



CITY OF FAYETTEVILLE, NORTH CAROLINA
INVITATION TO BID – CONSTRUCTION

City Hall 3rd Floor Renovation

ITB No. COF1517005

DATE ISSUED: July 1, 2026

BIDS DUE: July 23, 2026 at 2:00 PM ET

FUNDING SOURCE: General Fund

ISSUED BY: City of Fayetteville, North Carolina

PRIMARY CONTACT: Kim 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

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

Pursuant to N.C.G.S. 143-129, sealed bids will be received by the City of Fayetteville, until **2:00 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:

The project consists of the renovation of an existing storage room located on the 3rd floor of City Hall at 433 Hay Street, Fayetteville, NC 28301. The renovation will convert the existing space into three equally sized private offices and an adjoining corridor. The work shall include all associated architectural, mechanical, electrical, IT/data, fire sprinkler, and life safety modifications necessary to provide compliant egress and meet applicable City of Fayetteville standards and code requirements.

Project No.**COF1517005**

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 provide renovation services for an existing storage room located on the 3rd floor of City Hall at 433 Hay Street, Fayetteville, NC 28301. The project includes the conversion of the existing space into three equally sized private offices and an adjoining corridor, including all associated architectural, mechanical, electrical, IT/data, fire sprinkler, and life safety modifications required to meet applicable codes, compliant egress requirements, and City of Fayetteville standards.

The resulting contract is expected to provide a fully completed and code-compliant office renovation that delivers functional private office space, upgraded building systems, and all necessary supporting infrastructure in accordance with the project plans, specifications, and applicable regulatory requirements.

Bids shall include an allowance of \$10,000 for all labor and materials for the associated fire sprinkler system modification work.

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 purpose of this construction project is to renovate an existing storage room located on the 3rd floor of City Hall at 433 Hay Street, Fayetteville, NC 28301, and convert the space into functional office accommodations to support City operations. The renovation is intended to improve the utilization of existing interior space by creating three equally sized private offices and an adjoining corridor within the current building footprint.

The project site is located within the occupied City Hall facility in downtown Fayetteville, North Carolina. Contractors shall be expected to coordinate all work activities to minimize disruption to ongoing City operations and maintain safe access throughout the duration of construction.

The scope of work includes all associated architectural, mechanical, electrical, IT/data, fire sprinkler, and life safety modifications necessary to support the renovated office layout and to ensure compliance with applicable building codes, egress requirements, and City of Fayetteville standards.

There are no known prior contracts associated with this specific renovation scope.

1.3 ITB Schedule

Action / Event	Responsibility	Date / Time
Mandatory Pre-Bid Conference / Site Walk-Through	City & Bidders	Wednesday, July 8,2026 at 1:00 PM
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
Bid Submission Deadline	Bidders	Thursday, July 23,2026 at 2:00PM
Public Bid Opening	City of Fayetteville	Thursday, July 23,2026 at 2:00PM
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 **433 Hay Street, City Hall Building, Winslow 3rd floor**, 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. COF1517005 – City Hall 3rd Floor Renovation"

Each bidder must provide:

- **Three (3) signed hard copies** of the complete bid (original + two copies), AND
- **One (1) electronic copy** in PDF format via email to Kimberlytoon@fayettevillenc.gov

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)
Commercial General Liability (ISO #CG 00 01)	\$1,000,000 per occurrence / \$2,000,000 aggregate
Automobile Liability (ISO #CA 00 01)	\$1,000,000.00 combined single limit per accident
Workers’ Compensation & Employers’ Liability	Statutory NC limits; Employers’ Liability \$500,000
Owner’s & Contractor’s Protective Liability (ISO #CG 00 09)	\$2,000,000 per occurrence / \$5,000,000 aggregate
Builder’s Risk / Installation Floater (if applicable)	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.

Coverage Type	Minimum Limits (Fill In Per Project Risk)
Umbrella / Excess Liability (if required)	\$5,000,000 per occurrence / \$10,000,000 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

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: **60** 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.

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

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 with a replacement participation plan.

SECTION 8: SCOPE OF WORK

Instruction: Replace this section with the project-specific scope of work. The structure below is a guide.

8.1 Overview

The project consists of the renovation of an existing storage room located on the 3rd floor of City Hall at 433 Hay Street, Fayetteville, NC 28301. The renovation will convert the existing space into three equally sized private offices and an adjoining corridor. The work shall include all associated architectural, mechanical, electrical, IT/data, fire sprinkler, and life safety modifications necessary to provide compliant egress and meet applicable City of Fayetteville standards and code requirements.

8.2 Detailed Requirements

- All work 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.
- 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 shall perform all work in accordance with the approved construction documents, applicable building codes, City of Fayetteville standards, and all federal, state, and local regulations. Work shall be completed in a professional manner consistent with industry standards for commercial office renovations within occupied municipal facilities.

Quality Standards

All materials and workmanship shall be new, code-compliant, and installed in accordance with manufacturer recommendations and City standards. Finished spaces shall present a clean, professional appearance free from visible defects or damage. All building systems shall be properly coordinated, rated penetrations shall be firestopped as required, and the Contractor shall maintain a clean and orderly project site throughout construction.

Schedule and Completion Milestones

The Contractor shall provide a project schedule within ten (10) calendar days of Notice to Proceed and complete the work within the timeframe established in the contract. The schedule shall include key milestones for demolition, framing and rough-in inspections, drywall and ceiling installation, MEP and IT/data installations, and final inspections and punch list completion. The Contractor shall coordinate disruptive activities with the City to minimize impacts to ongoing operations and promptly notify the City of any anticipated delays along with a proposed recovery plan.

Testing and Commissioning Requirements

All electrical, mechanical, IT/data, fire alarm, and fire sprinkler systems associated with the renovation shall be tested and verified operational prior to final acceptance. The Contractor shall ensure all systems meet applicable code and industry standards, including verification of compliant egress and exit signage. Any deficiencies identified during testing or inspection shall be corrected by the Contractor at no additional cost to the City.

Inspection Requirements

The Contractor shall obtain and coordinate all required permits and inspections associated with the work and ensure compliance with all applicable North Carolina Building Code requirements and City of Fayetteville standards. Required inspections shall include all applicable building, electrical, mechanical, fire sprinkler, and life safety inspections. The Contractor shall notify the City prior to major inspections, and final acceptance shall be contingent upon successful completion of inspections, resolution of punch list items, and submission of all required closeout documentation, test reports, warranties, and as-built drawings where applicable.

Warranty Requirements

The Contractor shall provide a minimum one (1) year warranty on all workmanship and installed materials beginning on the date of final acceptance, unless longer manufacturer warranties apply. Any defects or deficiencies identified during the warranty period shall be corrected promptly by the Contractor at no additional cost to the City.

8.4 Project Timeline and Phasing

The anticipated award of contract is September 2026, with an estimated Notice to Proceed (NTP) date of October 2026.

The construction duration will be determined based on the Contractor's proposed schedule and sequencing plan submitted following contract award. Substantial Completion and Final Completion dates will be established upon review and acceptance of the Contractor's schedule.

8.5 City Responsibilities

The City of Fayetteville shall provide reasonable access to the project site and coordinate building access with the selected Contractor as necessary for construction activities within City Hall. The City will provide available existing drawings, record documents, and other relevant facility information in its possession for reference purposes; however, the accuracy and completeness of such documents are not guaranteed and shall be field verified by the Contractor.

The City will coordinate access to existing utilities serving the project area and provide available utility information upon request. Any available reports, studies, or prior assessments relevant to the project will be provided if applicable.

The City shall assist with coordination between the Contractor and applicable City departments, including IT, Facilities Maintenance, Fire Marshal, and other stakeholders as necessary to facilitate project execution and minimize disruptions to ongoing operations within City Hall.

The Contractor shall remain responsible for obtaining all permits, inspections, and approvals required for construction unless otherwise specifically noted in the contract documents.

8.6 Deliverables

At project completion, the Contractor shall provide all documents, certifications, and materials necessary for final acceptance and project closeout. Deliverables shall include, at a minimum:

- Final punch list completion
- Copies of all required inspection approvals and certificates
- As-built drawings reflecting field changes, where applicable
- Shop Drawings Submittals per the Architect's submittal schedule
- Warranty documentation for materials, equipment, and workmanship (3 hard copies and 1 flash drive)
- Test and commissioning reports for mechanical, electrical, IT/data, fire alarm, and fire sprinkler systems, where applicable
- Final cleaning of the project area and removal of all construction debris
- Delivery of all keys, access devices, and attic stock materials, if applicable
- Confirmation that all systems are fully operational and ready for occupancy

All deliverables shall be submitted to the City prior to final payment and project closeout.

SECTION 9: RESPONDENT INFORMATION SHEET

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

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 #1 (Add/Deduct): \$ _____

BID ALTERNATE #2 (Add/Deduct): \$ _____

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.

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

**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 (\$)
BASE BID TOTAL NOT-TO-EXCEED AMOUNT					\$

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

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:

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.

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

PERFORMANCE BOND — G.S. 44A-26

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

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

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.

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

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

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

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 procurement.

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 procurement 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

Exhibit 1	Proposal / Bid
Exhibit 2	Special Provisions and Specifications
Exhibit 3	Addendum Acknowledgment
Exhibit 4	Bond Forms (Performance, Payment, Power of Attorney)
Exhibit 5	Licenses / Certifications
Exhibit 6	Lien Waiver Forms
Exhibit 7	Certificate(s) of Insurance
Exhibit 8	Pay Application Form Example
Exhibit 9	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 / %
TOTAL SDBE/HUB PARTICIPATION					\$	_____%

Total Base Bid Amount: \$ _____

Total SDBE/HUB Participation Amount: \$ _____

SDBE/HUB Participation as % of Total Bid: _____%

SDBE/HUB Participation Goal for this Project: 10%

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: 10% — 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, 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: _____

CITY OF FAYETTEVILLE

THIRD FLOOR OFFICE RENOVATION

433 HAY STREET, FAYETTEVILLE, NC 28301

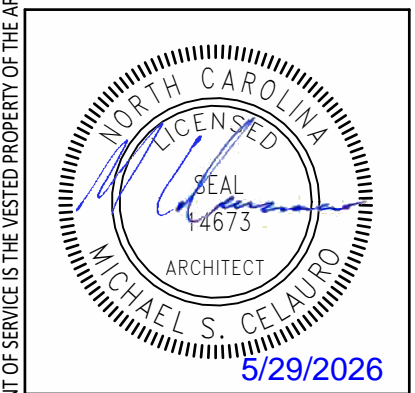
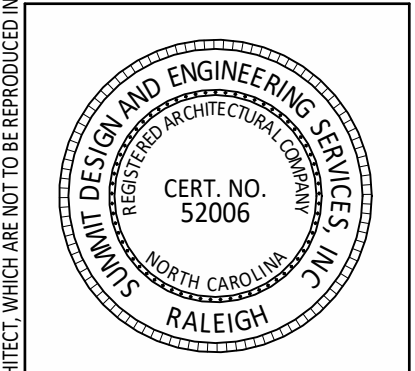


OWNER CITY OF FAYETTEVILLE 434 HAY STREET FAYETTEVILLE, NC 28301 CONTACT: ROGER HUNT E-MAIL: RogerHunt@FayettevilleNC.gov PHONE: (910) 433-1173
ARCHITECT SUMMIT DESIGN ENGINEERING SERVICES 1000 SOCIAL ST., SUITE 800 RALEIGH, NC 27609 CONTACT: MICHAEL CELAURO, AIA, NCARB E-MAIL: Michael.Celairo@SummitDE.com PHONE: (919) 322-0115
MECHANICAL PEAK SYSTEMS ENGINEERING 200 MACKENAN DRIVE, SUITE 100 CARY, NC 27511 CONTACT: NOAH STOLTZ, PE E-MAIL: NStoltz@PeakSystemsEng.com PHONE: (919) 230-4414
ELECTRICAL PEAK SYSTEMS ENGINEERING 200 MACKENAN DRIVE, SUITE 100 CARY, NC 27511 CONTACT: MELISSA TAYLOR E-MAIL: MTaylor@PeakSystemsEng.com PHONE: (919) 495-4775

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CS-000	COVER SHEET
GENERAL	
G-000	CODE SUMMARY
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ARCHITECTURE	
A-100	DEMO FLOOR PLAN & RCP
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ELECTRICAL	
E000	ELECTRICAL COVERSHEET
E001	ELECTRICAL SPECIFICATIONS (A)
E002	ELECTRICAL SPECIFICATIONS (B)
E110	ELECTRICAL PLANS - DEMOLITION
E111	ELECTRICAL PLANS - NEW WORK
E200	PARTIAL POWER RISER DIAGRAM
FA000	FIRE ALARM COVER SHEET
FA110	FIRE ALARM PLANS - DEMO & NEW WORK



CITY OF FAYETTEVILLE
THIRD FLOOR OFFICE RENOVATION
433 HAY STREET, FAYETTEVILLE, NC 28301



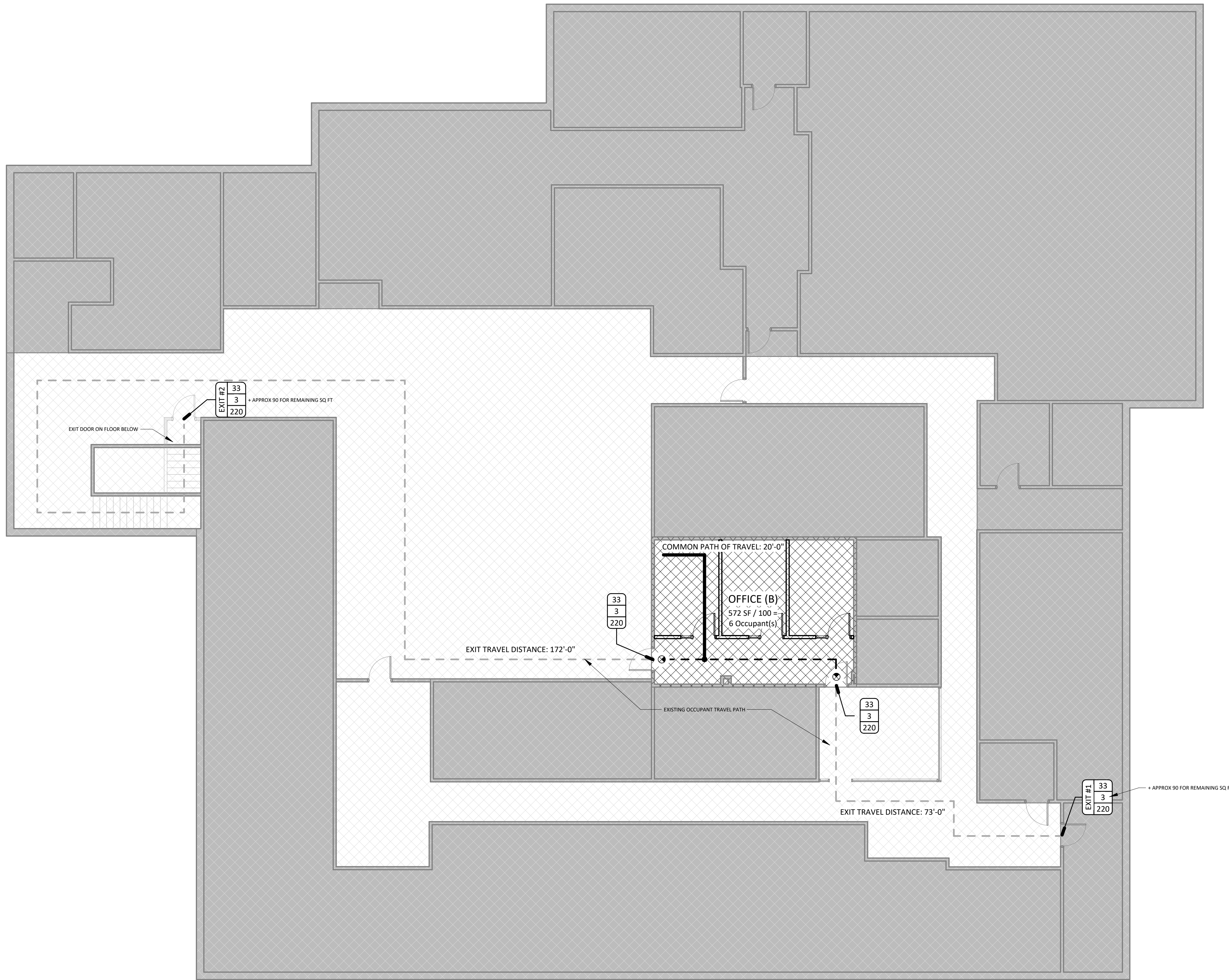
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PROJECT NO.
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COVER SHEET
CS-000

