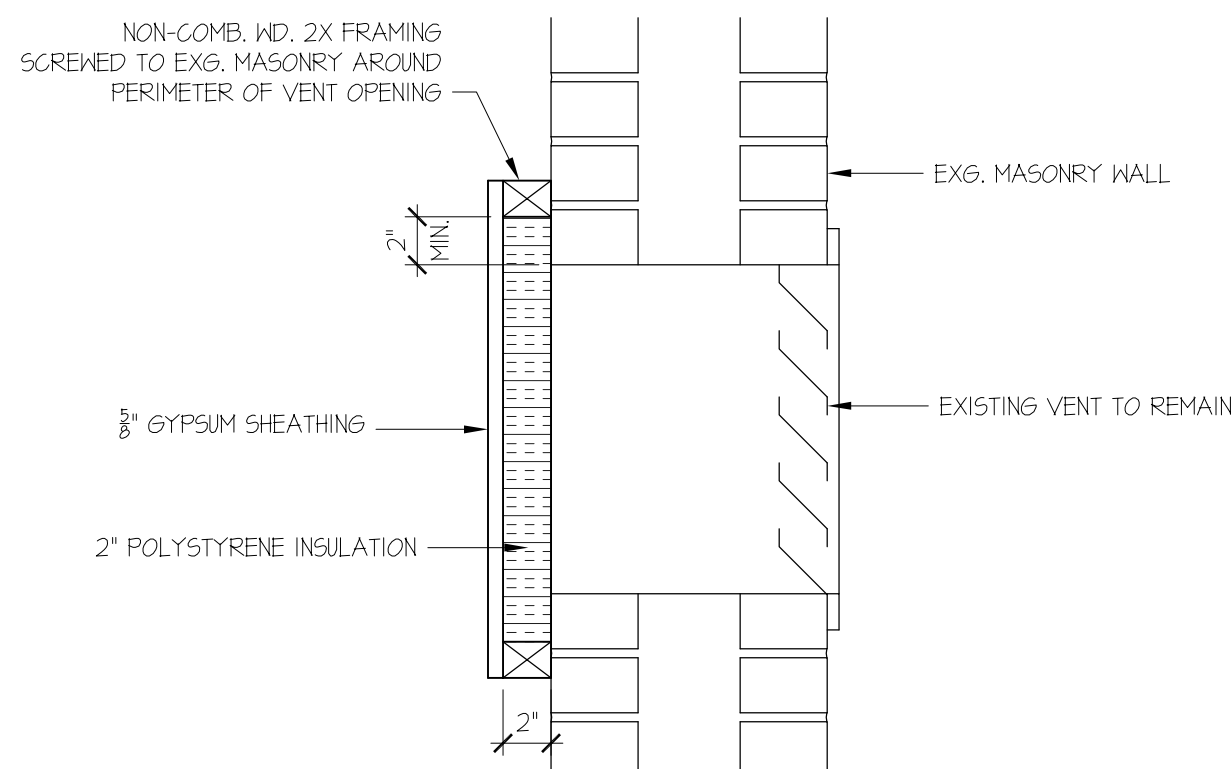


6 DOOR ELEVATIONS  
1/4" = 1'-0"

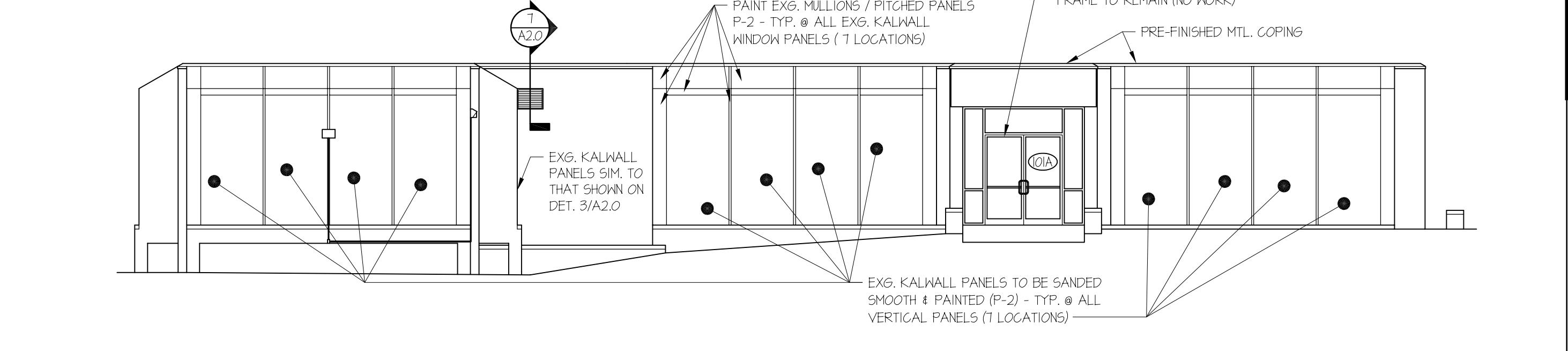
8 HEAD / JAMB DETAIL  
1 1/2" = 1'-0"



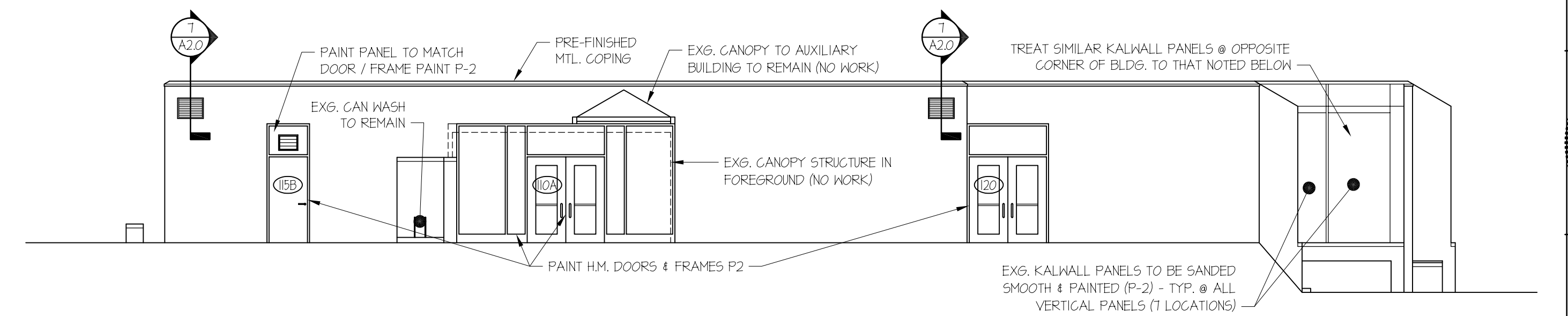
5 FRAME ELEVATIONS  
1/4" = 1'-0"



7 SECTION @ EXG. WALL VENT  
1 1/2" = 1'-0"



1 WEST ELEVATION  
1/8" = 1'-0"



3 NORTH ELEVATION  
1/8" = 1'-0"

DOOR SCHEDULE															
DOOR										FRAME					NOTES
#	TYPE	WIDTH	HEIGHT	THICK.	MAT.	FINISH	TYPE	MAT.	FINISH	H/W/JWB	H/W SET				
001	B	3'-0"	6'-2"	1 3/4"	H.M.	P-2	A	H.M.	P-2	EXG.	EXG.				
101A	EXG. FR	3'-0"	6'-8"		ALIM.	AND.	EXG.	ALIM.	AND.						
101B	A				H.M.	P-2		H.M.	P-2						
102															
104	B	3'-0"					A		B/A2.0		1				
105											2				
106															
107A	C										3				
107B	A						EXG.		EXG.	EXG.					
108A	D	2'-10"													
108B	B	3'-0"					A		B/A2.0		3				
109											1				
110A	A	FR 3'-0"					EXG.		EXG.	EXG.					
110B	D	2'-10"													
110C															
111	B	2'-0"					A		B/A2.0		4				
112															
113															
114															
115A	C	3'-0"													
115B	D						EXG.		EXG.	EXG.					
116	B						A		B/A2.0		5				
117	D	4'-0"					EXG.		EXG.	EXG.				1	
118	C	3'-0"					A				4				
119	B	FR 2'-0"													
120	A	FR 3'-0"					EXG.		EXG.	EXG.					
121	D	FR 2'-4"													
122	C/B	3'-0"/1'-0"									2			2	
123	A	2'-10"								EXG.					
124									B/A2.0					1	
125	B	3'-0"					A				5				
126A	A	2'-10"					EXG.		EXG.	EXG.					
126B	C	3'-0"					A		B/A2.0		3				
128	D	2'-10"					EXG.		EXG.	EXG.					
129															
130															
131															
132															
133															
134														1	
135	C	3'-0"					A		B/A2.0		6				
136	A	2'-10"					EXG.		EXG.	EXG.				1	
137														1	
138	D	FR 2'-4"							EXG.						

- HARDWARE SETS**
- SET #1: 1) STOREROOM LOCKSET  
2) OVERHEAD STOP  
3) BUTT HINGES  
3) SILENCERS
- SET #2: 1) PUSH PLATE / PULL HANDLE  
2) CLOSER  
3) BUTT HINGES  
3) SILENCERS  
1) MARBLE THRESHOLD
- SET #3: 1) OFFICE LOCKSET  
2) WALL STOP  
3) BUTT HINGES  
3) SILENCERS
- SET #4: 1) PASSAGE LOCKSET  
2) OVERHEAD STOP  
3) BUTT HINGES  
3) SILENCERS
- SET #5: 1) PRIVACY LOCKSET  
2) WALL STOP  
3) BUTT HINGES  
3) SILENCERS
- SET #6: 1) EXIT DEVICE  
2) CLOSER  
3) BUTT HINGES  
3) SILENCERS
- DOOR SCHEDULE NOTES**
- RELOCATED DOOR / FRAME W/ EXG. HARDWARE; SEE DEMO PLAN FOR ORIGINAL LOCATION
  - INACTIVE DOOR LEAF TO HAVE TOP 4 BOTTOM FLUSH BOLTS, REUSE EXG. HINGES

SPACE RESERVED FOR PERMITTING OFFICE

**REVISIONS**

Number	Date
#	XX-XX-XXXX

SHEET NUMBER  
**A2.0**

**GORDON JOHNSON Architecture**  
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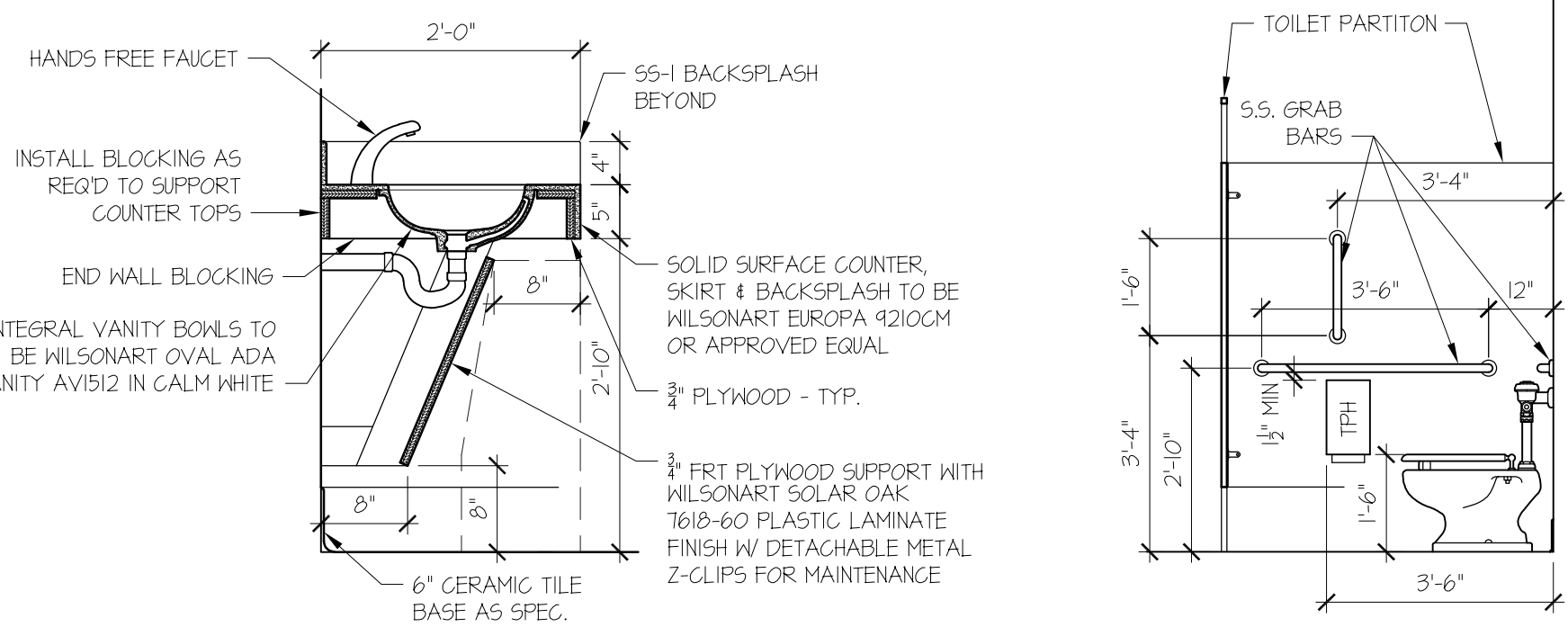
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6184  
5-20-2026