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1 LIFE SAFETY PLAN
SCALE: 1/8" = 1'-0"



LIFE SAFETY SYMBOL LEGEND	
	COMMON PATH OF TRAVEL
	OCCUPANT TRAVEL PATH
	EXISTING OCCUPANT TRAVEL PATH
	EGRESS WIDTH IN INCHES OCCUPANT LOAD MAXIMUM OCCUPANT CAPACITY
	CEILING MOUNTED DIRECTIONAL LED EXIT SIGN
	(B) BUSINESS OCCUPANCY - WITHIN ALTERATION
	(B) BUSINESS OCCUPANCY - EXISTING

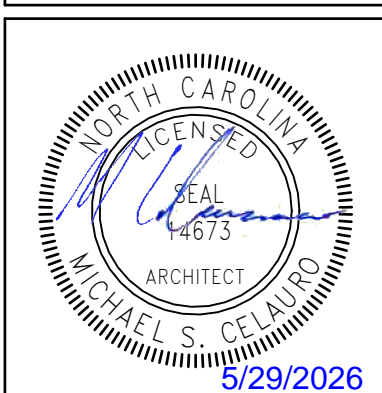
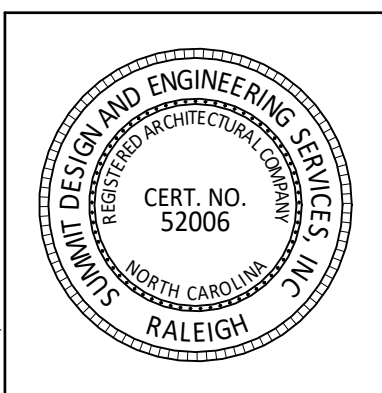
BUILDING INFORMATION	
*PER	
CONSTRUCTION TYPE:	TYPE II-B
USE GROUP:	BUSINESS (B)

**OCCUPANT LOAD			
*PER TABLE 1004.1.2 OF THE 2018 NCSBC **WITHIN ALTERATION			
TYPE	AREA	FACTOR	COUNT
B	572 SF	100	6
TOTAL	572 SF		6

COMMON PATH OF TRAVEL	
*PER TABLE 1006.2.1 OF THE 2018 NCSBC	
REQUIRED	PROVIDED
75'	20'

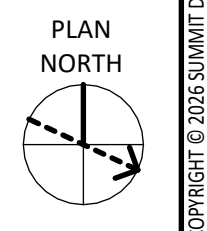
EXIT TRAVEL DISTANCE	
*PER TABLE 1017.2 OF THE 2018 NCSBC	
REQUIRED	PROVIDED
200'	192'

MAX. CALCULATED OCCUPANT LOAD CAPACITY PER EGRESS EXIT	
EXIT #1: CLEAR WIDTH = 33" / 0.15" = 220 OCCUPANTS	
EXIT #2: CLEAR WIDTH = 33" / 0.15" = 220 OCCUPANTS	

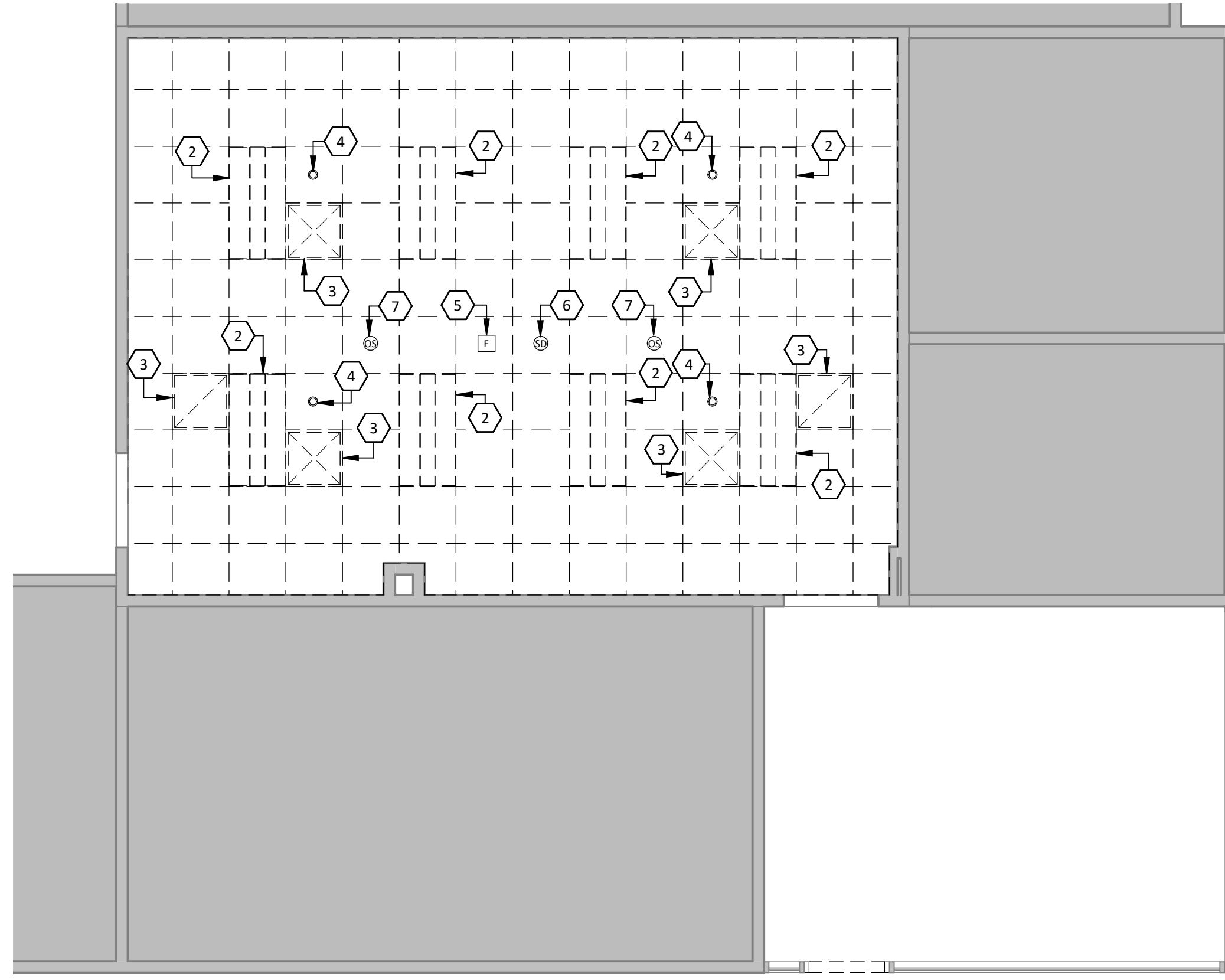


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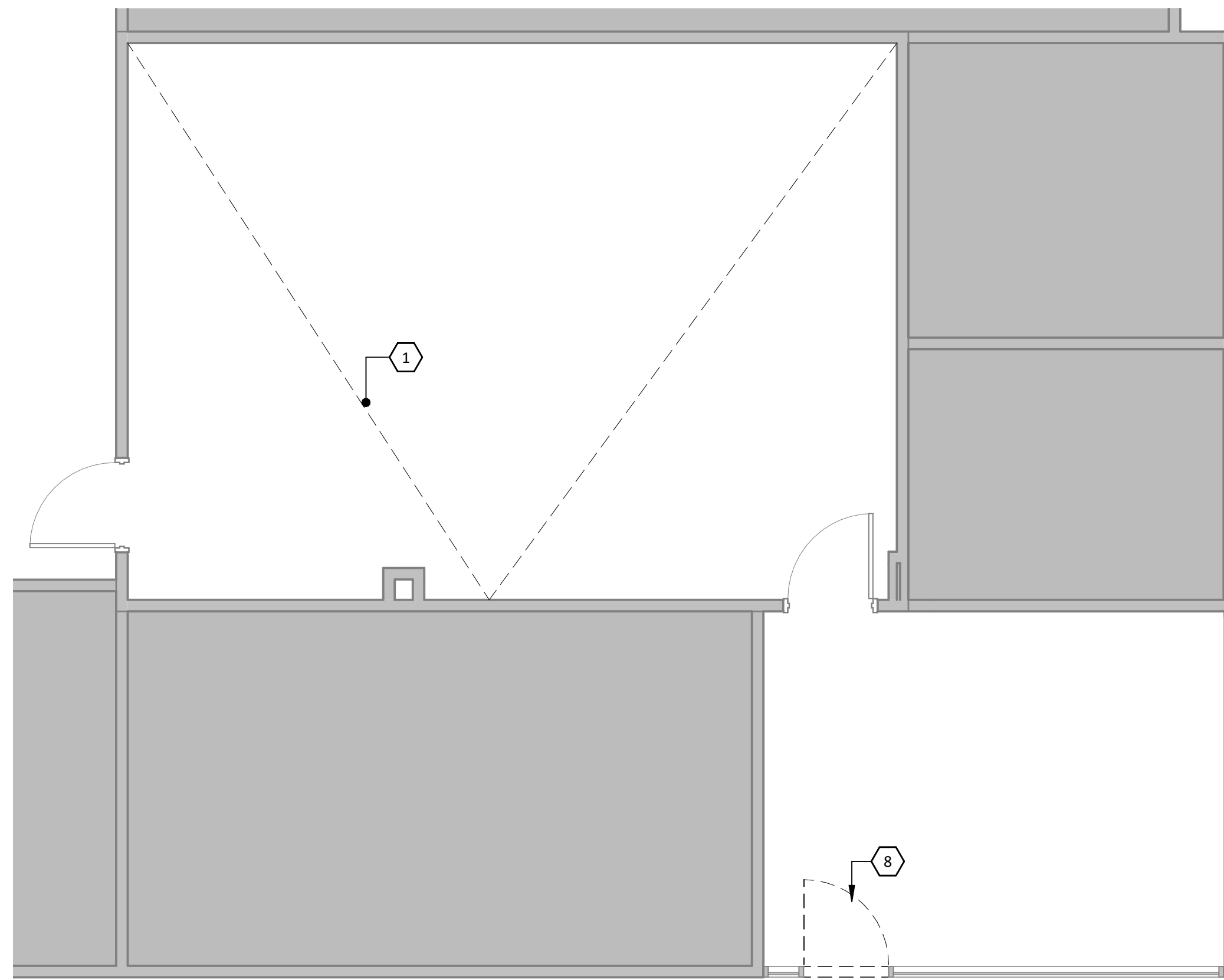
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PROJECT NO. 25-0262.001
LIFE SAFETY PLAN



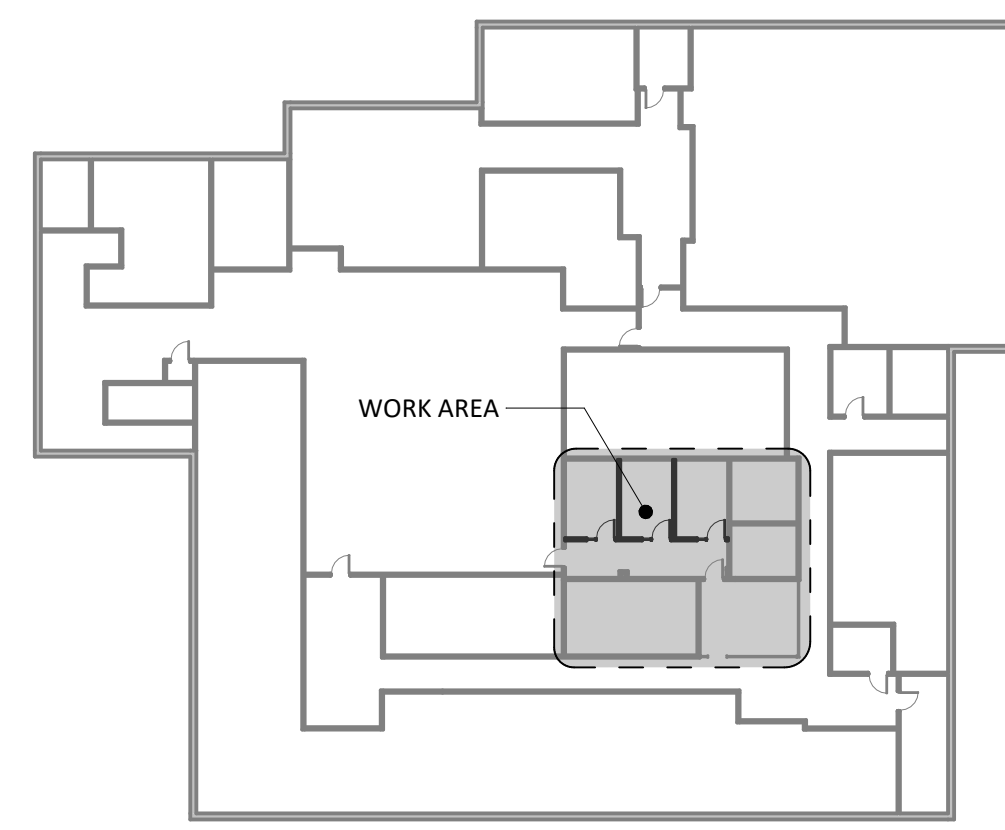
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1 RCP - DEMOLITION
SCALE: 1/4" = 1'-0"



2 FLOOR PLAN - DEMOLITION
SCALE: 1/4" = 1'-0"



3 KEY PLAN
SCALE: 1/32" = 1'-0"

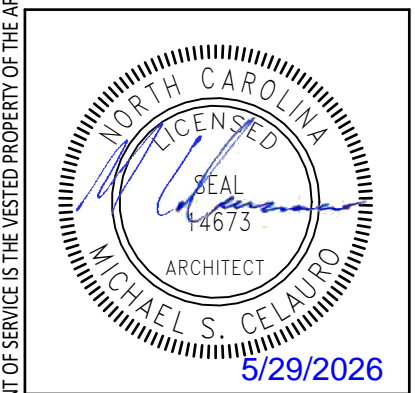
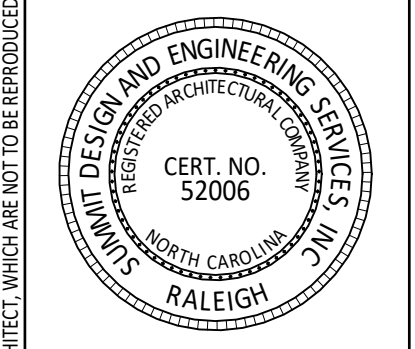
DEMO PLAN LEGEND	
	EXISTING WALL TO REMAIN
	ITEM TO BE DEMOLISHED