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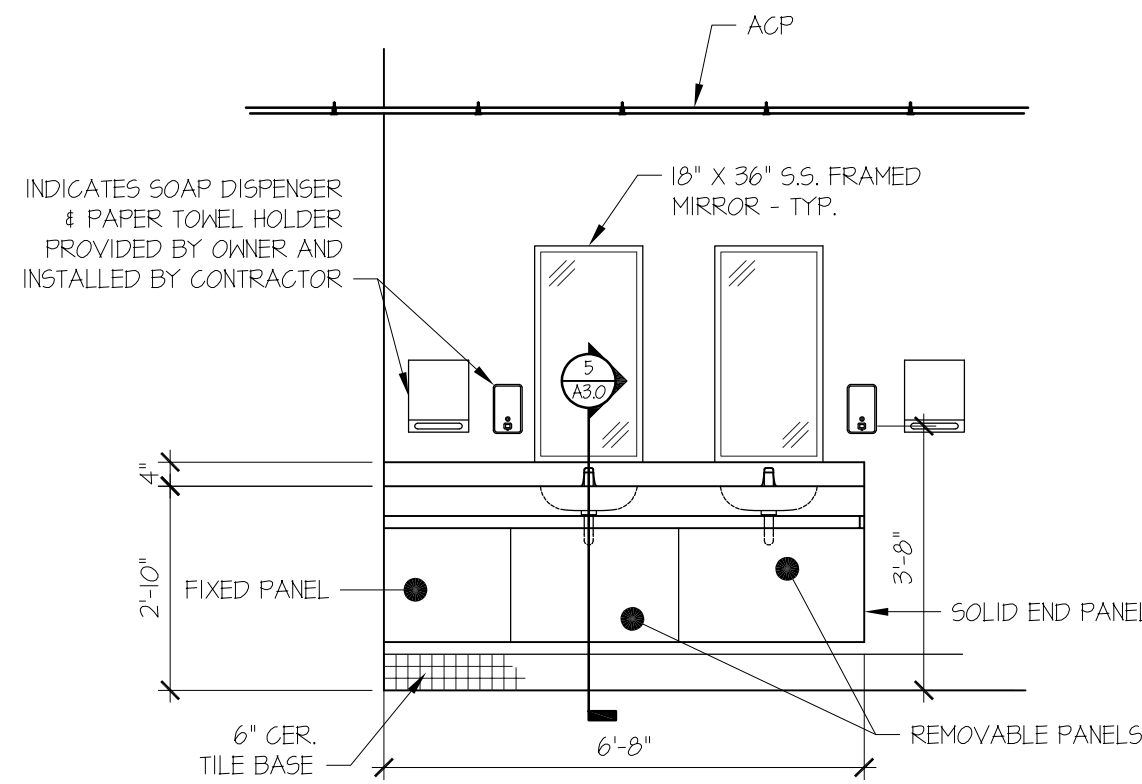
Blue Street Office Building Renovation  
739 Blue Street  
Fayetteville, North Carolina 28301

DRAWN BY: JD Pike  
REVIEWED BY: G. Johnson  
DATE: 5-20-2026  
PROJECT NO.: 2521

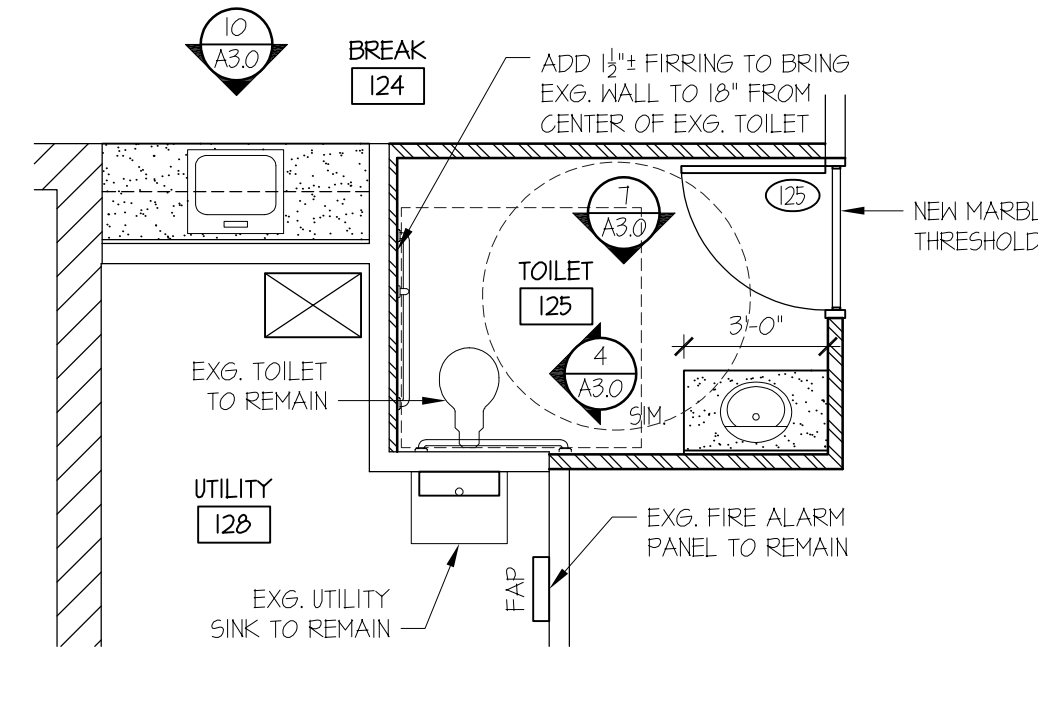


**5** SINK COUNTER SECTION  
3/4\" = 1'-0"

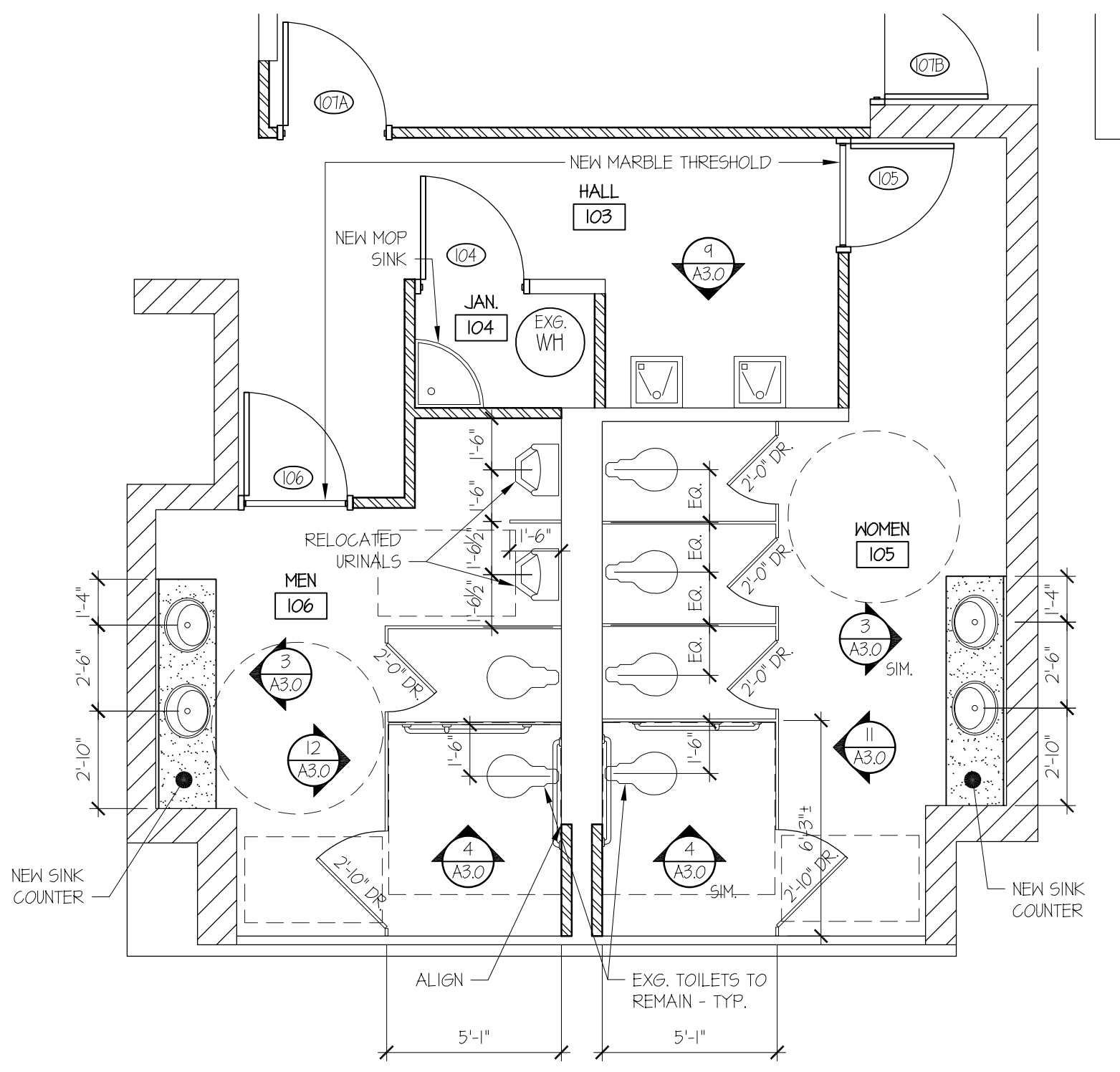
**4** HDCP TOILET ELEVATION  
3/8\" = 1'-0"



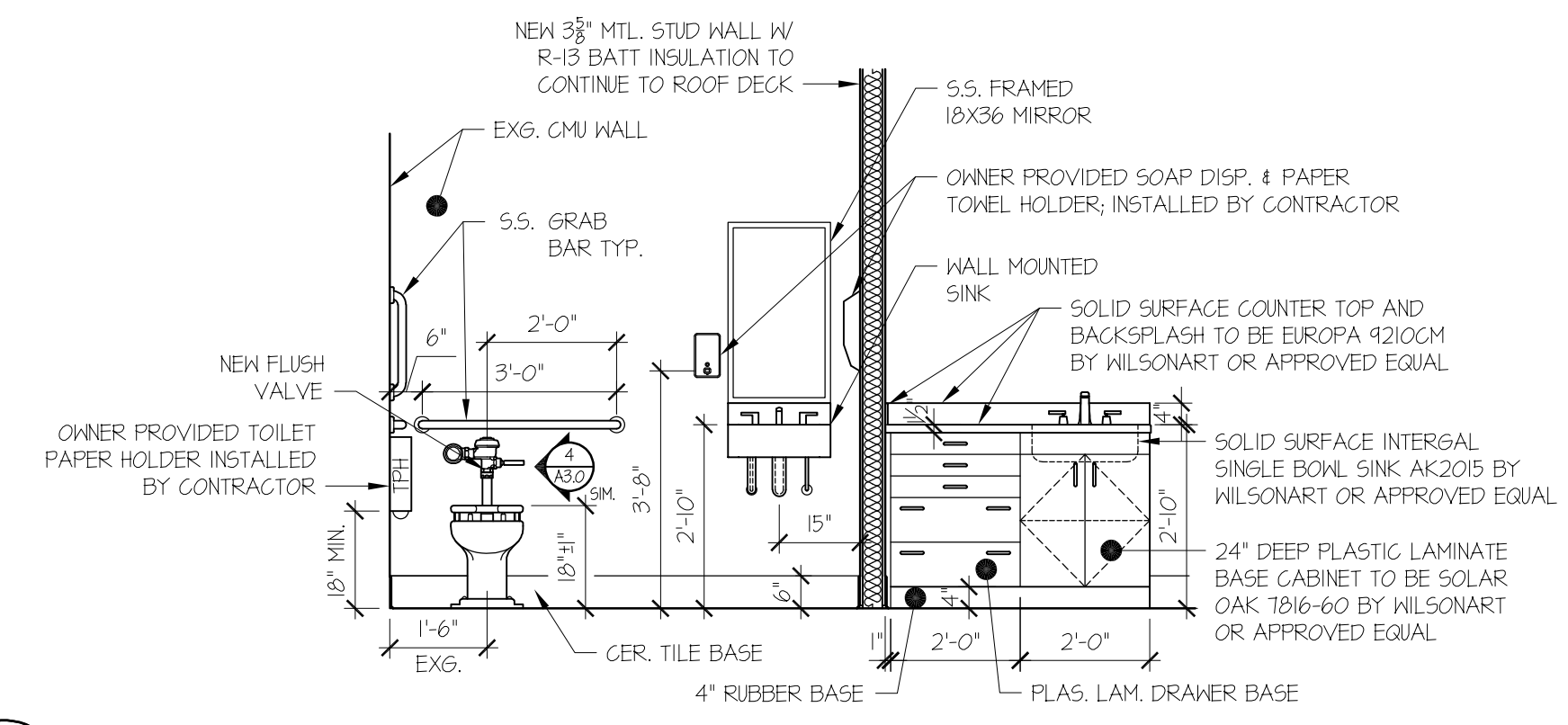
**3** SINK COUNTER ELEVATION  
3/8\" = 1'-0"