GENERAL DEMOLITION NOTES

- PRIOR TO ALL DEMOLITION WORK, CAREFULLY INSPECT THE ENTIRE SITE AND ALL OBJECTS TO BE DEMOLISHED AND/OR LEFT INTACT AND DETERMINE AN ORDERLY SEQUENCE FOR THE DEMOLITION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS WHERE DEMOLITION & NEW CONSTRUCTION IS TO OCCUR. NOTIFY THE ARCHITECT OF ANY INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK.
- DEMOLITION SHALL BE CARRIED OUT SUCH THAT DAMAGE TO ADJACENT SPACES WILL NOT OCCUR. WHERE SUCH DAMAGE OCCURS, PATCH, REPAIR, OR RESTORE DAMAGED COMPONENTS TO THEIR ORIGINAL CONDITION.
- THE CONTRACTOR SHALL FIRST OFFER ALL REMOVED ITEMS SUCH AS, BUT NOT LIMITED TO: DOORS, CASEWORK, EQUIPMENT, ETC. TO THE OWNER. IF THE OWNER DOES NOT ACCEPT THE DEMOLISHED ITEMS, THEN THEY SHALL BECOME THE PROPERTY OF CONTRACTOR & SHALL BE COMPLETELY REMOVED FROM THE SITE.
- ALL CONTRACTORS ARE REQUIRED TO VISIT THE PROJECT SITE IN ORDER TO BECOME FAMILIAR WITH DEMOLITION & JOB REQUIREMENTS. ITEMS IDENTIFIED DURING JOB SITE VISIT WILL BE INCORPORATED INTO THE CONTRACT DOCUMENTS BY ADDENDUM.
- THE AREA(S) AFFECTED BY DEMOLITION & NEW CONSTRUCTION SHALL BE FREE OF ANY AND ALL OBSTACLES TO ENSURE A SAFE WORKING ENVIRONMENT. PRIOR TO THE BEGINNING OF WORK, THE OWNER SHALL EITHER REMOVE THESE OBSTACLES OR DIRECT THE CONTRACTOR TO MOVE AND STAGE IN ANOTHER LOCATION.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & DISPOSAL OF ALL EXISTING CONSTRUCTION NECESSARY TO PERMIT THE INSTALLATION OF NEW CONSTRUCTION, INCLUDING BUT NOT LIMITED TO MECHANICAL AND ELECTRICAL DEMOLITION, UNLESS NOTED OTHERWISE & WHETHER OR NOT SUCH DEMOLITION IS SPECIFICALLY NOTED ON THIS PLAN. CATALOG ITS EXTENT & COMPOSITION IN WRITING & REPORT TO ARCHITECT PRIOR TO REMOVAL.
- FINISHES IN ANY AREAS, WHICH ARE DAMAGED IN THE COURSE OF DEMOLITION AND/OR CONSTRUCTION SHALL BE PATCHED, REPAIRED AND RETURNED TO ORIGINAL STATE, IN ORDER TO PROVIDE A COMPLETE INSTALLATION.
- ALL EXISTING DEVICES, CONTROLS & WIRING RELATED TO THE WORK SHALL BE MARKED BOTH IN PLAN & IN THE FIELD FOR RECONNECTION, RECONFIGURATION AND/OR ABANDONMENT IF DISTURBED DURING DEMOLITION. IF NOT REQUIRED FOR FUTURE OPERATIONS, ABANDONED UTILITIES SHALL BE SEPARATED & CAPPED AS REQUIRED BY CODE OR AS NECESSARY FOR SAFETY. THE ARCHITECT SHALL BE NOTIFIED OF ALL INSTANCES WHERE EXISTING CONSTRUCTION IS ABANDONED.
- THE INTERIOR CONSTRUCTION ZONE AREA IS TO BE PROTECTED & CLOSED OFF TO THE PUBLIC BY MEANS SUITABLE BY THE OWNER & GENERAL CONTRACTOR AGREEMENT.
- SCHEDULE AND EXECUTE ALL WORK IN A CAREFUL MANNER WITH ALL CONSIDERATION FOR NEIGHBORS AND THE PUBLIC TO PREVENT INJURY TO PERSONS OR PROPERTY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR AN ACCURATE TAKING OF JOB SITE MEASUREMENTS, VERIFYING SAID MEASUREMENTS AND PROMPTLY FURNISHING EXACT JOB SITE MEASUREMENTS TO ALL PARTIES REQUIRING THE SAME. CONTRACTOR MUST NOTIFY ARCHITECT OF ANY DISCREPANCIES IMMEDIATELY.

KEYNOTES

NUMBER	DESCRIPTION
1	REMOVE EXISTING WALL BASE IN ITS ENTIRETY. CUT EXISTING CARPET TILES TO ALLOW FOR NEW STUD TRACKS ONLY. EXISTING CARPET TO REMAIN.
2	REMOVE EXISTING LIGHTING. SALVAGE FOR REUSE.
3	REMOVE EXISTING DIFFUSERS. SALVAGE FOR REUSE.
4	REMOVE EXISTING SPRINKLER. SALVAGE FOR REUSE.
5	REMOVE EXISTING FIRE ALARM. SALVAGE FOR REUSE.
6	REMOVE EXISTING SMOKE DETECTOR. SALVAGE FOR REUSE.
7	REMOVE OCCUPANCY SENSORS. SALVAGE FOR REUSE.
8	REMOVE STOREFRONT DOOR FROM FRAME.

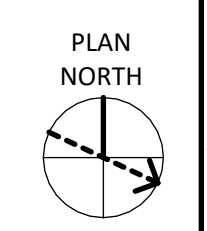


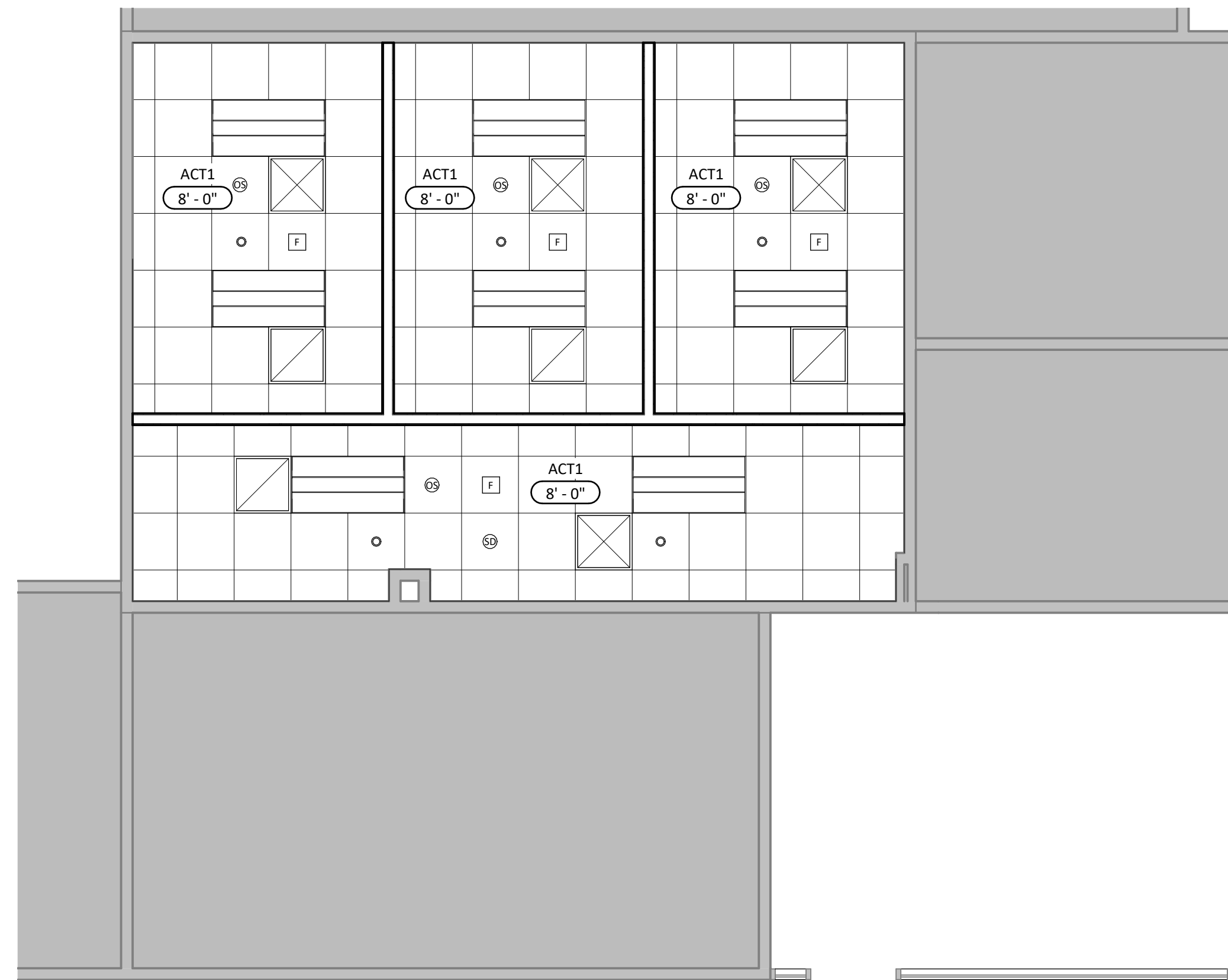
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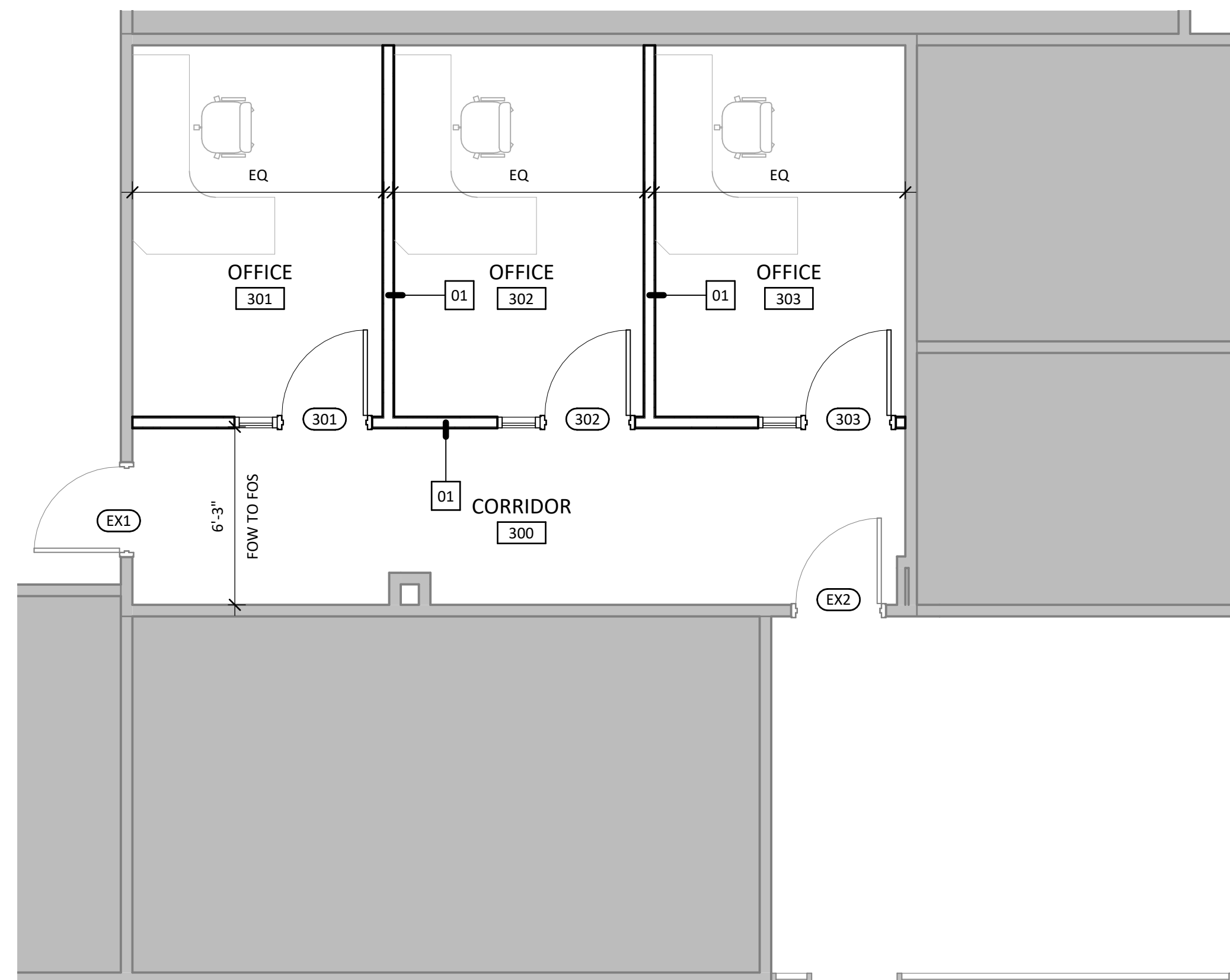
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DEMO FLOOR PLAN & RCP