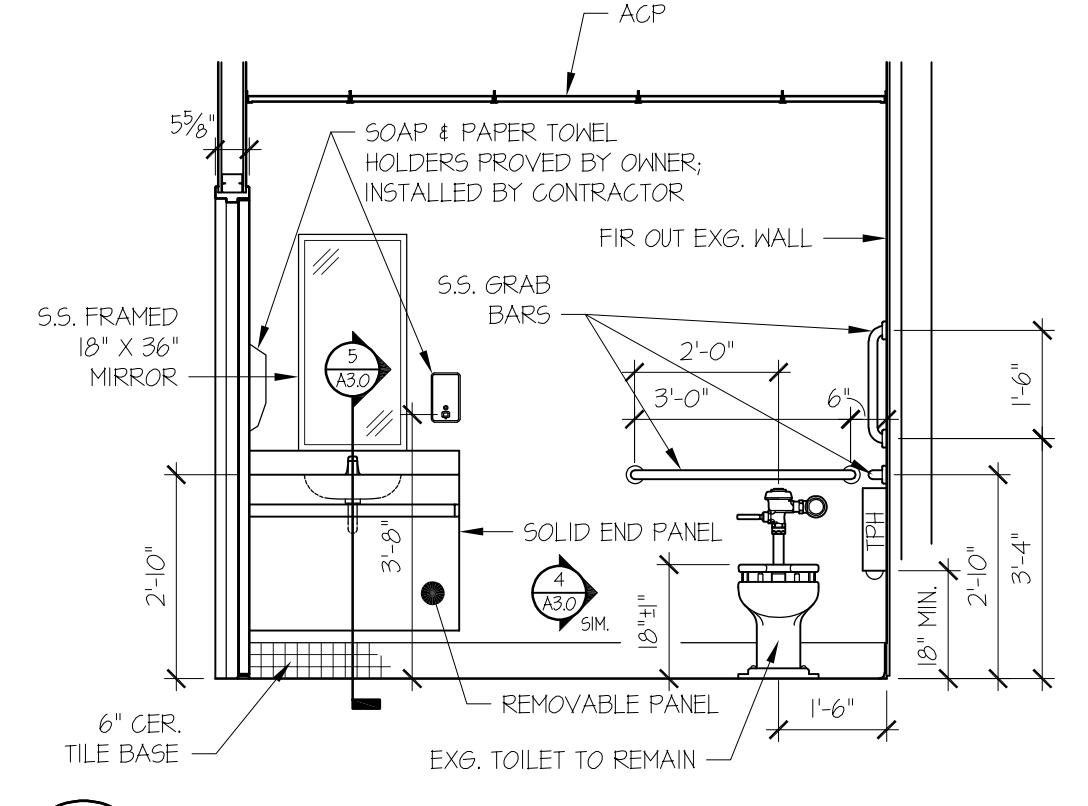
**2** ENLARGED TOILET PLAN  
1/4\" = 1'-0"



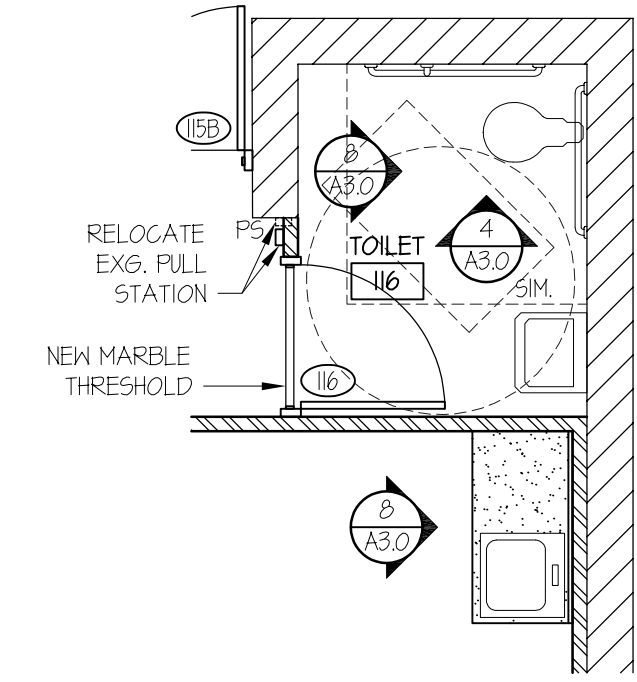
**1** ENLARGED TOILET PLAN  
1/4\" = 1'-0"



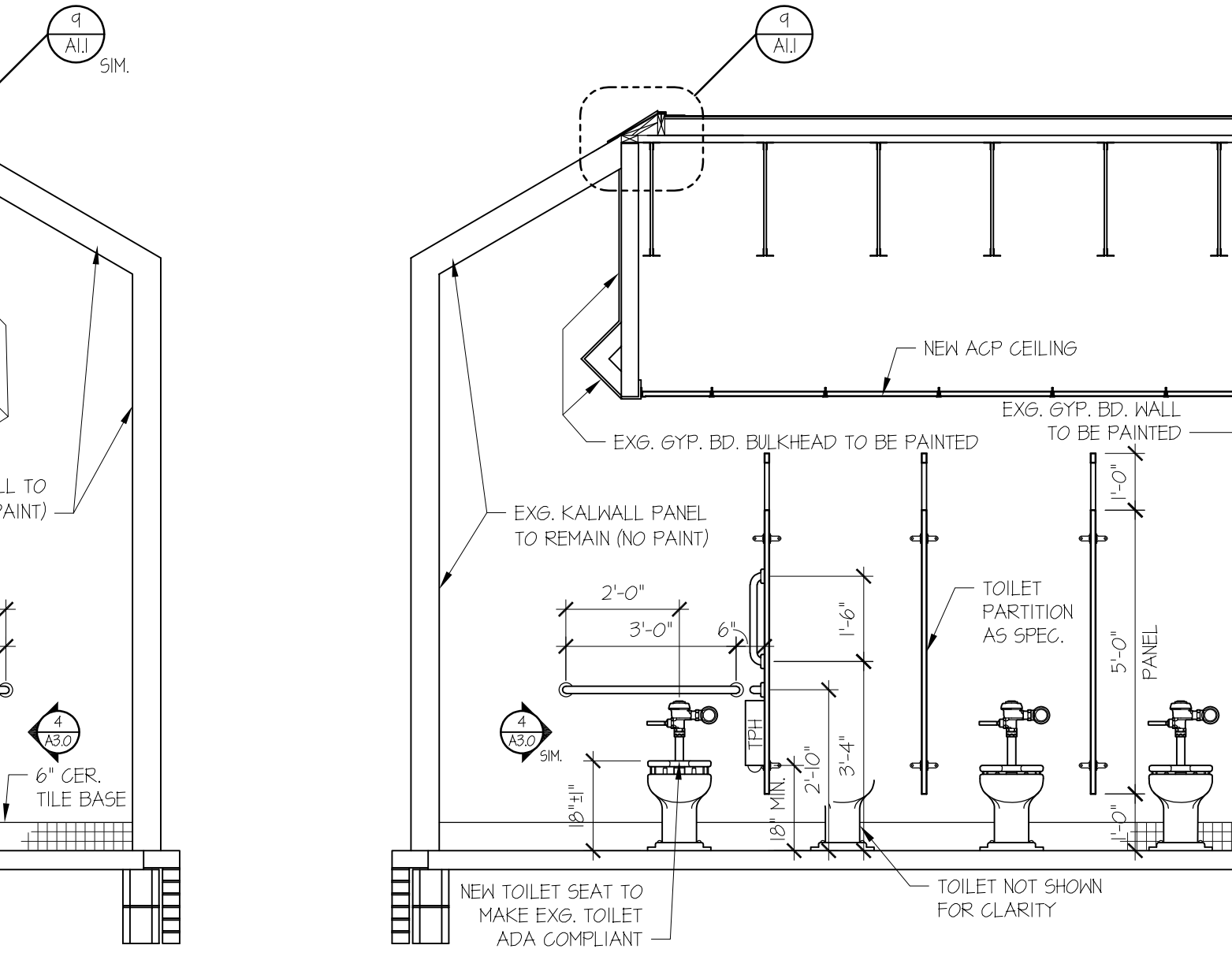
**8** CASEWORK ELEV. @ ROOM 110  
3/8\" = 1'-0"



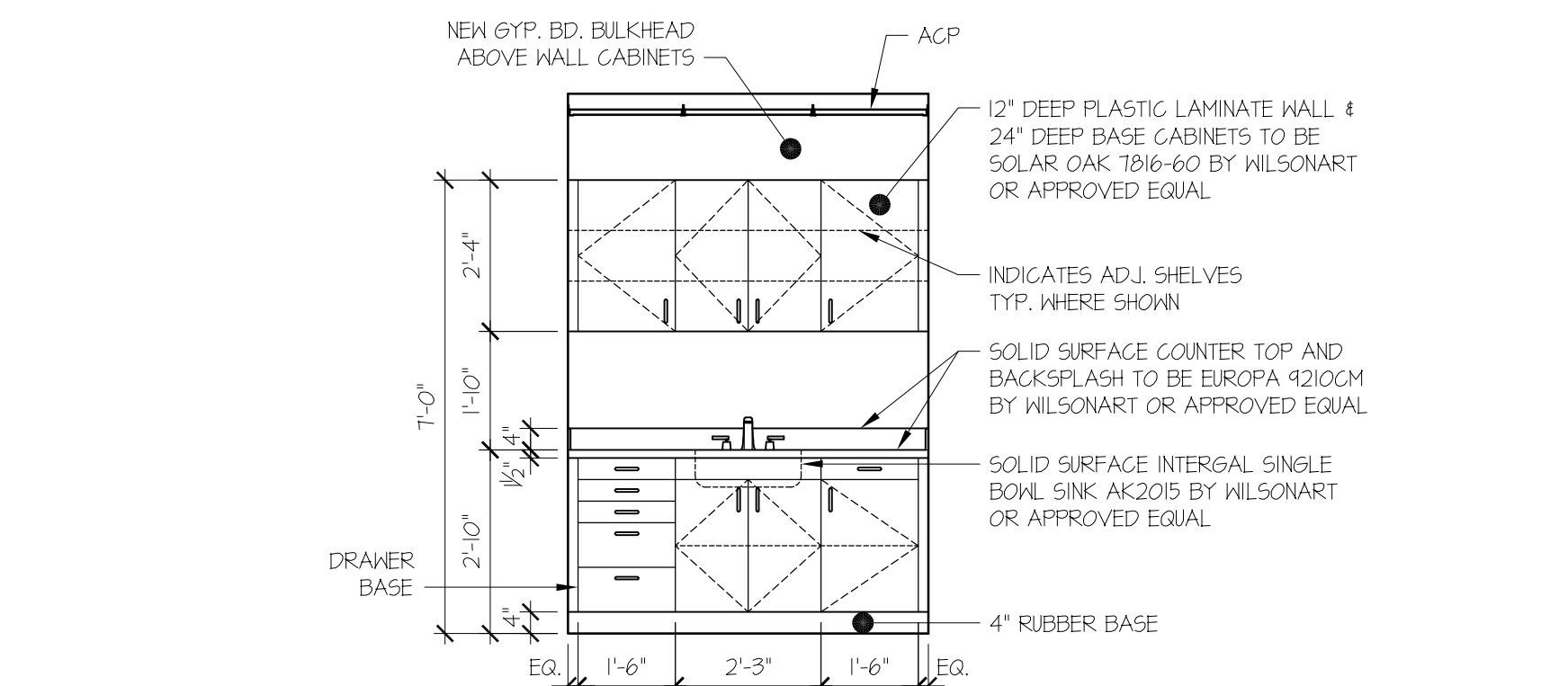
**7** TOILET ROOM 125 ELEVATION  
3/8\" = 1'-0"



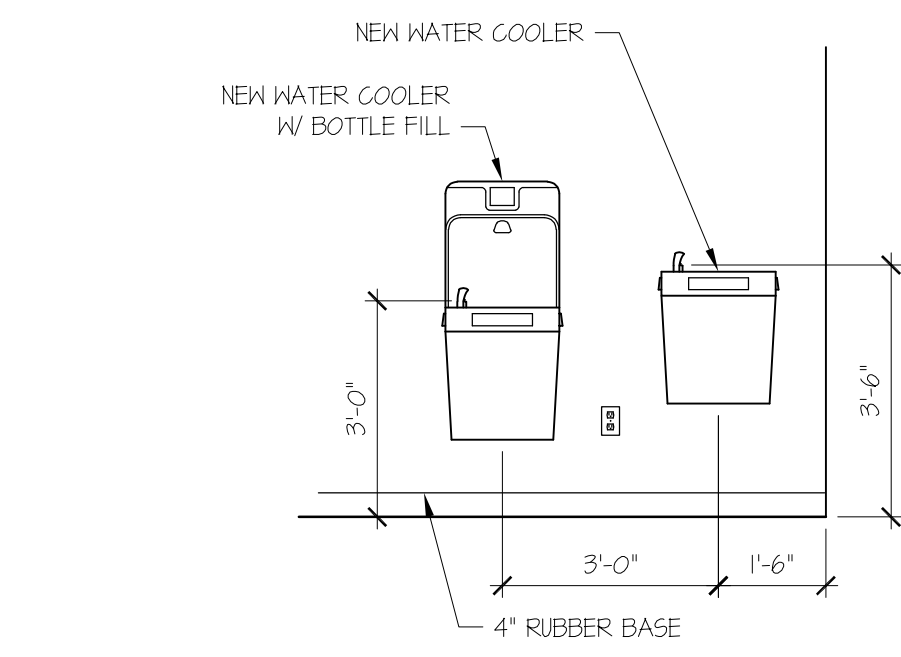
**6** ENLARGED TOILET PLAN  
1/4\" = 1'-0"



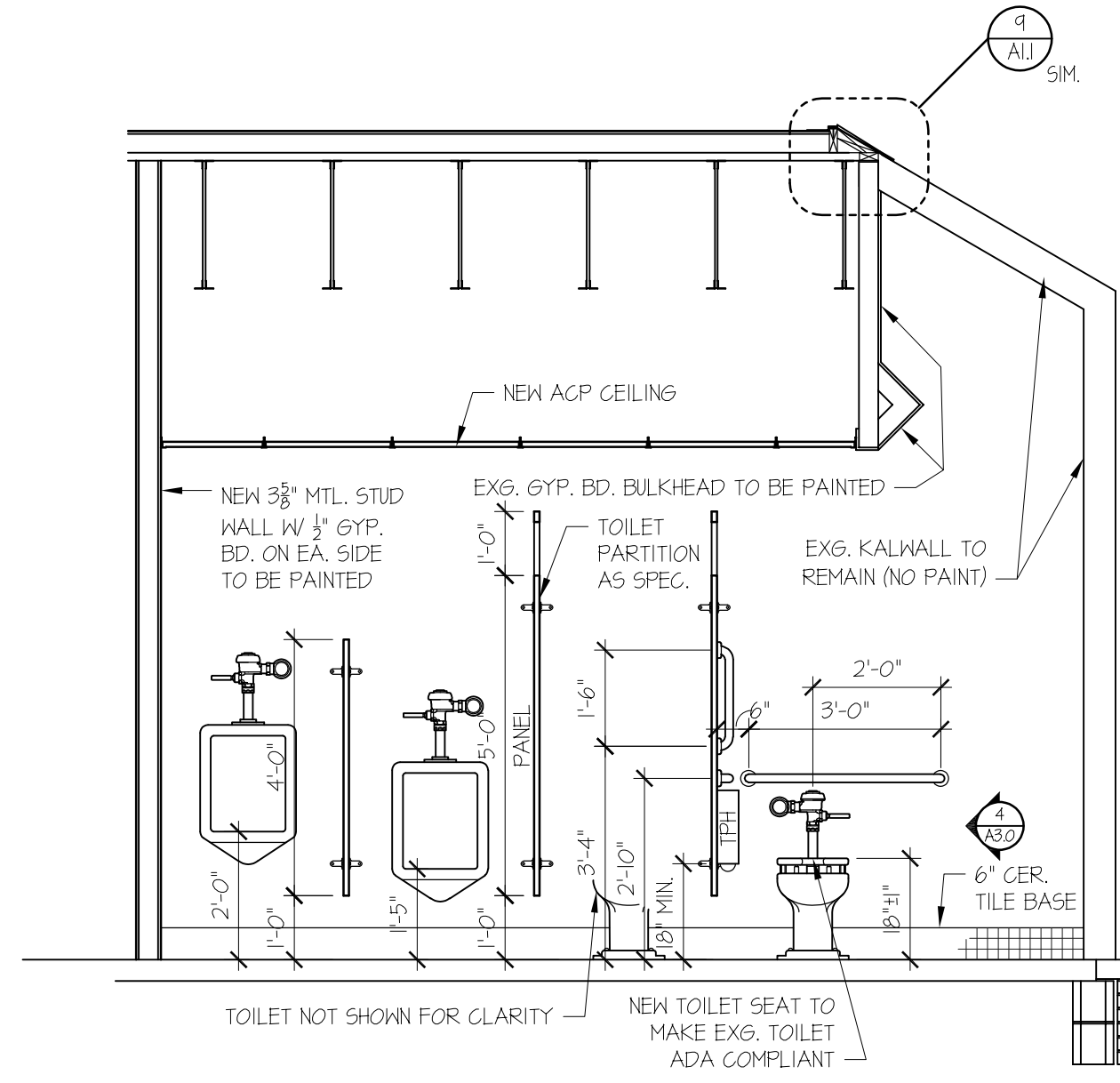
**11** WOMEN'S ROOM 105 ELEVATION  
3/8\" = 1'-0"



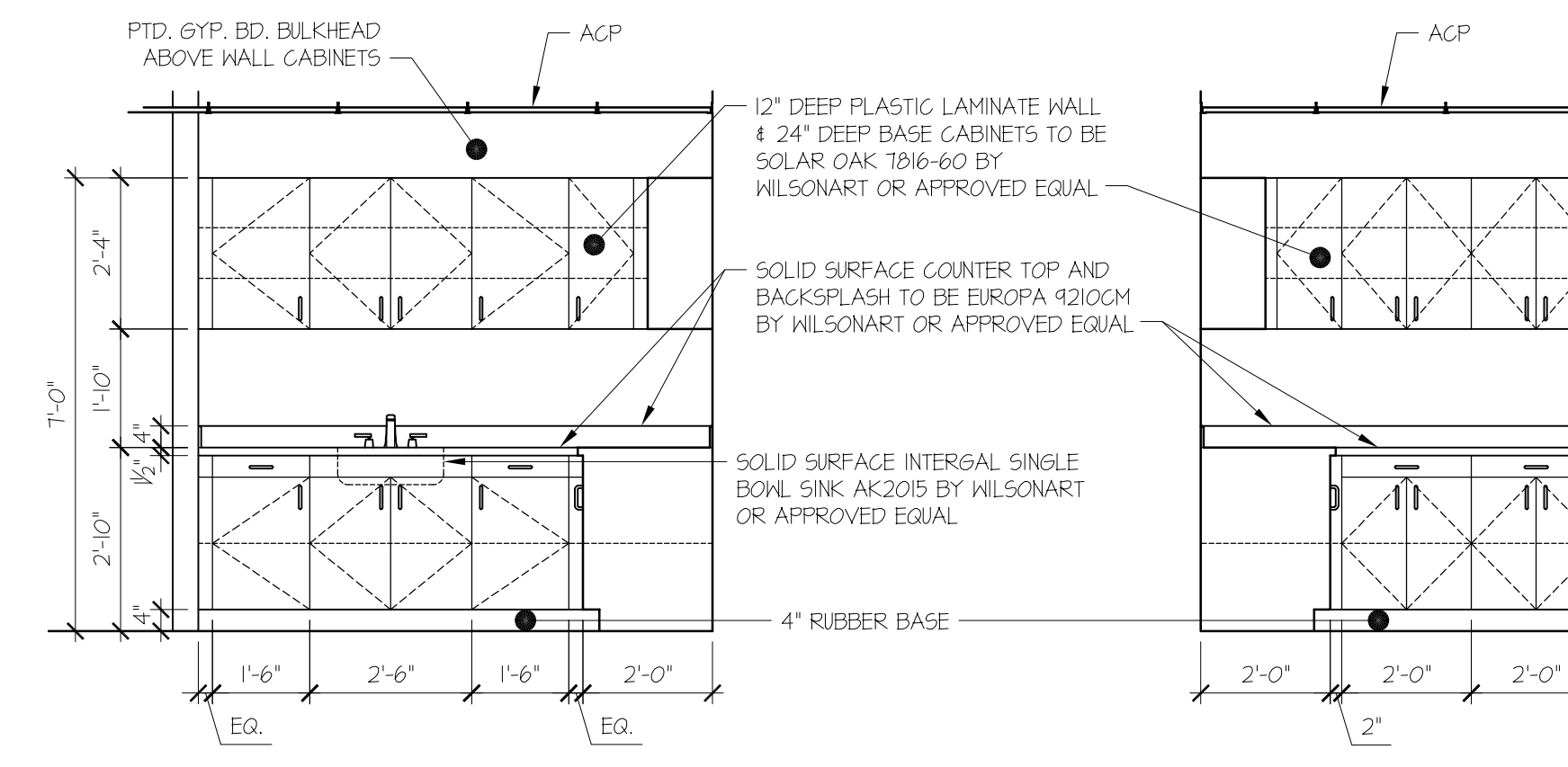
**10** CASEWORK ELEV. @ ROOM 124  
3/8\" = 1'-0"