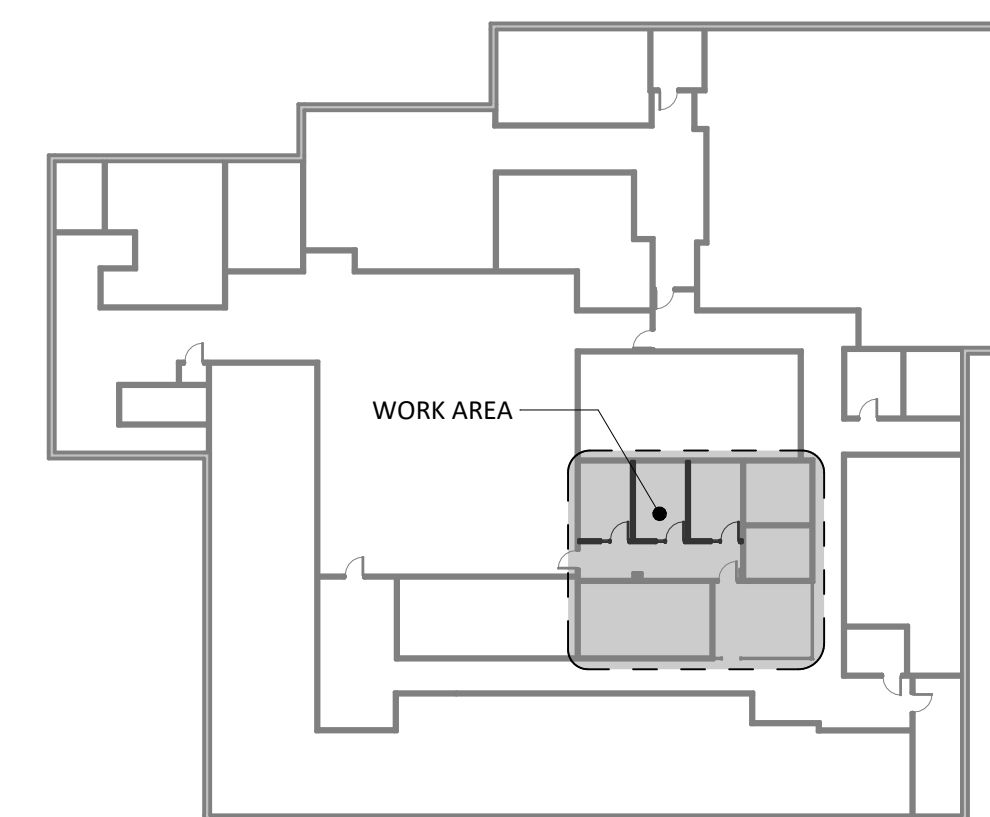




1 RCP - NEW CONSTRUCTION
SCALE: 1/4" = 1'-0"



2 FLOOR PLAN - NEW CONSTRUCTION
SCALE: 1/4" = 1'-0"

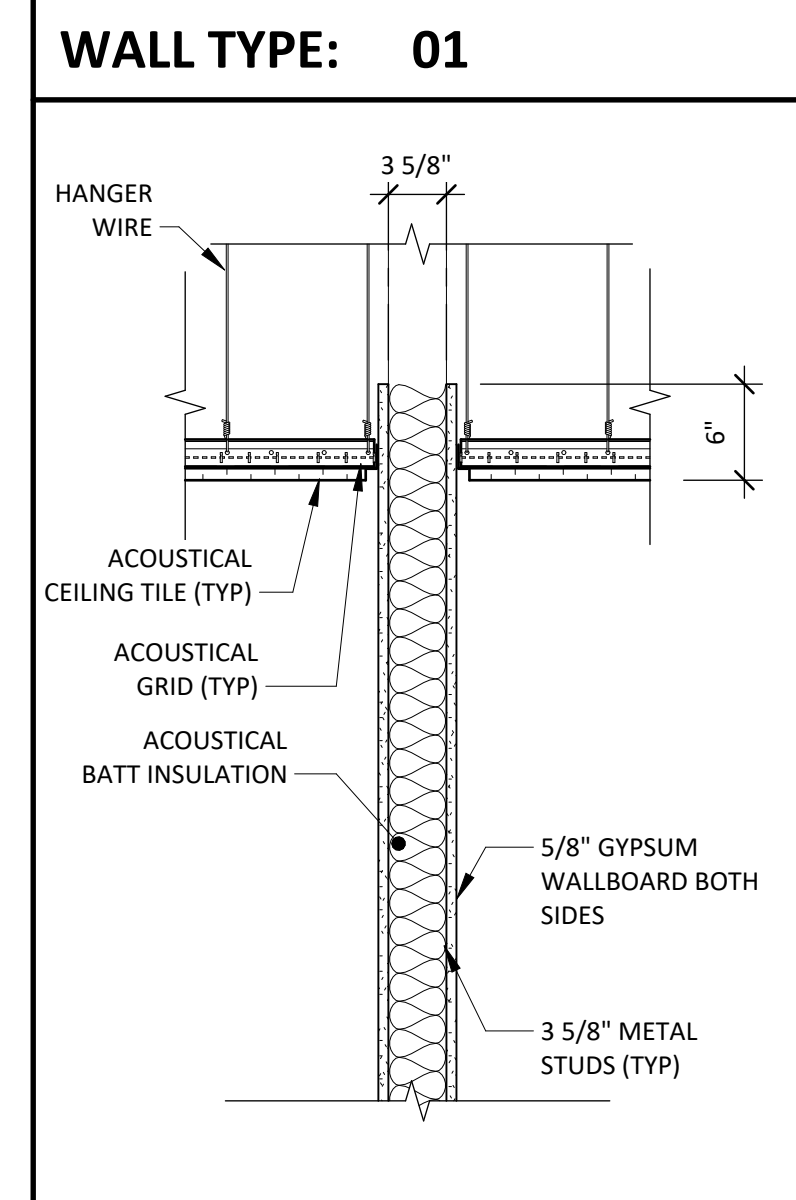


3 KEY PLAN
SCALE: 1/32" = 1'-0"

RCP SYMBOLS LEGEND	
	SUPPLY AIR (CEILING MOUNTED)
	RETURN AIR (CEILING MOUNTED)
	2x4 LED LIGHT FIXTURE
	SPRINKLER
	FIRE ALARM, SEE FIRE ALARM
	SMOKE DETECTOR
	OCCUPANCY SENSOR
	2X2 ACOUSTICAL CEILING TILE (ACT1)

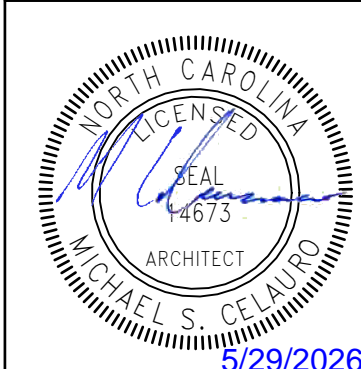
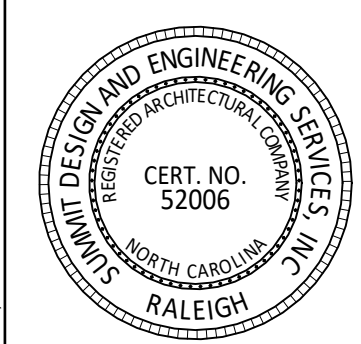
FLOOR PLAN LEGEND	
	EXISTING WALL TO REMAIN
	NEW WALL CONSTRUCTION

WALL TYPE LEGEND



SCALE: 1" = 1'-0"	FIRE RATING: N/A
NOTES:	UL DESIGN NO.: N/A
	STC RATING: N/A

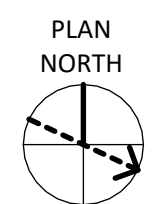
GENERAL NOTES:
1. ALL INTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING UNLESS NOTED OTHERWISE.

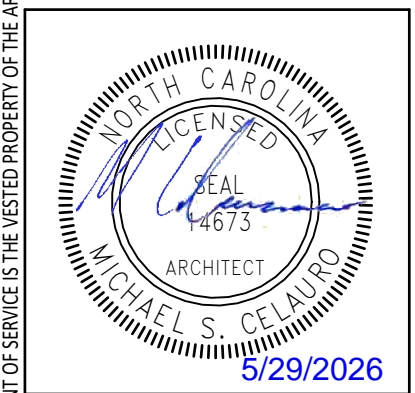
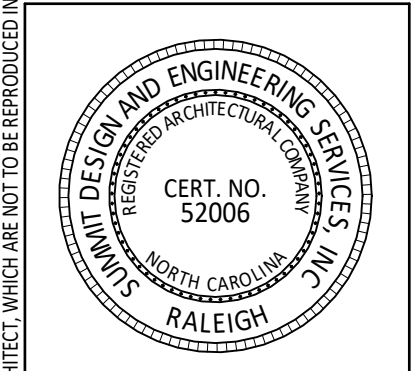


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FLOOR PLAN & RCP





NO.	REVISIONS	DATE

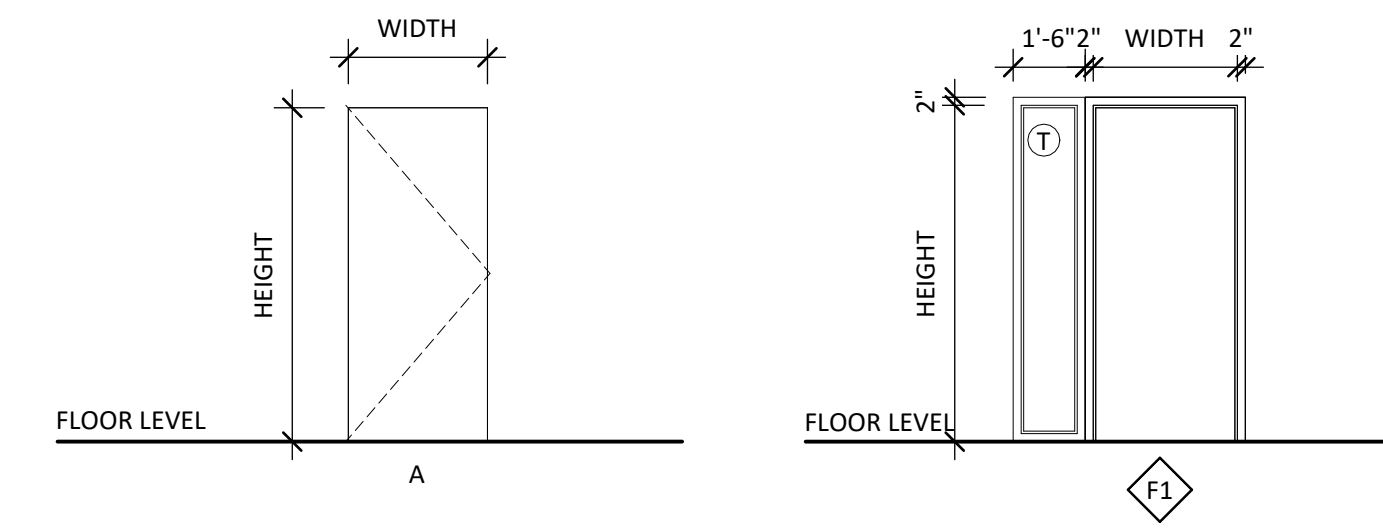
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DOOR SCHEDULE, FINISH SCHEDULE & DETAILS

DOOR SCHEDULE													
NO.	ROOM	DOOR			NOMINAL SIZE			OPERATION	FRAME		LABEL	HARDWARE SET	COMMENTS
		TYPE	MATERIAL		WIDTH	HEIGHT	THK		TYPE	MATERIAL			
301	OFFICE	A	SOLID CORE WD		3' - 0"	7' - 0"	1 3/4"	SWING	F1	HM	NR	1	SEE DOOR NOTE #9 FOR FINISH
302	OFFICE	A	SOLID CORE WD		3' - 0"	7' - 0"	1 3/4"	SWING	F1	HM	NR	1	SEE DOOR NOTE #9 FOR FINISH
303	OFFICE	A	SOLID CORE WD		3' - 0"	7' - 0"	1 3/4"	SWING	F1	HM	NR	1	SEE DOOR NOTE #9 FOR FINISH
EX1	CORRIDOR				3' - 0"	7' - 0"	1 3/4"	SWING				2	HARDWARE UPDATES ONLY
EX2	CORRIDOR				3' - 0"	7' - 0"	1 3/4"	SWING				2	HARDWARE UPDATES ONLY

- DOOR NOTES**
- HARDWARE SET REPRESENTS THE DESIGN INTENT AND DIRECTION OF THE OWNER AND ARCHITECT. THEY ARE GUIDELINES ONLY AND SHOULD NOT BE CONSIDERED A DETAILED HARDWARE SCHEDULE. ALL HARDWARE TO BE CONFIRMED WITH OWNER PRIOR TO ORDERING.
 - DISCREPANCIES, CONFLICTING HARDWARE AND MISSING ITEMS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO THE BIDDING PROCESS.
 - OMITTED ITEMS NOT INCLUDED IN THE HARDWARE SET SHOULD BE SCHEDULED WITH THE APPROPRIATE ADDITIONAL HARDWARE REQUIRED FOR PROPER APPLICATION, INSTALLATION AND FUNCTIONALITY.
 - ALL DOORS SERVING AS MEANS OF EGRESS SHALL COMPLY TO SECTION 1010 OF THE N.C.S.B.C.
 - DOOR HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERATING DEVICES ON DOORS REQUIRED TO BE ACCESSIBLE BY CHAPTER 11 OF THE 2018 N.C.S.B.C. SHALL NOT BE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE.
 - ALL DOOR HARDWARE TO BE MOUNTED AT A HEIGHT IN ACCORDANCE WITH PARAGRAPH 1010.1.9.2.
 - ALL INTERIOR EGRESS DOORS TO COMPLY WITH SECTION 1010.1.3 DOOR OPENING FORCE.
 - SEE FRAME ELEVATIONS FOR EXTENT OF TEMPERED GLASS. USE TEMPERED, LAMINATED, OR OTHER SAFETY GLASS APPROVED FOR HAZARDOUS LOCATIONS IN ACCORDANCE TO N.C.S.B.C. 2018 SECTION 2406.
 - DOOR FINISH COLOR AND GRAIN PATTERN TO MATCH EXISTING. THE PROVIDED COLOR REFERENCE FOR THE ORIGINAL CONSTRUCTION WAS WILSONART LAMINATE BILTMORE CHERRY, HOWEVER EXISTING DOOR FINISH COLOR AND GRAIN PATTERN SUPERCEDES THE WILSONART SAMPLE. ALL DOOR ARE FRAME FINISH SAMPLES TO BE PROVIDED TO ARCHITECT FOR APPROVAL.
 - DOOR HARDWARE SHALL BE HAGER AS THE BASIS-OF-DESIGN, OR APPROVED EQ.

HARDWARE SET						
SET #	HINGES	CLOSER	DOOR STOP	SILENCER	LOCK SET	COMMENTS
1	1.5	N/A	WALL	YES	OFFICE	MORTISE LOCK
2	EXISTING	EXISTING	EXISTING	EXISTING	PASSAGE	CURRENTLY STOREROOM



GLASS TYPES

T TEMPERED INSULATING GLASS: CLEAR

INTERIOR FINISH SCHEDULE									
NO.	ROOM NAME	FLOORS		WALLS				CEILING	COMMENTS
		FINISH	BASE	NORTH	EAST	SOUTH	WEST		
300	CORRIDOR	EX	RB1	P1	P1	P1	P1	ACT1	
301	OFFICE	EX	RB1	P1	P1	P1	P1	ACT1	
302	OFFICE	EX	RB1	P1	P1	P1	P1	ACT1	
303	OFFICE	EX	RB1	P1	P1	P1	P1	ACT1	

INTERIOR MATERIAL SCHEDULE				
	MNFR.	STYLE/ID	COLOR	COMMENTS
FLOORS				
CARPET				EXISTING CARPET
EX				
WALL BASE				
RUBBER				
RB1	TARKETT			MATCH EXISTING MATCH EXISTING HEIGHT
WALLS				
PAINT				
P1	SHERWIN WILLIAMS			MATCH EXISTING EGGSHELL FINISH
CEILING				
TILE				
ACT1	ARMSTRONG	ULTIMA	WHITE	

SYMBOL LEGEND			
ROOM NAME			
ROOM No.	101		CEILING
	CF		FINISH
WALL BASE	0000		

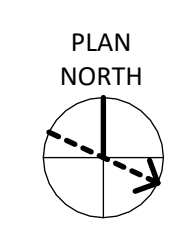
FINISH LEGEND

EXISTING CARPET

- FINISH NOTES**
- ALL GYPSUM WALLBOARD WALLS AND CEILINGS SHALL RECEIVE A LEVEL 4 FINISH. PREPARE MOCK-UP FOR ARCHITECT'S APPROVAL.
 - SEAL ALL GAPS BETWEEN WALLS AND CEILINGS/FLOORS.
 - REFER TO REFLECTED CEILING PLANS FOR CEILING HEIGHTS.
 - ALL INTERIOR MATERIAL FINISH SAMPLES TO BE PROVIDED TO ARCHITECT FOR APPROVAL.



1 FINISH PLAN
SCALE: 1/4" = 1'-0"



2018 Appendix B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
 MECHANICAL DESIGN & SUMMARY

Mechanical Systems, Service Systems and Equipment

METHOD OF COMPLIANCE: No Change to Existing Systems

Weather Station: RDU.TMY

Thermal Zone: 3A

Exterior Design Conditions:

summer dry bulb: 95 °F summer wet bulb: 76 °F
 winter dry bulb: 20 °F

Interior Design Conditions:

summer dry bulb: 75 °F
 winter dry bulb: 70 °F
 relative humidity: 45-60%

Building Cooling Load: 0 Btu/h

Building Heating Load: 0 Btu/h

Mechanical Spacing Conditioning System:

Unitary:
 description of unit: _____
 cooling output: _____
 cooling efficiency: _____
 heating output: _____
 heating efficiency: _____

Chiller:
 Chiller output: _____
 Oversizing reason: _____

Boiler:
 Boiler output: _____
 Oversizing reason: _____

List equipment efficiencies:

Cooling Efficiency: _____
 Heating Efficiency: _____

Mechanical system motors:

Motor horsepower: _____
 Number of phases: _____
 Minimum efficiency: _____
 Motor type: _____
 Number of poles: _____

EXISTING MECHANICAL SYSTEM

MECHANICAL LEGEND

SYMBOL	ABBR.	DESCRIPTION
	SA	SUPPLY AIR DUCT TURNING UP
		SUPPLY AIR DUCT TURNING DOWN
	RA	RETURN AIR DUCT TURNING UP
		RETURN AIR DUCT TURNING DOWN
	EA	EXHAUST AIR DUCT TURNING UP
		EXHAUST AIR DUCT TURNING DOWN
	OA	OUTSIDE AIR DUCT TURNING UP
		OUTSIDE AIR DUCT TURNING DOWN
		RECTANGULAR DUCT
		ROUND DUCT
		OVAL DUCT
	FSD	CLASS 1 COMBINATION FIRE & SMOKE DAMPER WITH DUCT ACCESS DOOR AND DUCT MOUNTED ACTUATOR. REFER TO ELECTRICAL PLANS FOR POWER REQUIREMENTS.
	SD	CLASS 1 SMOKE DAMPER WITH DUCT ACCESS DOOR AND DUCT MOUNTED ACTUATOR. REFER TO ELECTRICAL PLANS FOR POWER REQUIREMENTS.
	FD	DYNAMIC TYPE B OR TYPE C FIRE DAMPER WITH DUCT ACCESS DOOR. COORDINATE DAMPER RATING WITH ARCHITECTURAL WALL SCHEDULE.
	MD	CLASS 1 MOTORIZED DAMPER. REFER TO ELECTRICAL PLANS FOR POWER REQUIREMENTS.
	BD	LOCKING MANUAL OPPOSED BLADE BALANCING DAMPER
		MITERED ELBOW WITH TURNING VANES.
		MITERED ELBOW WITHOUT TURNING VANES AND WITH LINER.
		RADIUS DUCT ELBOW. RADIUS ELBOWS SHALL BE 1.5W/1.5D ELBOWS UNLESS OTHERWISE NOTED.
		GORED ELBOW (OVAL DUCT)
		FLEXIBLE DUCT
		DIFFUSER TAG
		EQUIPMENT TAG
		NEW MECHANICAL EQUIPMENT, REFER TO SCHEDULES
		DEMOLITION WORK
		EXISTING CONDITIONS
		NEW CONSTRUCTION
		TEMPORARY WORK
		CONNECT TO EXISTING
		LIMIT OF DEMOLITION
	T	THERMOSTAT/TEMPERATURE SENSOR
	H	HUMIDISTAT/HUMIDITY SENSOR
	SD	DUCT SMOKE DETECTOR (COORDINATE WITH ELECTRICAL CONTRACTOR)
	CO2	CARBON DIOXIDE SENSOR
	CO	CARBON MONOXIDE SENSOR
	DP	DIFFERENTIAL PRESSURE SENSOR
	SP	STATIC PRESSURE SENSOR

MECHANICAL SPECIFICATIONS

SCOPE OF WORK

1. THE WORK INCLUDED UNDER THIS SECTION CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR, AND THE PERFORMING OF ALL DRAWINGS TO BE PERFORMED BY OTHERS, FOR THE INSTALLATION OF ALL HEATING AND COOLING EQUIPMENT, PIPING AND ALL DUCTWORK, GRILLES, REGISTERS, ETC., INCLUDING ALL CONNECTIONS TO EACH SYSTEM AS SPECIFIED HEREIN AND SHOWN ON THE DRAWINGS. IT SHALL FURTHER INCLUDE FURNISHING AND INSTALLING ALL MISCELLANEOUS ITEMS REQUIRED FOR THE OPERATION OF THE SYSTEM, WHETHER SPECIFICALLY CALLED OUT OR NOT.