**9** WATER COOLER ELEVATION  
3/8\" = 1'-0"

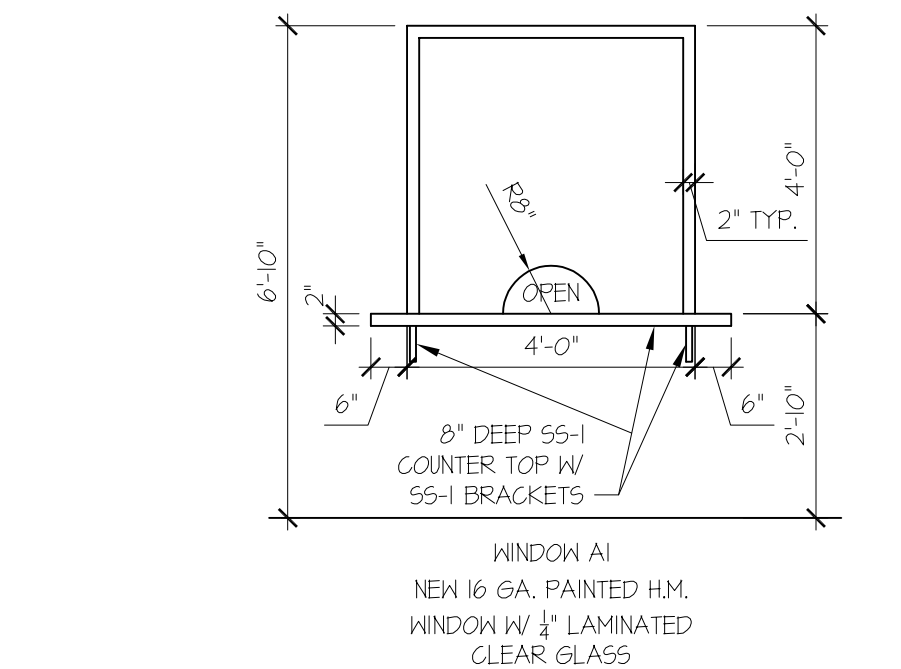


**12** MEN'S ROOM 106 ELEVATION  
3/8\" = 1'-0"



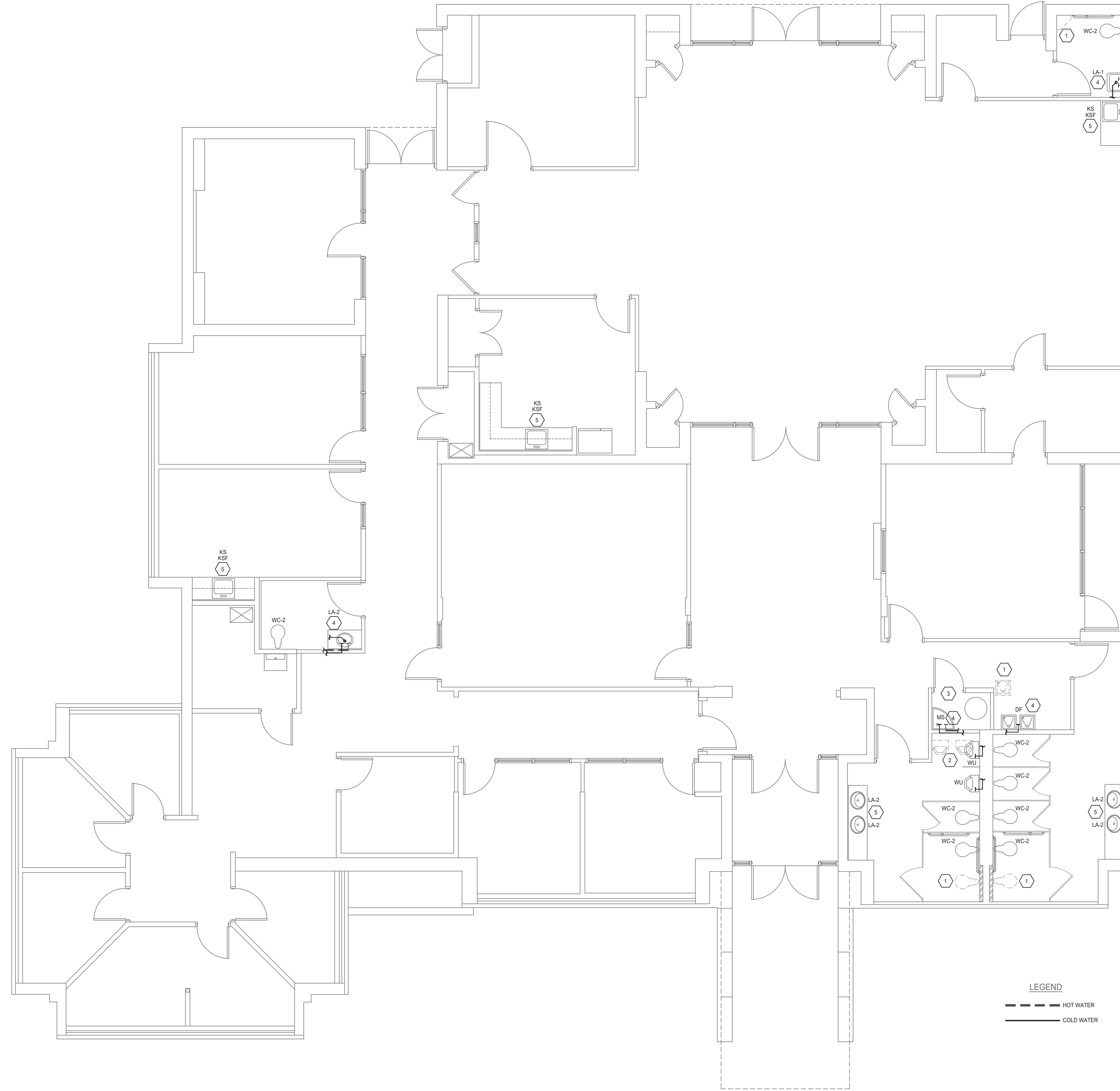
**15** CASEWORK ELEV. @ KITCHEN 118  
3/8\" = 1'-0"

**14** CASEWORK ELEV. @ KITCHEN 118  
3/8\" = 1'-0"



**13** WINDOW / CASEWORK ELEV. @ LOBBY 102  
3/8\" = 1'-0"

PLUMBING FIXTURE SCHEDULE									
ID	DESCRIPTION	CW	HW	VENT	WASTE	REFERENCE MODEL NO.	FINISH	MOUNTING HEIGHT	NOTES
DF	WALL MOUNTED DRINKING FOUNTAIN WITH BOTTLE FILLING STATION & HERMETICALLY SEALED AND AIR COOLED REFRIGERATION UNIT	1/2"	-	1 1/2"	1 1/2"	ELKAY EZSTL8WS BI LEVEL	STAINLESS / CHROME	ADA ORIFICE HEIGHT OF 33"	MUST COMPLY W/ ADA REQUIREMENTS
MS	CORNER MOUNT 24" MOP SINK	1/2"	1/2"	1 1/2"	1 1/2"	ACORN TCR-28	TERRAZO	FLOOR	PROVIDE WITH ELKAY LK9458P07L2T OR EQUIVALENT WALL MOUNTED FAUCET AT 36" AFF
KS	DROP IN SS SINGLE BOWL SINK	1/2"	1/2"	1 1/2"	1 1/2"	ELKAY D12522	STAINLESS STEEL	X	
KSF	SINGLE HANDLE KITCHEN SINK FAUCET	1/2"	1/2"	-	-	DELTA 10900LF	POLISHED CHROME	X	
WC-2	WATER CLOSET TO REMAIN (NEW FLUSH VALVE & SEAT)	1"	-	2"	4"	EXISTING WC TO REMAIN - INSTALL NEW CENTOCCO 3L1500STSQC-001 ELEVATED SEAT & SLOAN ROYAL 111 SMO-1.28-OR SENSOR FLUSH VALVE	EXISTING	ADA COMPLIANT, 17"	P.C. TO COORDINATE DEMOLITION AND STORAGE DURING CONSTRUCTION; ENGINEER APPROVED EQUIVALENT COMPATIBLE FLUSH VALVES ALLOWED
WU	WALL HUNG URINAL (EXISTING TO BE RELOCATED)	1"	-	1 1/2"	2"	EXISTING URINAL TO BE RELOCATED	WHITE	FIXTURE RIM AT 24" AFF	UPGRADE WITH COMPATIBLE FLUSH VALVE IF REQUIRED; P.C. TO COORDINATE DEMOLITION AND STORAGE DURING CONSTRUCTION
LA-1	LAVATORY WALL HUNG	1/2"	1/2"	1 1/2"	1 1/2"	ELJER 051-0244; INSTALL WITH SLOAN SF-2450-4-BEM SENSOR FAUCET	WHITE	FIXTURE RIM AT 34" AFF	OR ENGINEER APPROVED EQUIVALENT FROM AMERICAN STANDARD OR KOHLER
LA-2	LAVATORY - COMPOSITE TOP W/ UNDERMOUNT BOWL	3/4"	3/4"	1 1/2"	1 1/2"	SEE ARCHITECTURAL SPECS FOR DETAILS; INSTALL WITH SLOAN SF-2450-4-BEM SENSOR FAUCET	X	FIXTURE RIM AT 34" AFF	MUST COMPLY W/ ADA REQUIREMENTS



- KEY NOTES:**
- 1 DEMOLISH EXISTING FIXTURE AND DISPOSE OF LEGALLY. MAINTAIN CONTINUUM OF THE SYSTEM BY PROVIDING CAP, VALVE, PLUG OR SEAL TO MEET CODE REQUIREMENTS.
  - 2 DEMOLISH EXISTING FIXTURE AND RETAIN FOR FUTURE INSTALLATION. MAINTAIN CONTINUUM OF THE SYSTEM BY PROVIDING CAP, VALVE, PLUG OR SEAL TO MEET CODE REQUIREMENTS.
  - 3 DEMOLISH HOT AND COLD WATER SUPPLY LINES IN THIS AREA BACK TO THE JANITOR CLOSET (ROOM 104). PROVIDE CODE COMPLIANT CAP.
  - 4 LOCATE EXISTING WASTE, VENT AND SUPPLY PIPING UNDER THE FLOOR OR OVERHEAD AND CONNECT NEW FIXTURES IN NEW LOCATION PER CODE REQUIREMENTS.
  - 5 DEMOLISH EXISTING FIXTURE AND DISPOSE OF LEGALLY. MAINTAIN CONTINUUM OF THE SYSTEM DURING CONSTRUCTION AND PREP FOR NEW FIXTURE INSTALLATION ACCORDING TO PLAN.

- PLUMBING NOTES**
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE CODE, ALL LOCAL AND OTHER APPLICABLE CODES.
  2. ANY PERMITS AND INSPECTION FEES SHALL BE SECURED AND PAID FOR BY THE PLUMBING CONTRACTOR.
  3. ALL WORK SHALL BE PERFORMED BY EXPERIENCED AND SKILLED CRAFTSMEN, THE PLUMBING CONTRACTOR SHALL COORDINATE ALL OF HIS WORK WITH ALL OTHER CONTRACTORS.
  4. THE PLUMBING PLANS AND SPECIFICATIONS SHALL BE THOROUGHLY REVIEWED PRIOR TO PURCHASING MATERIALS AND INSTALLATION. ALL DISCREPANCIES OR INTERFERENCES SHALL BE BROUGHT TO THE ENGINEERS ATTENTION.
  5. THESE PLANS ARE DIAGRAMMATIC AND MAY NOT SHOW MINOR DETAILS AND LOCATIONS. FOR DIMENSIONS, REFER TO THE ARCHITECTURAL PLANS.
  6. THE PLUMBING CONTRACTOR SHALL PROVIDE ALL OPENINGS REQUIRED FOR THE PLUMBING WORK. INSTALL SCH. 40 PIPE SLEEVES TWO SIZES LARGER AT PENETRATIONS THROUGH FOUNDATION WALLS. SEAL SLEEVE TIGHT TO THE FOUNDATION WALL. THE PATCHING SHALL BE BY THE PLUMBING CONTRACTOR AND FINISHING BY THE GENERAL CONTRACTOR.
  7. ABOVE GRADE WATER PIPING SHALL BE ASTM F 877 CROSS-LINKED POLYETHYLENE (PEX) PLASTIC TUBING OR COPPER.
  8. DRAIN, WASTE AND VENT (DWV) PIPING SHALL BE ASTM D 1784, SOLID-WALL, SCHEDULE 40 PVC WITH SOCKET TYPE FITTINGS AND SOLVENT-WELDED JOINTS. FOAM CORE PIPING IS NOT ACCEPTABLE.
  9. ALL PIPE, FITTINGS FIXTURES, AND SOLDER TO BE LEAD FREE.
  10. INDIVIDUAL PIPE SIZES NOT INDICATED ON THE PLANS SHOULD BE SIZED SUITABLY FOR EACH RESPECTIVE FIXTURE.
  11. WATER PIPING LOCATED ABOVE CEILINGS AND IN EXTERIOR WALLS SHALL BE ROUTED ON HEATED SIDE OF CEILING INSULATION (UNDERSIDE) AND WALL INSULATION (INSIDE).
  12. ALL COLD AND HOT WATER PIPING SHALL BE INSULATED. INSULATE WASTE PIPING AS DESIGNATED ON PLUMBING DRAWINGS. INSULATION SHALL BE 1" FIBERGLASS. EXPOSED PIPING TO BE WRAPPED WITH ALUMINUM JACKET.
  13. WATER SHUT-OFF VALVES ABOVE FINISHED CEILING ARE TO BE FREE FROM OBSTRUCTIONS SUCH AS DUCTWORK, LIGHTS, WIRING AND OTHER PIPING SO AS TO PROVIDE EASY ACCESS. MOUNT NO MORE THAN 2'-0" ABOVE FINISHED CEILINGS.
  14. PLUMBING CONTRACTORS SHALL PROVIDE DIELECTRIC UNION WHEN CONNECTING DISSIMILAR MATERIAL.
  15. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL ELECTRICAL AND CONTROL CONNECTIONS TO THE EQUIPMENT FURNISHED UNDER HIS CONTRACT.
  16. THE PLUMBING CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO THE INSTALLATION OF ANY WORK.
  17. LOCATIONS OF UTILITIES (WASTE AND WATER PIPING, ECT...) PROVIDED BY OTHERS, THAT ARE TO BE CONNECTED TO ARE ASSUMED. IT SHALL BE THE RESPONSIBILITY OF THE PLUMBING CONTRACTORS TO VERIFY THESE LOCATIONS AND MAKE FINAL CONNECTIONS AS REQUIRED.
  18. VERIFY THE LOCATION OF ALL EQUIPMENT SUPPLIED BY OTHERS.
  19. PROVIDE VACUUM BREAKERS ON ALL EQUIPMENT DIRECTLY CONNECTED TO THE WATER SYSTEM.
  20. ALL VENT PIPING THROUGH THE ROOF SHALL BE MINIMUM OF 12'-0" FROM ALL MAKEUP AIR INLETS OR A MINIMUM OF 2'-0" ABOVE THE TOP OF ALL MAKEUP AIR INLETS. VENTS THROUGH ROOF ARE TO BE ON REAR OF BUILDING.
  21. SEE ARCHITECTURAL DRAWINGS FOR PLUMBING MINIMUM FACILITY CALCULATIONS.

**PLUMBING SUPPLY, WASTE & VENT PLAN**  
SCALE: 3/16" = 1'-0"

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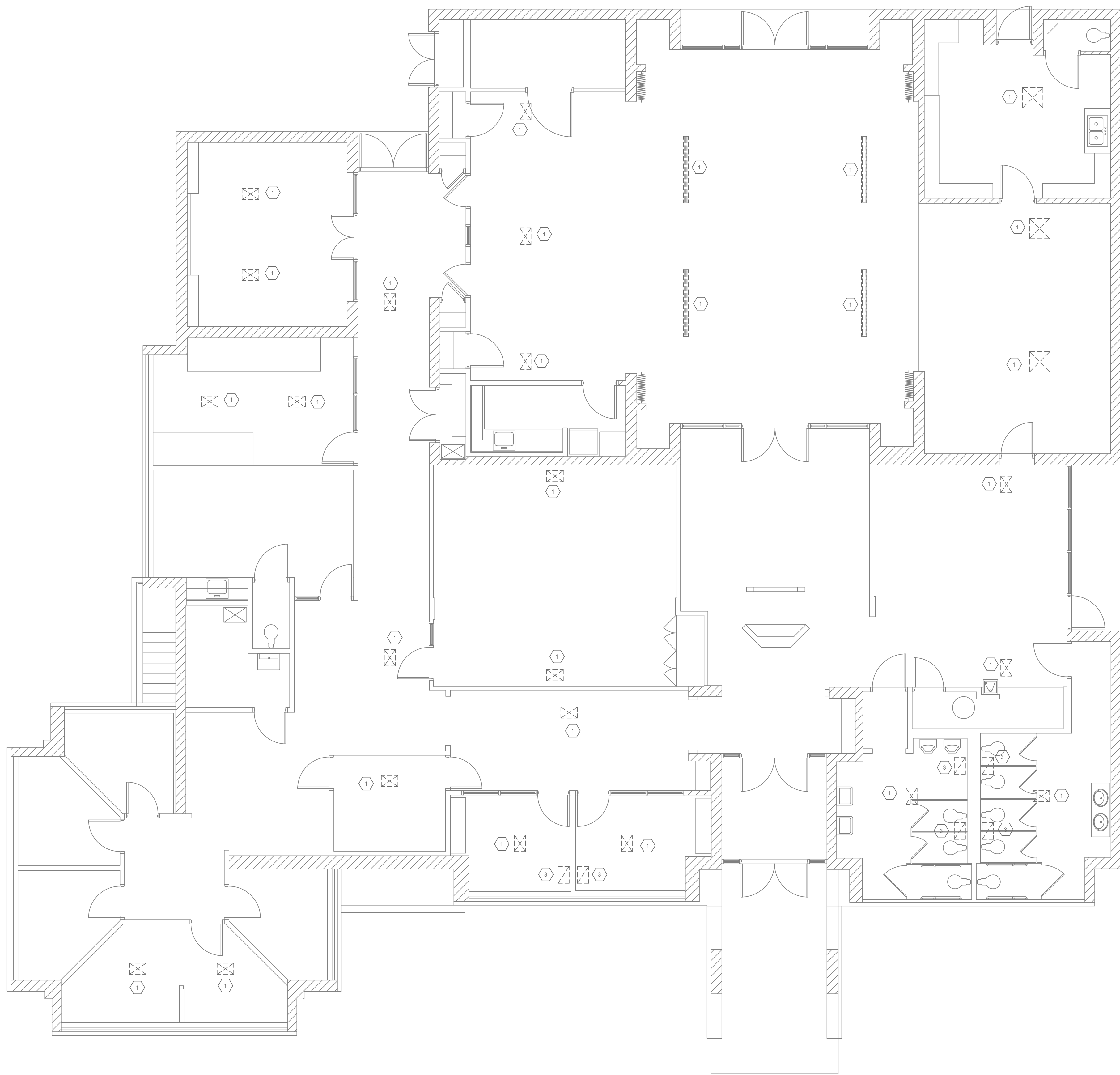
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HVAC DEMOLITION PLAN  
SCALE: 3/16" = 1'-0"

- KEY NOTES:**
- 1 REMOVE EXISTING GRILLE AND DUCTWORK BACK TO MAIN TRUNK LINE.
  - 2 INSTALL NEW T-BAR LOUVERED SUPPLY GRILL AND FLEXIBLE DUCT WORK BACK TO EXISTING TRUNK LINE. RELOCATE GRILLE AS NECESSARY TO AVOID INTERFERENCE WITH LIGHTING.
  - 3 REMOVE EXISTING RETURN GRILL AND DUCTWORK BACK TO MAIN TRUNK LINE.
  - 4 EXISTING FLOOR GRILLE TO REMAIN.
  - 5 INSTALL NEW RETURN GRILLE AND FLEXIBLE DUCT WORK BACK TO EXISTING TRUNK LINE. RELOCATE GRILLE AS NECESSARY TO AVOID INTERFERENCE WITH LIGHTING.

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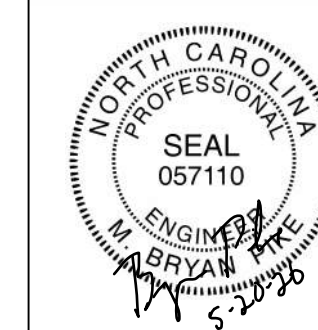
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**FLOOR MECHANICAL PLAN**  
SCALE: 3/16" = 1'-0"

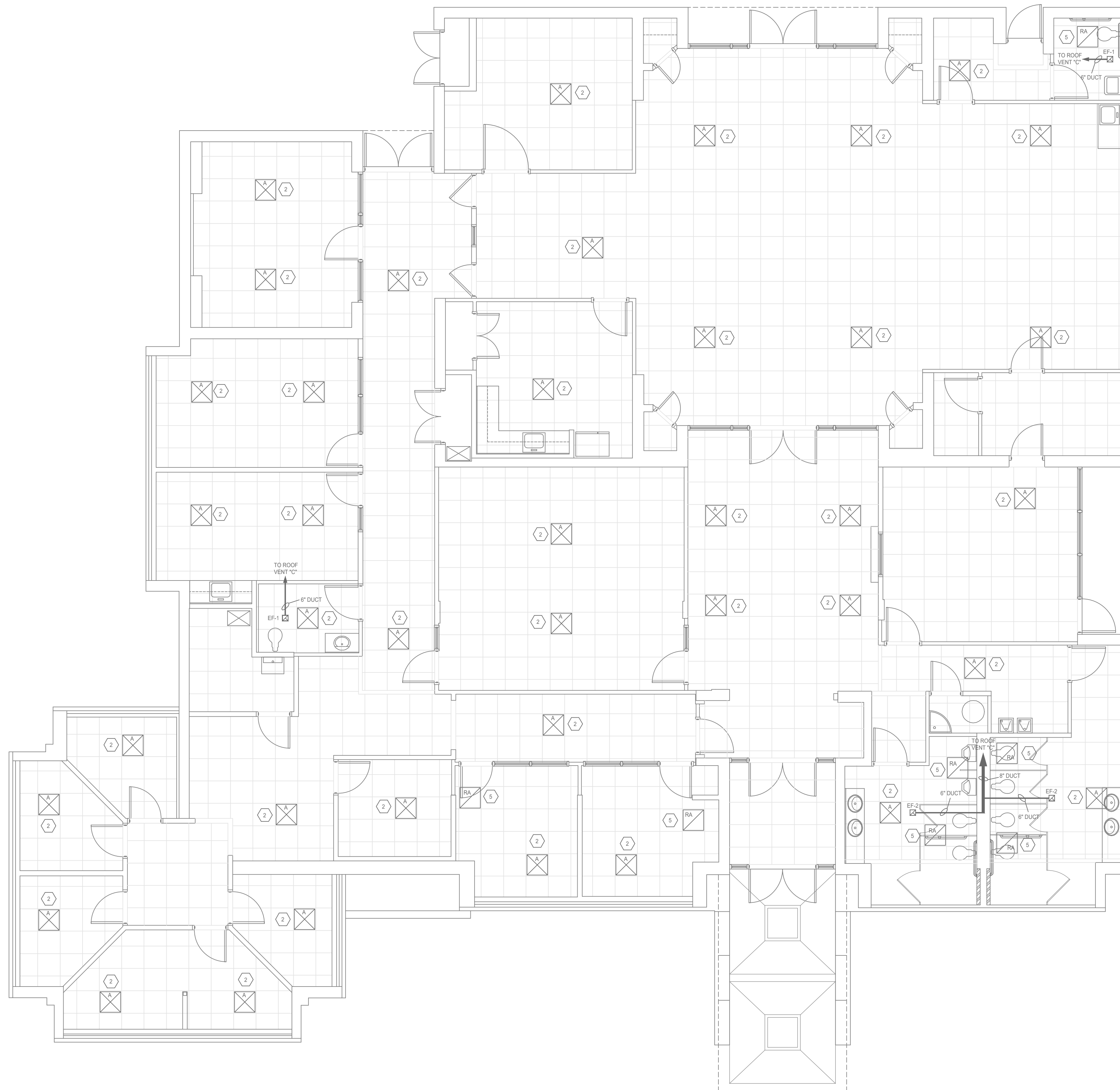
**KEY NOTES:**

- 1 REMOVE EXISTING GRILLE AND DUCTWORK BACK TO MAIN TRUNK LINE.
- 2 INSTALL NEW T-BAR LOUVERED SUPPLY GRILL AND FLEXIBLE DUCT WORK BACK TO EXISTING TRUNK LINE. RELOCATE GRILLE AS NECESSARY TO AVOID INTERFERENCE WITH LIGHTING.
- 3 REMOVE EXISTING RETURN GRILL AND DUCTWORK BACK TO MAIN TRUNK LINE.
- 4 EXISTING FLOOR GRILLE TO REMAIN.
- 5 INSTALL NEW RETURN GRILLE AND FLEXIBLE DUCT WORK BACK TO EXISTING TRUNK LINE. RELOCATE GRILLE AS NECESSARY TO AVOID INTERFERENCE WITH LIGHTING.

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AIR DISTRIBUTION SCHEDULE									
ID	CFM RANGE	TYPE	FACE	NECK	PATTERN	FINISH	MFR.	MODEL	NOTES
A	150-500	T-BAR - LOUVERED SUPPLY	24"x24"	SEE PLANS	4-WAY	WHITE PLASTIC	HAVACO OR EQUIV.	HT-2X2-SPL	
C	<1200	ROOF VENT	18x27	8"	PITCHED	BLACK POWDER COAT	BROAN	437	PROVIDED AND CONNECTED BY M.C. INSTALLED BY ROOFING CONTRACTOR
RA	VARIABLE	RH-90 RETURN AIR GRILLE	24" x 24"	SEE PLANS	SQUARE	WHITE STEEL	WHITE ENAMEL	H&C OR EQUIV.	DF8-24

EXHAUST FAN SCHEDULE										
ID	TYPE	CFM	SP	HP	VOLTAGE	FLA	MFR.	MODEL	SONES	NOTES
EF-1	CEILING	100	.125"	100W	120	2.2	LOREN COOK GEMINI	GC-146	2	(1) INTERLOCK WITH WALL OCCUPANCY SENSORS BY E.C. (2) PROVIDE WITH ROOF VENT AND BIRD SCREEN.
EF-2	CEILING	150	.125"	140W	120	3.1	LOREN COOK GEMINI	GC-166	2	(1) INTERLOCK WITH WALL OCCUPANCY SENSORS BY E.C. (2) PROVIDE WITH ROOF VENT AND BIRD SCREEN.



CEILING MECHANICAL PLAN  
SCALE: 3/16" = 1'-0"