EXISTING CONDITIONS

1. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF ALL UTILITIES PRIOR TO BID. THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE WORK THEY MUST PERFORM, IN ADDITION TO WHAT IS SHOWN HEREIN, AND INCLUDE IN THEIR BID AN AMOUNT TO DO SUCH WORK.

COORDINATION

1. ALL CONTRACTS SHALL BE RESPONSIBLE FOR COORDINATING WORK WITH OTHER TRADES AFFECTED BY EACH OTHERS WORK.
 2. ANY DISCREPANCIES ON THIS PROJECT SHALL BE IN WRITTEN FORM AS AN RFI WITH PROPOSED SOLUTION TO THE ARCHITECT PRIOR TO ANY WORK. IF CONTRACTOR PROCEEDS PRIOR TO WRITTEN AUTHORIZATION, THE CONTRACTOR WILL TAKE FULL RESPONSIBILITY FOR THE CHANGES.
 3. ALL SUBMITTALS, RFIS, AND SHOP DRAWINGS FOR APPROVAL BY ENGINEER SHALL BE SUBMITTED IN A TIMELY MANNER. ENGINEER SHALL HAVE 10 BUSINESS DAYS TO RESPOND TO ANY AND ALL SUBMISSIONS UNLESS AN EXPEDITED RESPONSE IS APPROVED BY ENGINEER.

CODES AND PERMITS

1. ALL MATERIALS, EQUIPMENT AND INSTALLATION MUST COMPLY WITH ALL APPLICABLE LAWS, CODES, RULES AND REGULATIONS, REQUIRED BY CITY, COUNTY AND STATE, AS WELL AS FEDERAL REQUIREMENTS.
 2. PERMITS: OBTAIN AND PAY FOR ALL REQUIRED PERMITS, LICENSES AND FEES.
 3. INSPECTIONS: FURNISH ARCHITECT WITH CERTIFICATE OF INSPECTION AND APPROVAL BY LOCAL AUTHORITIES PRIOR TO FINAL ACCEPTANCE OF THE PROJECT BY THE ARCHITECT. ALL WORK MUST BE INSPECTED.

PRODUCTS

1. ALL PRODUCTS SHALL BE NEW AND UNUSED OF ESTABLISHED AND REPUTABLE MANUFACTURERS. ITEMS OF EQUIPMENT USED FOR THE SAME PURPOSE SHALL BE OF THE SAME MANUFACTURER.
 2. SYSTEMS SHALL BE COMPLETE AND OPERABLE. ANY ACCESSORIES REQUIRED FOR THE OPERATION OF THE SYSTEM SHALL BE INCLUDED AS REQUIRED FOR THE OPERATION OF THE SYSTEM SHALL BE INCLUDED AS THOUGH SPECIFICALLY INDICATED TO BE PROVIDED. SUCH ACCESSORIES WOULD INCLUDE FILTERS, CONDENSATE DRAINS, RELIEF VALVES, SERVICE VALVES, THERMOSTATS, VIBRATION INSULATORS, ETC. MOTOR STARTERS FOR PREWIRED EQUIPMENT (AND OTHER PROTECTION AND CONTROL DEVICES) ARE ALSO INCLUDED IN THIS SPECIFICATION. SPECIFIC REFERENCE TO A MANUFACTURER'S PRODUCT IS ONLY TO ESTABLISH TYPE, QUALITY, AND PERFORMANCE REQUIRED. THESE QUALIFICATIONS ARE IN ADDITION TO THE REQUIREMENTS SHOWN ON THE DRAWINGS AND HEREIN THESE SPECIFICATIONS. LISTING OF ALTERNATE EQUIPMENT MANUFACTURERS SHALL NOT BE CONSTRUED AS AN UNCONDITIONAL APPROVAL OF THE PRODUCTS OF THOSE MANUFACTURERS.
 3. ALL EQUIPMENT LISTED IN THE CONTRACT DOCUMENTS SCHEDULES SHALL BE PROVIDED WITH A MANUFACTURER START-UP OR PRECERTIFIED MANUFACTURER REPRESENTATIVE START-UP.

SUPPORTS

1. ALL PIPE AND EQUIPMENT HANGERS AND SUPPORTS INCLUDING CLAMPS, HANGER-ROD ATTACHMENTS, SADDLES AND SHIELDS, SPRING HANGERS, PIPE ALIGNMENT GUIDES AND ANCHORS SHALL COMPLY WITH MSS SP-58. PROVIDE SUPPORTS AT SPACINGS AS REQUIRED BY CURRENT MECHANICAL CODE SECTION 305.4.

SUBSTITUTIONS

1. SUBSTITUTIONS OF MATERIALS OR PRODUCTS SHOWN HEREIN SHALL BE AT THE OWNER'S, ARCHITECTS, OR ENGINEER'S WRITTEN APPROVAL ONLY WITH COPIES OF APPROVAL SENT TO THE PROJECT FILE. ANY DEVIATION FROM THESE DRAWINGS WILL NOT BE ALLOWED.
 2. ANY FIELD CHANGES BY THE CONTRACTOR FOR WHICH THE LOCAL AUTHORITY REQUIRES A SEALED LETTER AND/OR DRAWING BY THE ENGINEER SHALL RESULT IN A COST TO THE CONTRACTOR. THE FEE FOR THESE CHANGES SHALL BE PAYABLE UPON DELIVERY OF THE LETTER/DRAWING AND UNLESS THE CHANGE WAS INSTITUTED BY THE OWNER, THE CONTRACTOR SHALL NOT CHARGE THE OWNER THIS FEE.
 3. FEE FOR THE ABOVE NOTED LETTER/DRAWING SHALL BE \$250. - PER ITEM
 4. ANY DEVIATIONS FROM THESE PLANS (FOR ANY REASON INCLUDING ACTUAL FIELD CONDITIONS) WITH OUT PRIOR WRITTEN APPROVAL SHALL BE THE COMPLETE RESPONSIBILITY OF THE INSTALLING CONTRACTOR.

DUCTWORK

1. ALL DUCTWORK AND PLENUMS SHALL BE GALVANIZED SHEET METAL. FABRICATE AND INSTALL ALL DUCTWORK IN STRICT CONFORMANCE WITH THE LATEST SMACNA MANUAL, AND I.M.C. FOR LOW VELOCITY DUCT CONSTRUCTION STANDARDS.
 2. PROVIDE SPIRAL DUCTWORK WHERE INDICATED ON PLANS. FINISH TO BE DETERMINED BY ARCHITECT. ELBOWS AND FITTINGS SHALL BE PRE-MANUFACTURED CONSTRUCTION WITH WELDED SEAM, STANDING SEAM, OR GORED FITTING.
 3. EACH DUCT SYSTEM SHALL BE COMPLETE WITH ALL REQUIRED DUCTWORK FITTINGS, TURNING VANES, SPLITTER DAMPERS AND SUPPORTS, AND EXTRACTORS AT ALL RIGHT ANGLE TAKEOFFS AND TEES.
 4. DUCTWORK SHALL BE GALVANIZED, PRIME-GRADE, LOCK-FORMING QUALITY STEEL (LFG) HAVING A GALVANIZED COATING OF 1-3/4" OUNCES TO TOTAL FOR BOTH SIDES OF ONE SQUARE FOOT OF A SHEET.
 5. CROSSBREAK ALL SIDES OF ALL DUCTS. DUCTWORK SHALL BE INSTALLED WITH NO OBJECTIONABLE NOISE, AND CONTRACTOR SHALL PROVIDE ANY ADDITIONAL STIFFENERS REQUIRED.
 6. ALL LONGITUDINAL SEAMS SHALL BE PITTSBURGH LOCK SEAM, HAMMERED FLAT, WITH ALL TRANSVERSE JOINTS TAPED WITH 8 OZ. CANVASS AND SEALED WITH ARABOL, AIR TIGHT.
 7. PROVIDE DOUBLE THICKNESS, FACTORY FABRICATED GALVANIZED SHEET STEEL TURNING VANES WITH AIRFOIL CONTOUR IN ALL RIGHT ANGLE ELBOWS, TEES, AND ELBOWS WITH RADIUS LESS THE 1-1/2 TIMES THE WIDTH OF THE DUCT.
 8. ALL ROUND DUCT BRANCH TAKEOFFS SHALL BE PROVIDED WITH SPIN-IN WITH AIRSCOOP AND BALANCING DAMPER.
 9. DUCT SIZES SHOWN ON THE DRAWINGS ARE TO THE INSIDE OF ACOUSTICAL LININGS. INCREASE SIZES OF DUCTS AS REQUIRED TO ACCOMMODATE ACOUSTICAL INSULATION.
 10. DUCTWORK SHALL CONFORM TO DIMENSIONS ON THE DRAWINGS, UNLESS LOCATION OF STRUCTURAL MEMBERS PROHIBITED. INCASE OF CHANGE IN DIMENSIONS, CROSS SECTIONAL AREAS SHALL BE MAINTAINED.
 11. ALL DUCTS SHALL BE SUBSTANTIALLY SUPPORTED WITH HANGERS TO THE STRUCTURE OR OTHERWISE DEPENDING ON LOCATION CONDITIONS, PLACING SUPPORTS NOT OVER 8 FEET APART ALONG THE LENGTH OF THE DUCT. HANGERS SHALL CONFORM TO ALL SMACNA REQUIREMENTS.
 12. FLEXIBLE ROUND DUCTS TO OUTLETS SHALL BE THERMAFLEX TYPE MKE, A MAXIMUM LENGTH OF 6'-0" LONG (ONLY WHERE INDICATED ON THE DRAWINGS).
 13. ALL FACTORY-MADE DUCTS MUST BE CLASS 0 OR 1 AS APPROVED BY THE INTERNATIONAL MECHANICAL CODE.

ACOUSTICAL INSULATION

1. ALL SHEET METAL DUCT AS FOLLOWS:
 A. SUPPLY AND RETURN DUCTS 15'-0" FROM UNITS MINIMUM.
 2. SCOPE AND THICKNESS:
 A. ALL SHEET METAL SUPPLY, RETURN AND PLENUMS, RETURN DUCTWORK - 1/2" ACOUSTICAL LINER.
 B. MATERIAL: MINIMUM 1-1/2 LB. NEOPRENE OR HEAVY DENSITY COATED FIBER-FREE DUCT LINER SUITABLE FOR VELOCITIES UP TO 4,000 FPM COMPLYING WITH NFPA 90A.
 C. APPLICATION: COATED DUCT LINER SHALL BE CUT TO ASSURE OVERLAPPED AND COMPRESSED LONGITUDINAL CORNER JOINTS. APPLY LINER WITH COATED SURFACE FACING THE AIR STREAM AND ADHERED WITH 100% COVERAGE FIRE RETARDANT ADHESIVE. COAT ALL EXPOSED LEADING EDGES AND ALL TRANSVERSE JOINTS WITH FIRE RETARDANT ADHESIVE. THE LINER SHALL BE ADDITIONALLY SECURED WITH MECHANICAL FASTENERS WHICH SHALL COMPRESS THE DUCT LINER SUFFICIENTLY TO HOLD IT FIRMLY IN PLACE AS FOLLOWS:
 D. INSTALLATION FOR VELOCITIES TO 2,000 FPM: FASTENERS SHALL START WITHIN 3" OF THE UPSTREAM TRANSVERSE EDGES OF THE LINER AND 3" FROM THE LONGITUDINAL JOINTS AND SHALL BE SPACED AT A MAXIMUM OF 12" O.C. AROUND THE PERIMETER OF THE DUCT, EXCEPT THAT THEY MAY BE A MAXIMUM OF 12" FROM A CORNER BREAK. ELSEWHERE, THEY SHALL BE A MAXIMUM OF 18" O.C. EXCEPT THAT THEY SHALL BE PLACED NOT MORE THAN 6'-0" FROM A LONGITUDINAL JOINT OF THE LINER NOR 12" FROM A CORNER BREAK. COAT ALL EXPOSED JOINTS AND EDGES OF TRANSVERSE JOINTS WITH A FIRE RETARDANT ADHESIVE.

THERMAL INSULATION

1. GENERAL: ALL INSULATION, MATERIAL, COVERINGS, ADHESIVE, VAPOR-BARRIERS AND TAPES SHALL CONFORM TO NFPA 90A FLAME SPREAD CLASSIFICATION NOT TO EXCEED 25 AND SMOKE DEVELOPMENT, NOT TO EXCEED 50.
 2. ALL RECTANGULAR DUCTS AND ROUND DUCTS SHALL BE INSULATED WITH 1.5" THICK 0.75 LB. DENSITY FIBERGLASS BLANKET WITH FRK (FOIL REINFORCED KRAFT) VAPOR BARRIER FACING. INSULATION SHALL HAVE A CONDUCTIVITY NOT TO EXCEED 0.27 BTU PER INCH PER SQUARE FOOT PER DEGREE FAHRENHEIT PER HOUR AT 75 DEGREE FAHRENHEIT MEAN TEMPERATURE.
 3. INSULATION SHALL BE WRAPPED TIGHTLY ON THE DUCTWORK WITH ALL CIRCUMFERENTIAL JOINTS BUTTED AND LONGITUDINAL JOINTS OVERLAPPED A MINIMUM OF 2". ADHERE INSULATION TO METAL ON THE BOTTOM OF RECTANGULAR DUCTWORK OVER 24" WIDE WITH 4" STRIP OF INSULATION BONDING ADHESIVE, BENJAMIN FOSTER 85-15, OR EQUAL, AND ADDITIONALLY SECURE INSULATION WITH MECHANICAL FASTENERS AT NOT MORE THAN 18" O/C AND TAPED WITH MINIMUM 3" WIDE FOIL REINFORCED KRAFT TAPE. ALL PIN PENETRATIONS OR PUNCTURES IN FACING SHALL ALSO BE TAPED. VERTICAL DUCTS SHALL HAVE INSULATION ADEQUATELY SECURED TO PREVENT SLIPPING.
 4. EXHAUST DUCTS SHALL NOT BE INSULATED.
 5. OUTDOOR DUCTWORK SHALL BE INSULATED INTERNALLY WITH 2" DUCTLINER. INSTALL PER MANUFACTURERS INSTRUCTIONS. ALL OUTDOOR DUCTWORK JOINTS SHALL BE SEALED WITH SILICONE SEALANT AND MADE COMPLETELY WEATHERTIGHT AND LEAK PROOF.
 A. SUPPLY AIR DUCTS SHALL BE INSULATED TO R-6.