**GENERAL NOTES AND SPECIFICATIONS:**

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE CODE, ALL LOCAL AND OTHER APPLICABLE CODES.
- ANY PERMITS AND INSPECTION FEES SHALL BE SECURED AND PAID FOR BY THE MECHANICAL CONTRACTOR (M.C.)
- ALL WORK SHALL BE PERFORMED BY EXPERIENCED AND SKILLED CRAFTSMEN. THE M.C. SHALL COORDINATE ALL OF HIS WORK WITH ALL OTHER CONTRACTORS.
- THE MECHANICAL PLANS AND SPECIFICATIONS SHALL BE THOROUGHLY REVIEWED PRIOR TO PURCHASING MATERIALS AND INSTALLATION. ALL DISCREPANCIES OR INTERFERENCES SHALL BE BROUGHT TO THE ENGINEERS ATTENTION.
- THESE PLANS ARE DIAGRAMATIC AND MAY NOT SHOW MINOR DETAILS AND LOCATIONS. FOR DIMENSIONS, REFER TO THE ARCHITECTURAL PLANS.
- THE M.C. SHALL BE RESPONSIBLE FOR ALL ELECTRICAL STARTERS, INTERLOCK, CONTROL WIRINGS. THE ELECTRICAL CONTRACTOR WILL PROVIDE POWER WIRING, CONDUIT FROM THE DISCONNECT TO M.C. EQUIPMENT. THE M.C. SHALL BE RESPONSIBLE FOR ALL FINAL CONNECTION TO HIS EQUIPMENT.
- INSTALL FLEXIBLE CONNECTIONS ON SUPPLY AND RETURN DUCTWORK ON ALL AIR HANDLING UNITS.
- INSTALL TURNING VANES IN SUPPLY DUCTS AT ELBOWS, PROVIDE BALANCING AND SPLITTER DAMPERS WHERE SHOWN AND AS REQUIRED FOR SYSTEM BALANCING.
- ALL THERMOSTATS, WIRING AND CONDUIT ARE TO BE FURNISHED BY THE M.C. MOUNT THERMOSTATS 5'-0" ABOVE THE FLOOR UNLESS OTHERWISE NOTED.
- THE M.C. SHALL INSURE THAT ALL MECHANICAL EQUIPMENT INSTALLED UNDER HIS CONTRACT SHALL OPERATE FREE OF OBJECTIONABLE NOISE AND VIBRATION.
- THE M.C. SHALL KEEP THE PREMISES CLEAR OF DEBRIS FROM HIS WORK DURING CONSTRUCTION AND LEAVE THE AREA AND BUILDING CLEAN AT THE COMPLETION OF HIS WORK. HE SHALL ALSO LEAVE CLEAN ALL EXPOSED EQUIPMENT IN HIS CONTRACT.
- FLEXIBLE DUCTS RUN OUTS SHALL BE MAXIMUM OF 18'-0".
- ALL FLEXIBLE DUCT RUNOUTS SHALL INCLUDE INSULATED DAMPERED BOOTS AT THE POINT OF CONNECTION WITH RECTANGULAR DUCT. PROVIDE ALL FLEXIBLE DUCTWORK WITH FOIL-BACKED, EXTERNALLY WRAPPED INSULATION FOR A MINIMUM OF R-8.
- ALL DUCTWORK SIZES SHOWN ARE ACTUAL SHEET METAL DIMENSIONS. EXTERNALLY WRAP ALL DUCT WITH 3" FOIL BACKED INSULATION FOR A MINIMUM OF R-8.
- ALL GAS PIPING SHALL BE SCHEDULE 40 BLACK STEEL INSTALLED IN ACCORDANCE WITH ALL CODES, THE M.C. SHALL COORDINATE GAS PIPE CONNECTION SIZE WITH EQUIPMENT.
- PROVIDE PERMANENT LABEL ENGRAVED PLASTIC LAMINATE MECHANICALLY FASTENED TO OUTDOOR UNITS.
- LABEL THERMOSTATS WITH EQUIPMENT IDENTIFIER.

**KEY NOTES:**

- REMOVE EXISTING GRILLE AND DUCTWORK BACK TO MAIN TRUNK LINE.
- INSTALL NEW T-BAR LOUVERED SUPPLY GRILLE AND FLEXIBLE DUCT WORK BACK TO EXISTING TRUNK LINE. RELOCATE GRILLE AS NECESSARY TO AVOID INTERFERENCE WITH LIGHTING.
- REMOVE EXISTING RETURN GRILLE AND DUCTWORK BACK TO MAIN TRUNK LINE.
- EXISTING FLOOR GRILLE TO REMAIN.
- INSTALL NEW RETURN GRILLE AND FLEXIBLE DUCT WORK BACK TO EXISTING TRUNK LINE. RELOCATE GRILLE AS NECESSARY TO AVOID INTERFERENCE WITH LIGHTING.

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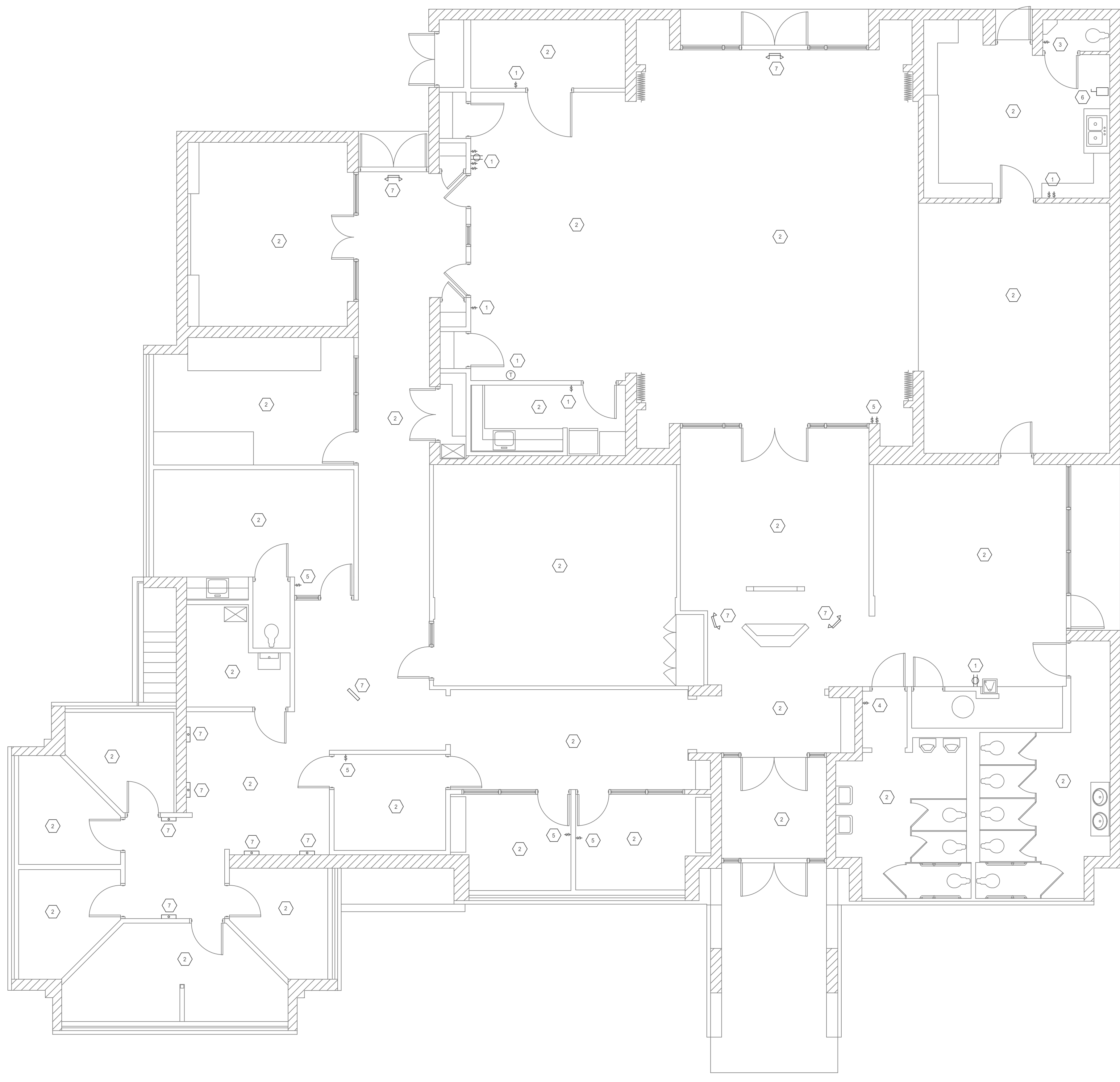
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**KEY NOTES:**

- 1 EXISTING DEVICE TO BE DEMOLISHED. MAINTAIN CIRCUIT CONTINUITY ABOVE CEILING TO ALLOW FOR FULL WALL DEMOLITION.
- 2 ALL LIGHTS/FIXTURES IN THIS AREA TO BE DEMOLISHED AND CIRCUITS PREPARED FOR NEW FIXTURES PER LIGHTING PLAN.
- 3 EXISTING SINGLE GANG BOX WITH 3 INDIVIDUAL SWITCHES TO BE DEMOLISHED. PROVIDE SS BLANK COVER. MAINTAIN CIRCUIT CONTINUITY ABOVE CEILING TO ALLOW FOR DEVICE TO BE RELOCATED.
- 4 EXISTING SINGLE GANG BOX WITH A SINGLE SWITCH TO BE DEMOLISHED. PROVIDE SS BLANK COVER. MAINTAIN CIRCUIT CONTINUITY ABOVE CEILING TO ALLOW FOR DEVICE TO BE RELOCATED.
- 5 EXISTING DEVICE TO BE DEMOLISHED. MAINTAIN CIRCUIT CONTINUITY ABOVE CEILING TO ALLOW FOR DEVICE TO BE RELOCATED.
- 6 EXISTING DISCONNECT AND CONDUIT/WIRE TO BE DEMOLISHED BACK TO PANEL. REMOVE BREAKER AND TURN OVER TO OWNER'S REPRESENTATIVE. INSTALL BLANK COVER.
- 7 KEEP EXISTING WALL MOUNTED LIGHT FIXTURE - PROTECT DURING DEMOLITION.

**LEGEND**

	JUNCTION BOX
	DISCONNECT
	DATA OUTLET
	110v OUTLET
	GROUND FAULT OUTLET
	QUAD 110v OUTLET
	220v OUTLET
	FLOOR BOX
	3 WAY SWITCH
	SINGLE POLE SWITCH
	OCCUPANCY SENSOR - WALL MOUNT
	OCCUPANCY SENSOR - CEILING MOUNT
	SINGLE POLE DIMMER SWITCH

**ELECTRICAL DEMOLITION PLAN**  
SCALE: 3/16" = 1'-0"

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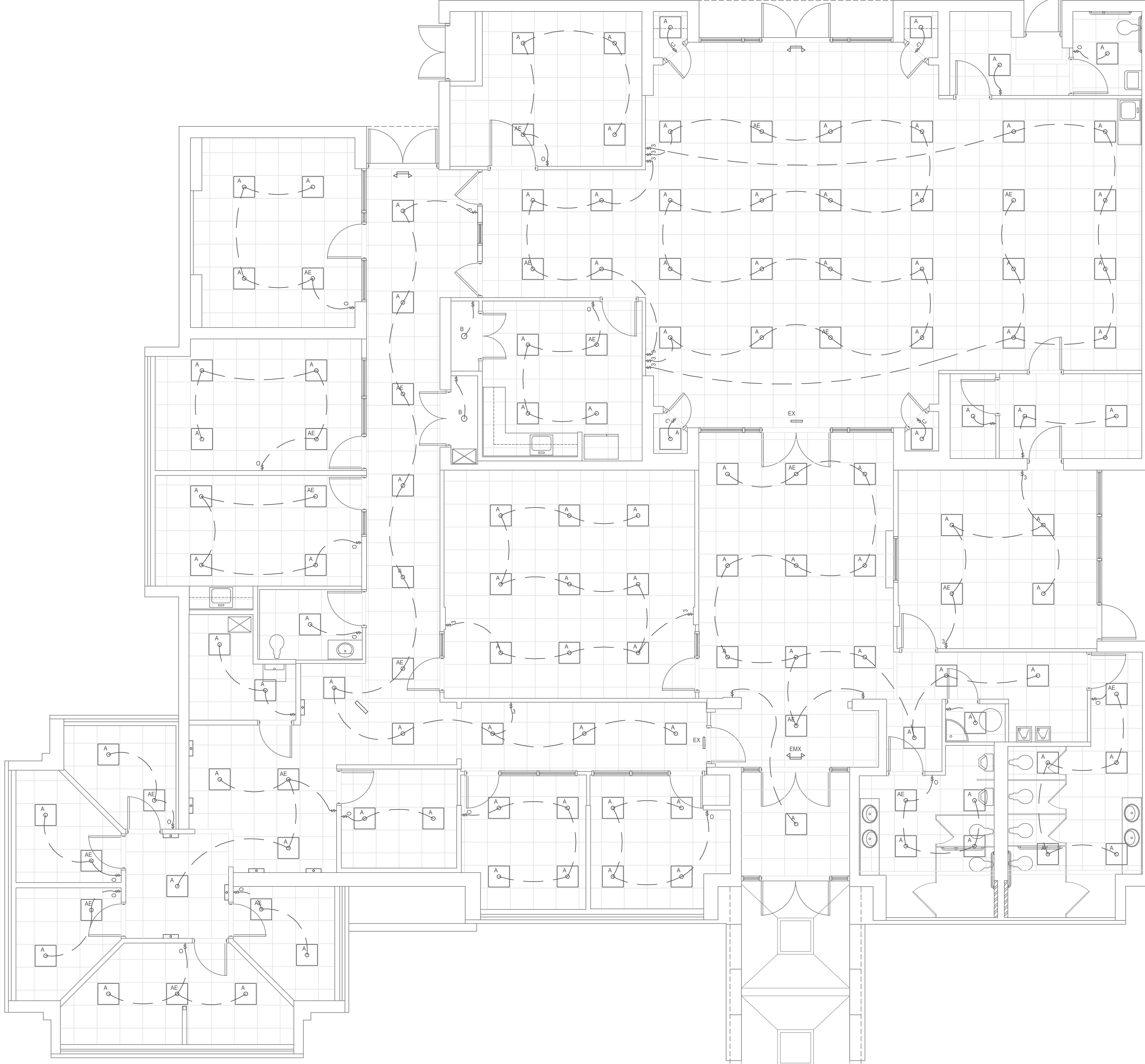
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LIGHT FIXTURE SCHEDULE				
TYPE	DESCRIPTION	MANUFACTURER	ELECTRICAL DATA	NOTES
A	2' x 2' LAY IN LED FLAT PANEL	COLUMBIA CBT22-LSCS-EDD OR EQUIVALENT	2750-4400 LUMENS, 3500-5000K, 45W, 120-277V	ALUMINUM LENS FRAME W/ WHITE MATTE FINISH
AE	2' x 2' LAY IN LED FLAT PANEL W/ EMERGENCY BACKUP	COLUMBIA CBT22-LSCS-EDD-ELL14 OR EQUIVALENT	2750-4400 LUMENS, 3500-5000K, 45W, 120-277V, 10W EMERGENCY BATTERY PACK W/ INTEGRATED TEST SWITCH	ALUMINUM LENS FRAME W/ WHITE MATTE FINISH
B	6" RECESS LED DOWNLIGHT	JUNO WF6 SWW5 90CRI MW OR EQUIVALENT	970 LUMENS, 2700-5000K, 13W, DIMMABLE, 120-277V	MATTE WHITE TRIM
EMX	2 HEAD EMERGENCY LED EXIT LIGHT W/ REMOTE EGRESS OPTION	HUBBEL CCRRCS SERIES OR EQUIVALENT	300 LUMENS, .56W, 120-277V, EMERGENCY BATTERY PACK w/ INTEGRAL TEST SWITCH & 10 W CONSTANT POWER	COLOR / TRIM TO BE WHITE
EX	SINGLE FACED EXIT LIGHT	HUBBEL SE SERIES CER OR EQUIVALENT	54 LUMENS, RED, 1.88W, 120-277V, EMERGENCY BATTERY PACK w/ INTEGRAL TEST SWITCH & 10 W CONSTANT POWER	COLOR / TRIM TO BE WHITE



LIGHTING PLAN  
SCALE: 3/16" = 1'-0"

LEGEND

	JUNCTION BOX
	DISCONNECT
	DATA OUTLET
	110v OUTLET
	GROUND FAULT OUTLET
	QUAD 110v OUTLET
	220v OUTLET
	FLOOR BOX
	3 WAY SWITCH
	SINGLE POLE SWITCH
	OCCUPANCY SENSOR - WALL MOUNT
	OCCUPANCY SENSOR - CEILING MOUNT
	SINGLE POLE DIMMER SWITCH
	DOOR INTERLOCK SENTROL 115-3Y-12K

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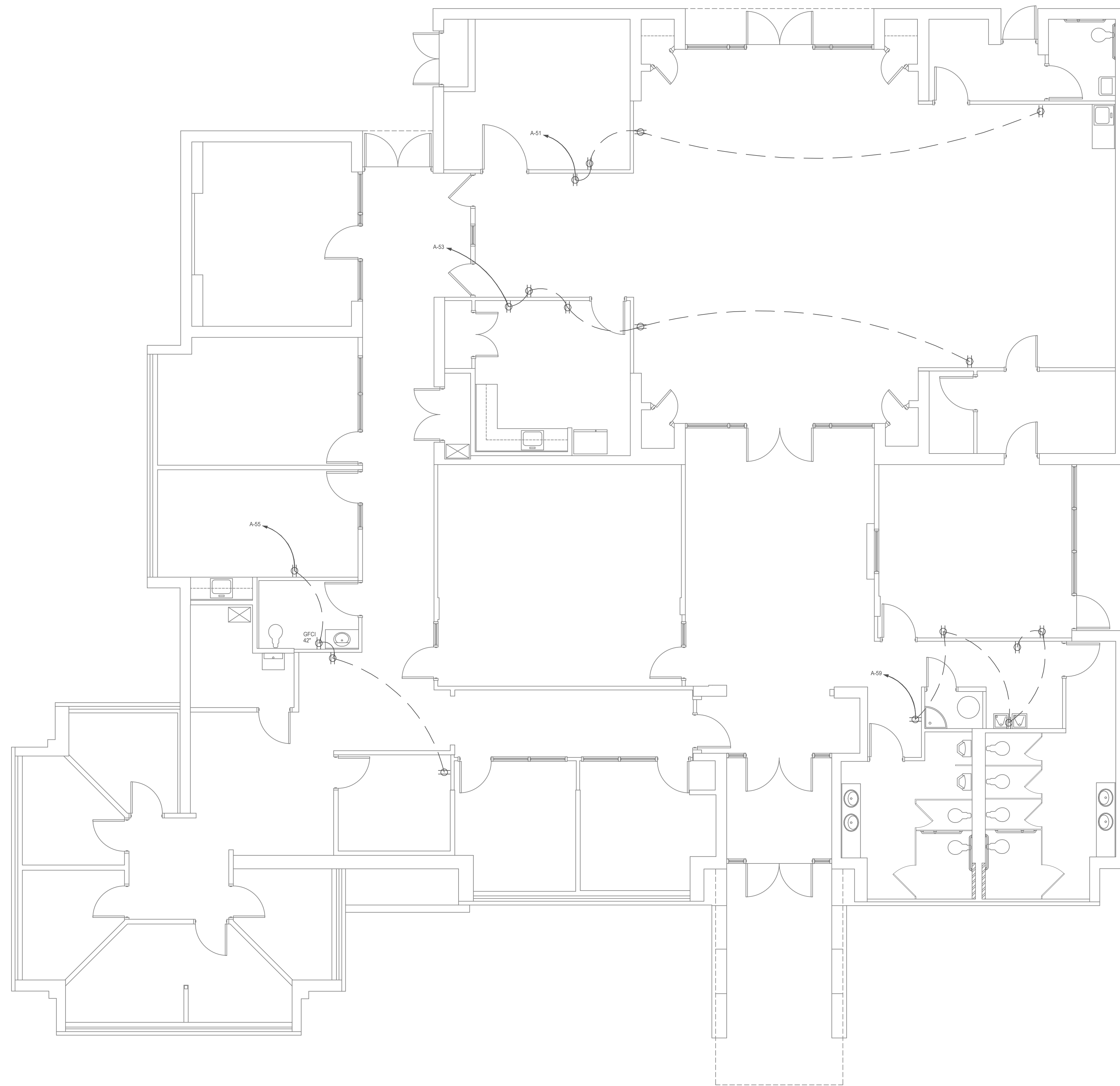


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**POWER PLAN**  
SCALE: 3/16" = 1'-0"

**LEGEND**

	JUNCTION BOX
	DISCONNECT
	DATA OUTLET
	110v OUTLET
	GROUND FAULT OUTLET
	QUAD 110v OUTLET
	220v OUTLET
	FLOOR BOX
	3 WAY SWITCH
	SINGLE POLE SWITCH
	OCCUPANCY SENSOR - WALL MOUNT
	OCCUPANCY SENSOR - CEILING MOUNT
	SINGLE POLE DIMMER SWITCH

**GENERAL NOTES:**

1. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR FLOOR PLAN DIMENSIONS. DO NOT SCALE THESE DRAWINGS.
2. THE ELECTRICAL CONTRACTOR SHALL COORDINATE ANY AND ALL WORK WITH OTHER TRADES INVOLVED IN THE PROJECT, PRIOR TO THE INSTALLATION OF HIS EQUIPMENT SO AS TO AVOID CONFLICTS DURING CONSTRUCTION AND TO ALLOW FOR OPTIMUM MAINTENANCE AND WORKING SPACE.
3. USE OF THE CONDUIT SYSTEM FOR EQUIPMENT GROUNDING SHALL NOT BE ACCEPTABLE, A SEPARATE GREEN GROUND WIRE SHALL BE RUN WITH THE CIRCUIT CONDUCTERS IN EACH CONDUIT.
4. ALL THE WORK AND MATERIAL SHALL BE PROVIDED IN ACCORDANCE WITH THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND 2017 NATIONAL ELECTRICAL CODE (NFPA 70).
5. EACH CONTRACTOR SHALL PROVIDE HIS OWN SUPPORT OF ALL DEVICES AND EQUIPMENT PROVIDED BY HIM AND SHALL SUPPORT SUCH EQUIPMENT PER APPROVED GOVERNING CODES OR PER APPROVAL OF THE ENGINEER. UNACCEPTABLE WORKMANSHIP OR MATERIALS SHALL BE REPLACED AT THE REQUEST OF THE ENGINEER AT THE CONTRACTORS EXPENSE.
6. THE MOUNTING HEIGHTS AND LOCATIONS OF ALL WALL MOUNTED OUTLETS AND JUNCTION BOXES SHALL BE REVIEWED AND COORDINATED WITH THE ENGINEER, PRIOR INSTALLATION FOR USE WITH THE ACTUAL EQUIPMENT, CASEWORK, AND MILLWORK TO BE FURNISHED.
7. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL NECESSARY DISCONNECTS, SWITCHES AND RECEPTACLES UNDER THE ELECTRICAL BID AND SHALL INCLUDE ALL NECESSARY CIRCUITS TO AND FINAL CONNECTIONS TO THE EQUIPMENT PROVIDED BY ALL SUPPLIERS. SEE DETAILS FOR CONNECTION TO EQUIPMENT PROVIDED BY MECHANICAL AND PLUMBING CONTRACTORS.
8. PENETRATION:
  - WHERE ELECTRICAL EQUIPMENT PENETRATES RATED WALLS AND CEILINGS, EXTERIOR WALLS, THEY SHALL BE PROPERLY SEALED PER APPROVED UL METHODS.
  - WHERE ELECTRICAL EQUIPMENT PENETRATES EXTERIOR WALLS, THEY SHALL BE PROPERLY SEALED WITH ALL METHODS APPROVED BY THE ENGINEER. SUBMIT DETAIL OF PROPOSED SEALING METHODS.
9. ALL PERMITS AND INSPECTION FEES SHALL BE SECURED AND PAID BY THE ELECTRICAL CONTRACTOR.
10. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR.
11. THE CONTRACTOR SHALL PROVIDE COMPLETE UPDATED TYPEWRITTEN PANEL SCHEDULES FOR ALL PANELBOARDS.
12. AS BUILT DRAWINGS SHALL BE GIVEN TO THE OWNER AT THE COMPLETION OF THE PROJECT.
13. THE CONTRACTOR SHALL VERIFY THE CEILING TYPES WITH THE GENERAL CONTRACTOR PRIOR TO THE PURCHASE OF ANY LIGHT FIXTURES SO THAT THE PROPER TRIM WILL BE PROVIDED FOR ALL FIXTURES. ANY DIFFERENCES WILL BE THE RESPONSIBILITY OF THIS CONTRACTOR.
14. ALL WIRE SIZES INDICATED ON THE PANEL SCHEDULES ARE BASED ON 75 DEGREE COPPER THHN/THWN WIRE. ALL WIRE TERMINALS AND EQUIPMENT SHALL BE LISTED AND APPROVED FOR 75C. ONLY THWN-2 WIRE SHALL BE INSTALLED IN WET AND EXTERIOR LOCATION.
15. MINIMUM CONDUIT SIZE SHALL BE 1/2" AND MINIMUM WIRE SIZE SHALL BE #12 AWG.
16. ARMORED CABLE (TYPE AC) AND METAL-CLAD CABLE (TYPE MC) ARE ACCEPTABLE WIRING METHODS SUBJECT TO THE FOLLOWING RESTRICTIONS:
  - SEE NEC 320 AND 330 FOR RESTRICTION.
  - PENETRATIONS OF RATED WALLS SHALL BE IN ACCORDANCE WITH APPROVED UL PENETRATION METHODS.
  - CABLE IS ALLOWED TO BE USED FOR HOME RUN TO PANEL BOARD.
  - WHERE REQUIRED BY NEC 517.13, CABLE SHALL BE LISTED FOR THE USE.
17. THE MAXIMUM NUMBER OF HOMERUNS IN A CONDUIT SHALL NOT EXCEED THREE (3). FEEDING CIRCUITS WITH SHARED NEUTRAL SHALL BE SWITCHED TOGETHER.
18. WHERE OUTLETS ARE SHOWN BACK TO BACK ON RATED WALLS, STAGGER OUTLETS SO THAT THEY SEPERATED BY A MINIMUM OF 24"
19. ALL DISCONNECTS SHALL HAVE SEPARATE NEUTRAL AND GROUND BARS.
20. ALL PANELS SHALL BE THREE PHASE, FOUR WIRE UNLESS OTHER WISE NOTED.
21. BOXES AND CONDUITS SHALL NOT BE INSTALLED RECESSED IN A 3-HOUR OR HIGHER RATED WALL. WHEN OUTLETS ARE INDICATED ON THESE WALLS, FIELD COORDINATE CONDUIT AND BOX INSTALLATION.
22. FOR ALL RECEPTACLES LOCATED ABOVE COUNTER TOP, MOUNTING HEIGHT SHALL COMPLY WITH ANSI A117.1, SECTION 308. E.C. SHALL FIELD VERIFY CASEWORK DETAIL WITH ARCHITECT PRIOR TO ROUGH IN.

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