GRILLES, REGISTERS AND DIFFUSERS

1. FURNISH AND INSTALL ALL GRILLES, REGISTERS, CEILING DIFFUSERS AND DOOR GRILLES WHERE INDICATED. THEY SHALL BE OF SIZE AND MODEL CALLED FOR ON THE DRAWINGS.
 2. ALL GRILLES, REGISTERS, AND CEILING DIFFUSERS MUST BE SET FLUSH AND TRUE TO WALL OR CEILING TO PREVENT AIR LEAKAGE AROUND EDGES. ALL UNITS SHALL BE PROVIDED WITH NEOPRENE GASKETING AROUND THE INSIDE OF THE FRAME.
 3. ALL UNITS SHALL BE FACTORY FINISHED, OF COLOR SELECTED BY THE ARCHITECT, OR AS OTHERWISE INDICATED.
 4. PAINT ALL DUCTWORK, TURNING VANES, INSULATION, ETC. THAT IS VISIBLE THROUGH GRILLES, REGISTERS, OR CEILING DIFFUSERS FLAT BLACK.

FINAL TESTS AND REPORTS

1. BEFORE ACCEPTANCE AND FINAL PAYMENT, A COMPLETE CERTIFIED TEST AND BALANCE SHALL BE PERFORMED. THE TEST AND BALANCE SHALL BE IN ACCORDANCE WITH AABC OR NEBB AND SHALL BE PERFORMED BY AND AABC OR NEBB CERTIFIED CONTRACTOR. THE TEST AND BALANCE SHALL INCLUDE ALL COMPONENTS OF THE MECHANICAL SYSTEM INCLUDING AIR DISTRIBUTION, HYDRONIC SYSTEMS, ALL EQUIPMENT, ETC. THREE COPIES OF THE FINAL REPORT (IN THE FORMAT OF AABC OR NEBB) SHALL BE SUBMITTED TO THE ARCHITECT FOR FINAL APPROVAL BY THE RESPONSIBLE ENGINEER. THE COSTS FOR THE TESTING OUTLINED IN THIS SECTION OF THE SPECIFICATION SHALL BE THE SOLE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR. ANY DECISION TO EXCLUDE THIS FROM THE BID SHALL BE SUBMITTED IN WRITING TO THE ARCHITECT PRIOR TO BID.
 2. TEST AND BALANCE CONTRACTOR SHALL MEASURE PRESSURE DIFFERENTIAL BETWEEN LARGEST INTERIOR SPACE AND OUTDOORS AND CONFIRM POSITIVE PRESSURE BETWEEN 0.01-0.08" W.C. NOTIFY ENGINEER IF ANY DISCREPANCY.
 3. TEST AND BALANCE CONTRACTOR SHALL INCLUDE AN ADDITIONAL VISIT FOR FINAL SYSTEM ADJUSTMENTS AFTER ENGINEER'S REVIEW OF INITIAL TEST AND BALANCE REPORT. ADDITIONAL VISIT SHALL ALSO BE INCLUDED IN THE WARRANTY PERIOD OF THE PROJECT.
 4. PROVIDE A COPY OF THE FINAL TEST AND BALANCE REPORT TO INSPECTOR PRIOR TO FINAL INSPECTION.
 5. MANUFACTURER OR PRE-CERTIFIED MANUFACTURER REPRESENTATIVE START-UP PROCEDURE AND REPORT OF ALL FUNCTIONS OPERATIONAL. REPORT AND DOCUMENTATION SHALL BE PROVIDED TO OWNER AND ENGINEER PRIOR TO COO AND FINAL PAYMENT.

GUARANTEE

1. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS, EQUIPMENT AND WORKMANSHIP FROM DEFECT OF WORKMANSHIP, AND SHALL REPLACE OR REPAIR WITHOUT ADDITIONAL COST TO THE OWNER ALL DEFECTIVE MATERIAL AND WORKMANSHIP, FOR A PERIOD OF ONE (1) YEAR AFTER COMPLETION AND ACCEPTANCE.

MECHANICAL SHEET INDEX			
Sheet Number	Sheet Name	Revisions	
		Latest Rev	Date
09 - MECHANICAL			
M001	MECHANICAL SPECIFICATIONS & LEGEND		
M101	MECHANICAL PLAN		



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NO	REVISIONS	DATE

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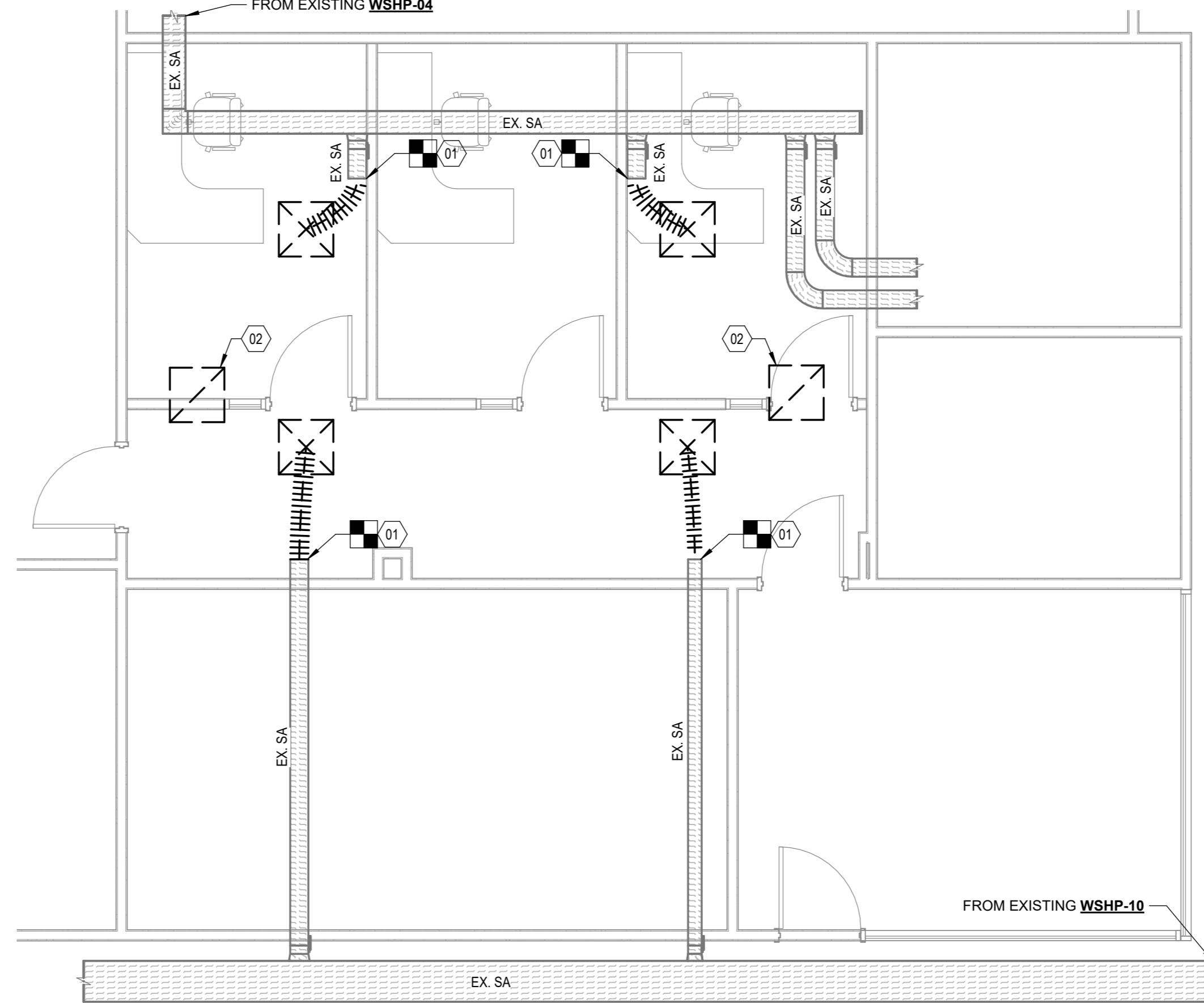
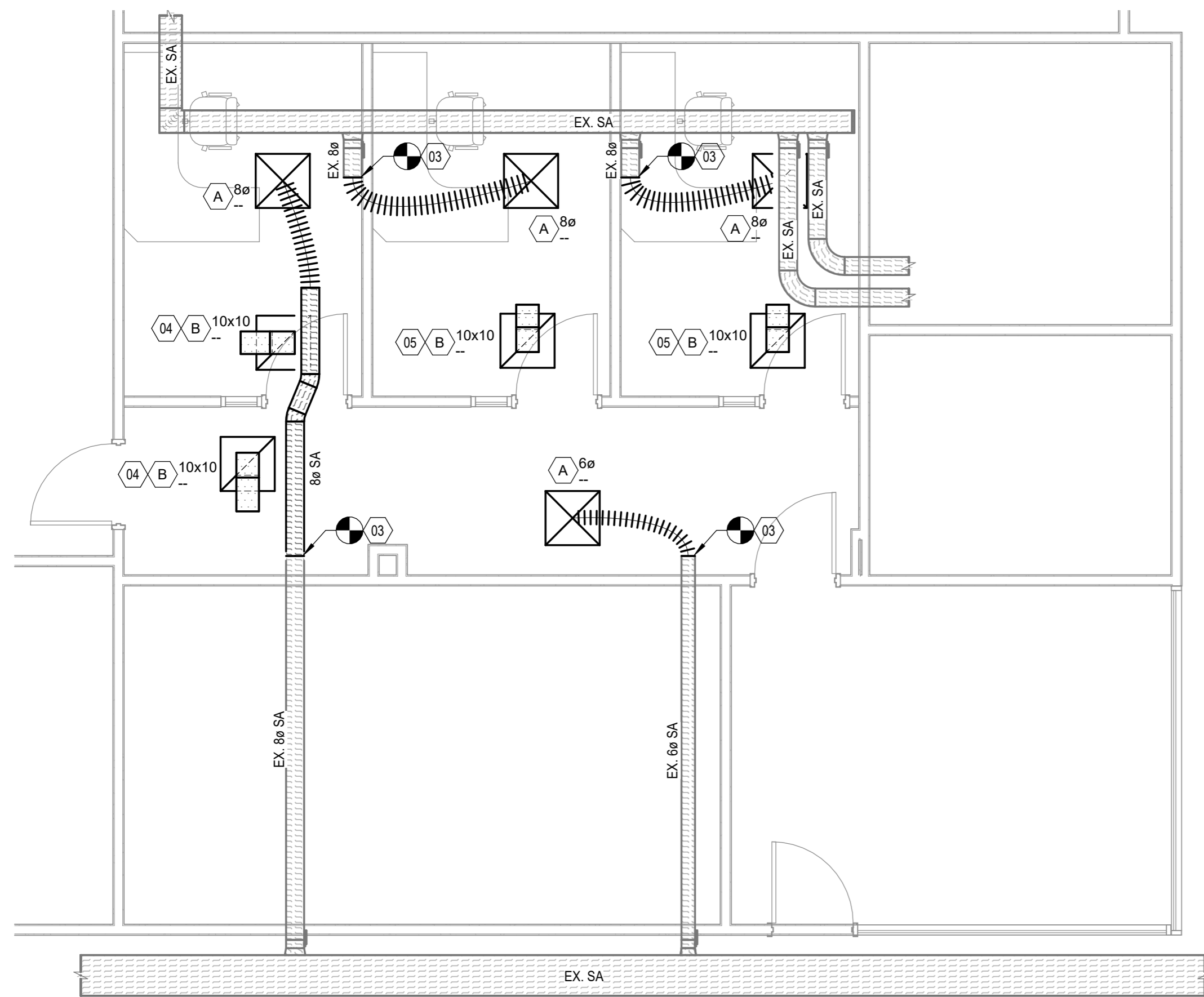
PROJECT NO.
 25-0262.001

MECHANICAL
 SPECIFICATIONS &
 LEGEND

peak systems engineering
 200 MACKENAN DR.
 SUITE 100
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 LICENSE NO: P-3273
 PROJECT NO: 26P047

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M001



KEYED NOTES

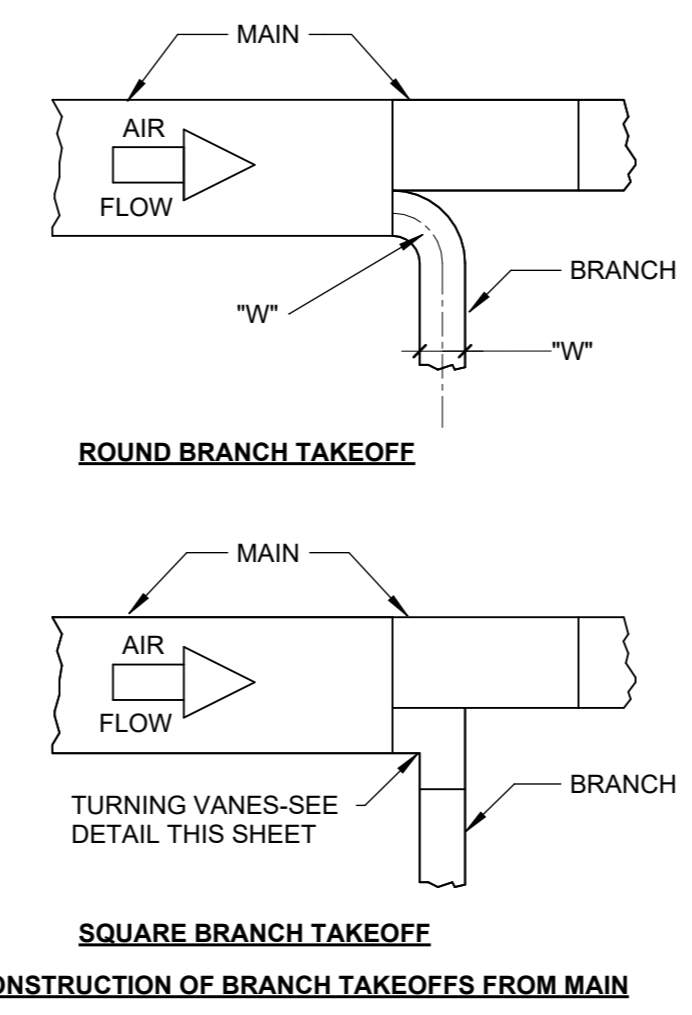
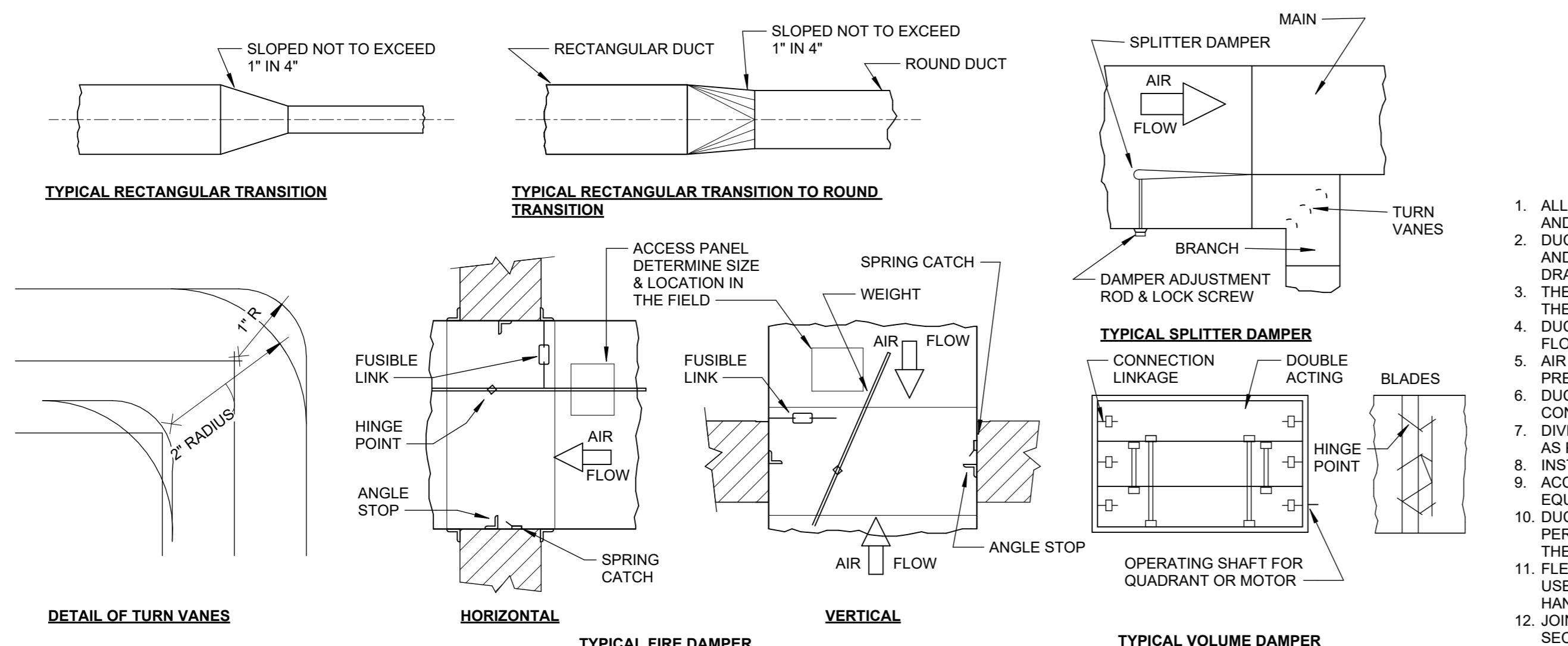
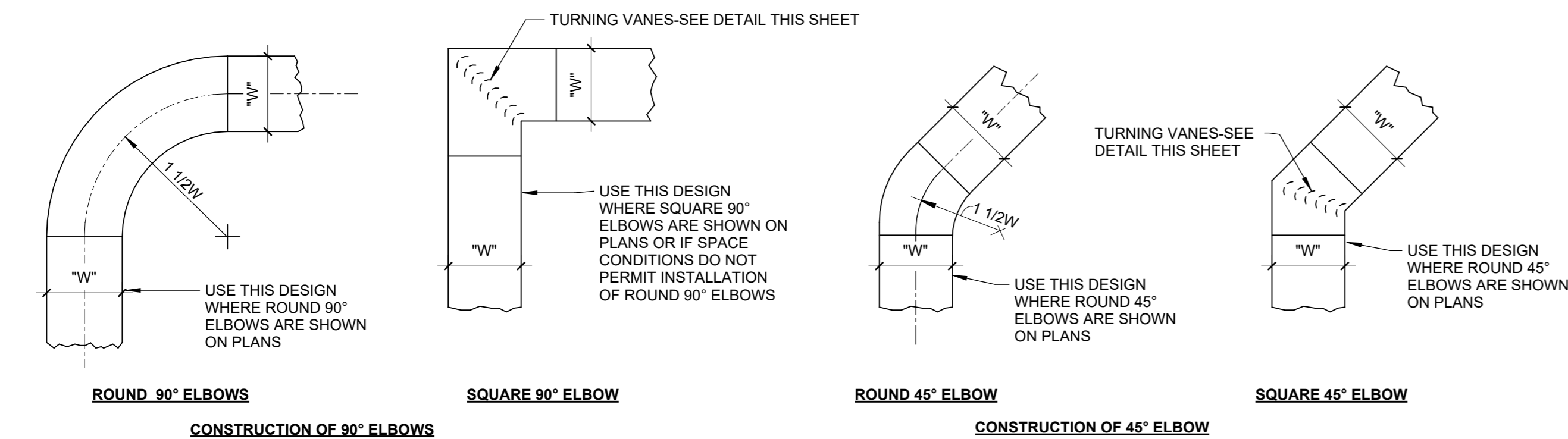
- 01 RELOCATE EXISTING SUPPLY DIFFUSER. REPLACE EXISTING FLEX DUCT BACK TO POINT INDICATED.
- 02 RELOCATE EXISTING RETURN GRILLE.
- 03 RELOCATE EXISTING SUPPLY DIFFUSER. CONNECT WITH NEW FLEX DUCT TO EXISTING DUCT BRANCH. DO NOT REBALANCE SUPPLY VOLUME DAMPER.
- 04 RELOCATE EXISTING RETURN GRILLE. PROVIDE LINED RETURN AIR BOOT.
- 05 PROVIDE NEW RETURN GRILLE. PROVIDE LINED RETURN AIR BOOT.

GENERAL SHEET NOTES

- A. PROVIDE BALANCING DAMPERS ON ALL BRANCH RUNOUTS TO DIFFUSERS.
- B. RUNOUTS AND FLEX DUCTS SHALL BE SIZED TO MATCH DIFFUSER NECK SIZE.
- C. SUITE IS PLENUM RETURN. ALL MATERIALS LOCATED ABOVE CEILING OR IN OPEN CEILING SPACES SHALL BE NON-COMBUSTIBLE PLENUM RATED.

2 MECHANICAL PLAN
M101 1/4" = 1'-0"

1 MECHANICAL DEMOLITION PLAN
M101 1/4" = 1'-0"

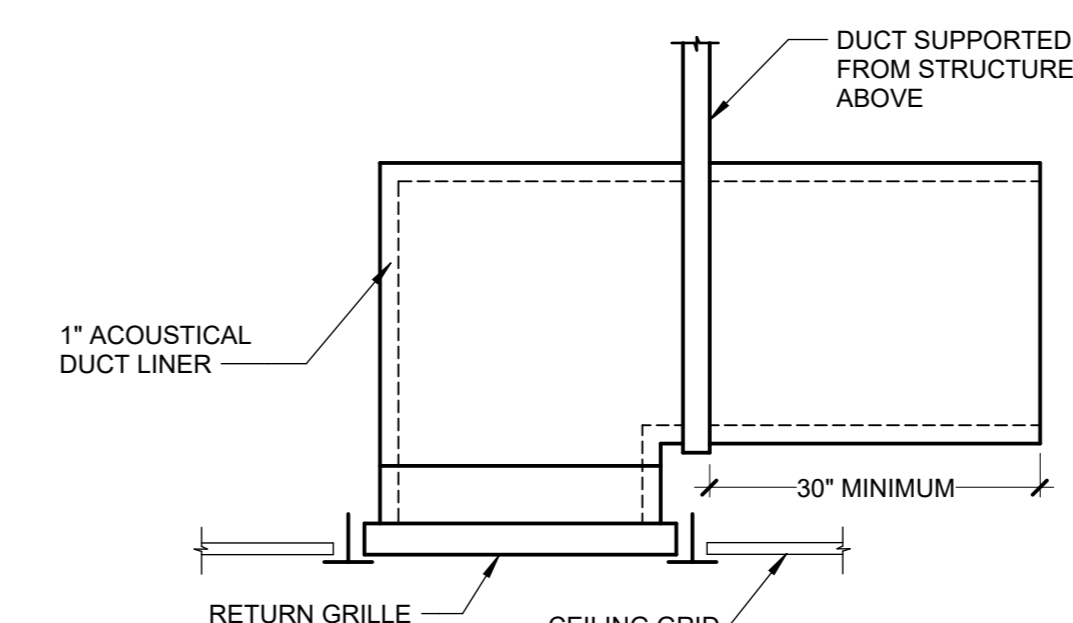


- INSTALLATION NOTES**
1. ALL DUCTS SHALL BE CONSTRUCTED AND ERECTED IN A NEAT AND WORKMANLIKE MANNER.
 2. DUCTS SHALL BE CONSTRUCTED OF THE WEIGHTS, GAGES AND MATERIAL SHOWN IN THE SCHEDULE ON THESE DRAWINGS.
 3. THE DIMENSION SHOWN FOR ALL DUCTS SHOWN IN PLAN GIVE THE WIDTH FIRST AND THEN THE HEIGHT.
 4. DUCT RISERS SHOULD BE SUPPORTED BY ANGLES AT EVERY FLOOR.
 5. AIR TURN SHALL BE INSTALLED IN ALL ABRUPT ELBOWS TO PREVENT TURBULENCE.
 6. DUCTS SHALL BE SECURELY ATTACHED TO THE BUILDING CONSTRUCTION IN AN APPROVED MANNER.
 7. DIVERGING TRANSITION PIECES SHALL BE MADE AS GRADUAL AS POSSIBLE.
 8. INSTALL FIRE DAMPERS IN ACCORDANCE WITH UL 555.
 9. ACCESS PANELS SHOULD BE PLACED BEFORE AND/OR AFTER EQUIPMENT INSTALLED IN THE DUCT.
 10. DUCT AREA SHOULD NOT BE DECREASED MORE THAN 10 PERCENT WHEN OBSTRUCTIONS CANNOT BE AVOIDED, AND THEN A STREAMLINED FITTING SHOULD BE USED.
 11. FLEXIBLE FABRIC CONNECTIONS (OR EQUAL) SHOULD BE USED ON BOTH INLETS AND OUTLETS OF ALL FANS AND AIR HANDLING UNITS.
 12. JOINTS AND SEAMS OF SUPPLY DUCTS SHALL BE FASTENED SECURELY AND MADE AIR TIGHT.

DIFFUSERS, REGISTERS, & GRILLES SCHEDULE

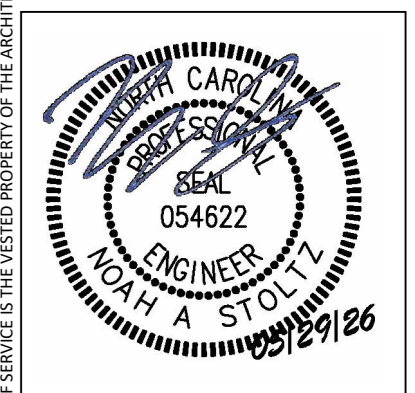
EQ. TYPE	MANUFACTURER	MODEL	SERVICE / DAMPER	MOUNTING	FACE TYPE	CONSTRUCTION			
						FACE SIZE	MATERIAL	COLOR	DAMPER
A	PRICE	ASCD	SUPPLY	CEILING	SQUARE CONE	24"x24"	ALUMINUM	WHITE	TAKEOFF
B	PRICE	APDDR	RETURN	CEILING	PERFORATED FACE	24"x24"	ALUMINUM	WHITE	-

- GENERAL NOTES:**
- A. PRE-APPROVED EQUALS BY TITUS, TUTTLE AND BAILEY, KRUEGER, OR METALAIR.
 - B. COORDINATE FRAME AND STYLE FOR CEILING TYPE.
 - C. SUBMIT DIFFUSER BORDER, COLOR AND FINISH TO ARCHITECT FOR APPROVAL.
 - D. PROVIDE ALL SUPPLY DIFFUSERS WITH INSULATED BACK-PAN TO PREVENT CONDENSATION.
 - E. SUPPLY DIFFUSER MODULES ARE SCHEDULED FOR REFERENCE. REUSE EXISTING DIFFUSERS WHERE POSSIBLE.



4 RETURN GRILLE DETAIL
M101 NOT TO SCALE

3 LOW VELOCITY LAYOUT DETAIL
M101 NOT TO SCALE



NO	REVISIONS	DATE

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25-0262.001
MECHANICAL PLAN

peak systems engineering
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CARY, NC 27511
LICENSE NO: P-3273
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ABBREVIATIONS

NOTE: ALL MAY NOT BE USED.

A	AMPERES	L	LOCKING
AC	ALTERNATING CURRENT OR ABOVE COUNTER	LCP	LIGHTING CONTROL PANEL
A/E	ARCHITECT/ENGINEER	LV	LOW VOLTAGE
AF	AMPERE FRAME	MATV	MASTER ANTENNA TELEVISION
AFB	ABOVE FINISHED FLOOR	MC	MECHANICAL CONTRACTOR
AFG	ABOVE FINISHED GRADE	MCB	MAIN CIRCUIT BREAKER
AHJ	AUTHORITY HAVING JURISDICTION	MCC	MOTOR CONTROL CENTER
AHU	AIR HANDLING UNIT	MDP	MAIN DISTRIBUTION PANEL
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTES, INC.	MDS	MAIN DISTRIBUTION SWITCHBOARD
AT	AMPERE TRIP	MLO	MAIN LUGS ONLY
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	MH	MANHOLE
ATS	AUTOMATIC TRANSFER SWITCH	MSP	MOTOR STARTER PANEL
AWG	AMERICAN WIRE GAUGE	MT	MOUNT
BAS	BUILDING AUTOMATION SYSTEM	MTS	MANUAL TRANSFER SWITCH
BC	BARE COPPER	MHT	MOUNTING HEIGHT
BPS	BOLTED PRESSURE SWITCH	MV	MEDIUM VOLTAGE
C	CONDUIT	MW	MICROWAVE
CB	CIRCUIT BREAKER	N	NEUTRAL
CBM	CERTIFIED BALLAST MANUFACTURERS ASSOCIATION	NC	NORMALLY CLOSED
CATV	COMMUNITY ANTENNA TELEVISION	NEC	NATIONAL ELECTRICAL CODE
CCTV	CLOSED CIRCUIT TELEVISION	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
cd	CANDELA RATING	NIC	NOT IN CONTRACT
CFL	COMPACT FLUORESCENT	NF	NON FUSED
CKT	CIRCUIT	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
CLG	CEILING	NL	NIGHT LIGHT
CT	CURRENT TRANSFORMER	NO	NORMALLY OPEN
CU	COPPER	NTS	NOT TO SCALE
DB	DIRECT BURIAL	PA	PUBLIC ADDRESS
dB	DECIBEL LEVEL	PB	PULL BOX
DC	DIRECT CURRENT	PH	PHASE
DISP	GARBAGE DISPOSAL	P	POLE
DN	DOWN	PNL	PANELBOARD
DWG	DRAWING	PT	POTENTIAL TRANSFORMER
E.C.	ELECTRICAL CONTRACTOR	PWR	POWER
EC	EMPTY CONDUIT	Q	QUARTS RESTRIKE LAMP
EF	EXHAUST FAN	R	RACEWAY
EG	EQUIPMENT GROUND	REC	RECEPTACLE
ELBU	EMERGENCY LIGHTING BATTERY UNIT	RECEPT	REFRIGERATOR
EM	EMERGENCY	REF	RELOCATE EXISTING
EMR	EQUIPMENT MANUFACTURER REQUIREMENT	RL	ROOM
EMT	ELECTRIC METALLIC TUBING	RM	RIGID METAL CONDUIT
ETR	EXISTING TO REMAIN	RS	RAPID START
EUH	ELECTRIC UNIT HEATER	RV	REMOVE EXISTING
EWC	ELECTRIC WATER COOLER	SA	SURGE ARRESTOR
EX	EXISTING	SN	SOLID NEUTRAL
F	FUSE	SPD	SURGE PROTECTION DEVICE
FA	FIRE ALARM	SS	SAFETY SWITCH
FAA	FIRE ALARM ANNUNCIATOR PANEL	SW	SWITCH
FAAP	FIRE ALARM ANNUNCIATOR PANEL	SWBD	SWITCHBOARD
FABP	FIRE ALARM BOOSTER PANEL	SWGR	SWITCHGEAR
FACP	FIRE ALARM CONTROL PANEL	TGB	MAIN TELECOM GROUND BAR
FCU	FAN COIL UNIT	TTC	TELEPHONE TERMINAL BOARD
FDAS	FIRE DETECTION ALARM SYSTEM	TTT	TELEPHONE TERMINAL CABINET
FLUOR	FLUORESCENT	TEL	TELEPHONE
FPVAV	FAN POWERED VARIABLE AIR VOLUME BOX	TV	TELEVISION
FPN	FUSE PER NAMEPLATE	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
GC	GENERAL CONTRACTOR	TYP	TYPICAL
GF, GFI	GROUND FAULT CIRCUIT INTERRUPTER	UC	UNDER COUNTER
GFP	GROUND FAULT PROTECTION	UH	UNIT HEATER
GFR	GROUND FAULT RELAY	UL	UNDERWRITERS' LABORATORIES, INC.
G, GND	GROUND	UCN	UNLESS OTHERWISE NOTED
HH	HANDHOLE	UPS	UNINTERRUPTIBLE POWER SUPPLY
HOA	HAND OFF AUTOMATIC	V	VOLTS
HP	HORSEPOWER	VP	VAPOR PROOF
HZ	HERTZ	VAV	VARIABLE AIR VOLUME BOX
IG	ISOLATED GROUND	VFC	VARIABLE FREQUENCY CONTROLLER
IMC	INTERMEDIATE METAL CONDUIT	VFD	VARIABLE FREQUENCY DRIVE
JB	JUNCTION BOX	W	WIRE, WATTS
KCMIL	THOUSAND CIRCULAR MILS	WAP	WIRELESS ACCESS POINT
KW	KILOWATT	WH	WATER HEATER
KV	KILO VOLT	WP	WEATHERPROOF
KVA	KILO VOLT-AMPERE	XFMR	TRANSFORMER

SYMBOLS - ELECTRICAL

NOTE: ALL MAY NOT BE USED.

	CONDUIT TURNED UP		
	CONDUIT TURNED DOWN		
	JUNCTION BOX, CEILING-MOUNTED AND WALL-MOUNTED RESPECTIVELY, SIZED PER NEC		
	DEVICE BOX WITH BLANK FACEPLATE		
	HOMERUN TO PANELBOARD - NUMBER OF ARROWS INDICATES NUMBER OF CIRCUITS		
	DRY-TYPE DISTRIBUTION TRANSFORMER; FLOOR MTD or TRAPEZE / WALL HUNG AS INDICATED ON PLANS		
	208Y/120V PANELBOARD OR 240V PANELBOARD		
	480Y/277V PANELBOARD		
	SERVICE OR EQUIPMENT GROUND		
	SURGE PROTECTIVE DEVICE		
	DUPLEX RECEPTACLE, 20 AMP, 120V		
	DUPLEX RECEPTACLE MOUNTED HIGH, ABOVE COUNTER / BACKSPLASH OR AS INDICATED; SEE "MOUNTING HEIGHTS" THIS SHEET		
	QUADRUPLEX RECEPTACLE, 20 AMP, 120V		
	QUADRUPLEX RECEPTACLE MOUNTED HIGH, ABOVE COUNTER / BACKSPLASH OR AS INDICATED; SEE "MOUNTING HEIGHTS" THIS SHEET		
** TYPICAL SUBSCRIPTS FOR RECEPTACLES:			
D	= DEDICATED CIRCUIT	REF	= REFRIGERATOR
EWC	= ELECTRIC WATER COOLER	T	= TVSS
GFI	= GROUND FAULT INTERRUPTER TYPE	TP	= TAMPERPROOF
IG	= ISOLATED GROUND	USB	= DUPLEX WITH (1) USB-A AND (1) USB-C PORT
MW	= MICROWAVE	UC	= UNDERCOUNTER
WP	= WEATHERPROOF/WEATHER RESISTANT	WP	= WEATHERPROOF/WEATHER RESISTANT
	MOTOR CONNECTION - HP AS INDICATED		
	MOTOR STARTER OR CONTROLLER. SUBSCRIPT INDICATES NEMA MOTOR SIZE.		
	FUSED SAFETY SWITCH. SUBSCRIPT, IF USED, INDICATES AMPERAGE RATING / POLES / FUSE / SIZE / NEMA RATING		
	NON-FUSED SAFETY SWITCH. SUBSCRIPT IF USED, INDICATES AMPERAGE RATING / POLES / NEMA RATING		
	COMBINATION MOTOR STARTER. FUSE SIZE AS INDICATED ON DRAWINGS. SUBSCRIPT INDICATES NEMA MOTOR SIZE		
	CIRCUIT BREAKER MOUNTED IN ENCLOSURE. FLUSH-MOUNTED OR SURFACE-MOUNTED AS NOTED. SUBSCRIPT IF USED, INDICATES TRIP RATING / POLES, AIC RATING AS INDICATED ON DRAWINGS		
	MOTOR RATED, HEAVY DUTY TOGGLE SWITCH		
	COMBINATION TELEPHONE/DATA OUTLET. PROVIDE SINGLE-GANG BOX 18" AFF UON AND 1" C STUBBED OUT ABOVE ACCESSIBLE CEILING		
	SAME AS EXCEPT MOUNTED HIGH ABOVE COUNTER / BACKSPLASH, OR HEIGHT INDICATED; SEE "MOUNTING HEIGHTS" THIS SHEET		
** TYPICAL FOR ALL COMMUNICATIONS OUTLETS:			
TP	= TAMPERPROOF		
C	= CEILING MOUNTED		
	SUBSCRIPT, IF SHOWN, INDICATES # OF RJ-45 CONNECTIONS		

SYMBOLS - ELECTRICAL (CONTINUED)

NOTE: ALL MAY NOT BE USED.

	TYPICAL LUMINAIRE (NOT ALL SYMBOLS USED ARE SHOWN) • SUBSCRIPT INDICATES FIXTURE TYPE (SEE LIGHTING FIXTURE SCHEDULE) • HATCH, FIXTURE TYPE, OR SUBSCRIPT "EM" INDICATES FIXTURE PROVIDED WITH BATTERY BACKUP AS INDICATED ON DRAWINGS
	EMERGENCY BATTERY PACK UNIT
	COMBINATION EXIT/ EMERGENCY BATTERY PACK UNIT
	EXIT SIGN, SINGLE-FACED AND DOUBLE-FACED RESPECTIVELY. SHADED AREA REPRESENTS FACE. PROVIDE WITH ARROWS AS INDICATED
	CEILING MOUNTED OCCUPANCY SENSOR
	WALL-MOUNTED SINGLE POLE SWITCH WITH ON/OFF CONTROL
	WALL-MOUNTED OCCUPANCY SENSOR SWITCH WITH (1) BUTTON, ON/OFF
	WALL-MOUNTED OCCUPANCY SENSOR SWITCH WITH RAISE/LOWER DIMMING
	DIMMER SWITCH, ALL ON/ALL OFF/RAISE/LOWER
	THREE WAY SWITCH (LOWERCASE SUBSCRIPT, IF SHOWN, INDICATES FIXTURE CONTROLLED)

APPLICABLE CODES (NC)

LISTED BELOW ARE THE CURRENT ADOPTED CODES:

NFPA 70 – 2023; NATIONAL ELECTRICAL CODE
 NFPA 72 – 2013; NATIONAL FIRE ALARM AND SIGNALING CODE
 NFPA 101; NATIONAL LIFE SAFETY CODE – CURRENT EDITION
 IBC; INTERNATIONAL BUILDING CODE – CURRENT EDITION
 NORTH CAROLINA STATE BUILDING CODE – CURRENT EDITION
 NORTH CAROLINA ENERGY CONSERVATION CODE

ELECTRICAL EQUIPMENT SHALL COMPLY WITH ALL APPLICABLE NEMA, UL AND OTHER ACCEPTABLE 3RD PARTY TESTING AGENCY, IEEE, ANSI AND IEC STANDARDS.

ANY WORK WHICH DEVIATES FROM SUCH STANDARDS SHALL BE RECTIFIED TO THE SATISFACTION OF THE GOVERNING AUTHORITY. THE REQUIREMENTS OF GOVERNING AUTHORITIES SHALL SUPERSEDE THE DRAWINGS AND SPECIFICATIONS IN ALL CASES. THE ENGINEER SHALL BE NOTIFIED BY WRITTEN CHANGE ORDER BEFORE SUCH WORK IS STARTED. NON-FAMILIARITY WITH GOVERNING RULES AND REGULATIONS SHALL NOT BE CAUSE FOR AN EXTRA CHARGE IN THE EVENT THAT WORK MUST BE REPLACED FOR NONCOMPLIANCE.

SCOPE OF WORK

THIS SUMMARY IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO INCLUDE ALL SCOPE - SEE ALL DRAWINGS, DETAILS, RISERS, NOTES, SPECIFICATIONS INCLUDED IN THE PROJECT DOCUMENTS FOR REQUIREMENTS.

LOW-VOLTAGE SYSTEMS:
 SCOPE OF WORK FOR THIS PROJECT INCLUDES INFRASTRUCTURE ONLY (BACK BOXES, CONDUIT, PULL STRING, ETC) AS INDICATED IN THE DOCUMENTS. ANY REFERENCES TO CABLES, FACEPLATES, CONNECTIONS, ETC. ARE INCLUDED FOR REFERENCE ONLY. REFER TO SPECIAL SYSTEMS VENDOR'S DRAWINGS FOR COORDINATION PURPOSES.

FIRE ALARM: CONTRACTOR SHALL BE RESPONSIBLE TO HAVE A FIRE ALARM CONTRACTOR APPROVED BY THE AUTHORITY HAVING JURISDICTION PROVIDE FIRE ALARM DEVICES AND FIRE ALARM WIRING TO MEET NECESSARY CODE REQUIREMENTS. FIRE ALARM INSTALLER SHALL PREPARE NECESSARY DESIGN DOCUMENTS AND SUBMIT TO THE AUTHORITY HAVING JURISDICTION.

ELECTRICAL SHEET INDEX	
Sheet Number	Sheet Name
E000	ELECTRICAL COVERSHEET
E001	ELECTRICAL SPECIFICATIONS (A)
E002	ELECTRICAL SPECIFICATIONS (B)
E110	ELECTRICAL PLANS - DEMOLITION
E111	ELECTRICAL PLANS - NEW WORK
E200	PARTIAL POWER RISER DIAGRAM
FA000	FIRE ALARM COVERSHEET
FA110	FIRE ALARM PLANS - DEMO & NEW WORK

2018 Appendix B BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS

ELECTRICAL DESIGN & SUMMARY

Electrical Systems and Equipment

METHOD OF COMPLIANCE: No Change to Existing Systems
 Prescriptive (NCECC 2018)
 Performance (NCECC 2018)
 Prescriptive (ASHRAE 90.1-2013)
 Performance (ASHRAE 90.1-2013)

Lighting Schedule:

Fixture Type: REFER TO LIGHTING FIXTURE SCHEDULE
 Lamp Type Required: REFER TO LIGHTING FIXTURE SCHEDULE
 Number of Lamps: REFER TO LIGHTING FIXTURE SCHEDULE
 Ballast Type Used: REFER TO LIGHTING FIXTURE SCHEDULE
 Number of Ballasts: REFER TO LIGHTING FIXTURE SCHEDULE
 Total Watts / Fixture: REFER TO LIGHTING FIXTURE SCHEDULE

Allowable Lighting Power: Whole Building Method
 Space by Space Method

INTERIOR LIGHTING
 Allowed Lighting Power: _____
 Designed Lighting Power: _____
 Difference: **NO CHANGE TO EXISTING INTERIOR LIGHTING**

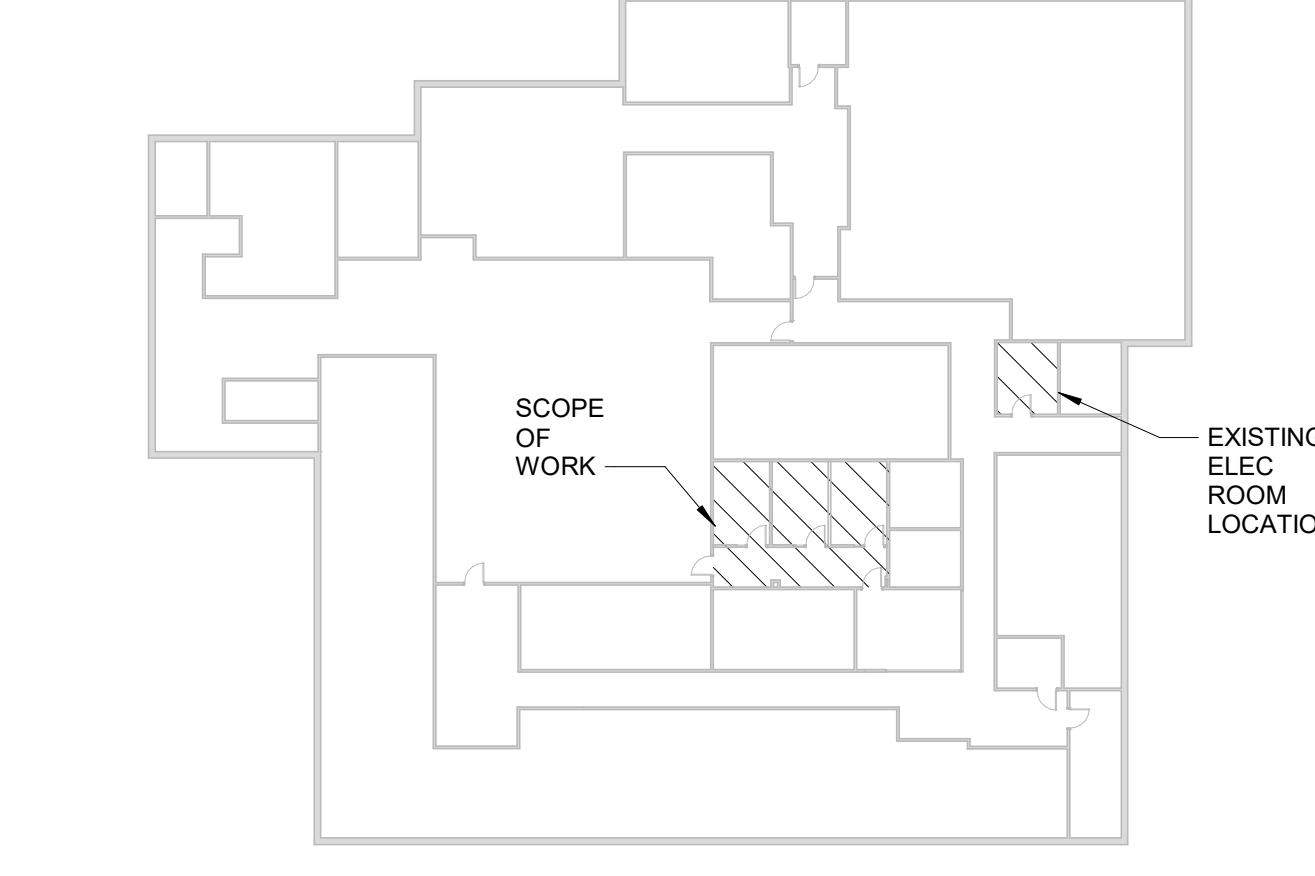
EXTERIOR LIGHTING
 Allowed Lighting Power: _____
 Designed Lighting Power: _____
 Difference: **NO CHANGE TO EXISTING EXTERIOR LIGHTING**

Additional Efficiency Package Options:

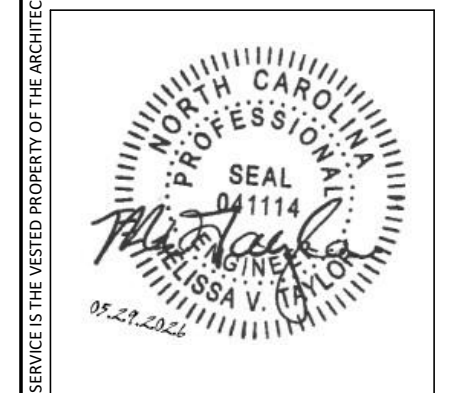
FOR 2018 NCECC COMPLIANCE PATHS. NOT REQUIRED FOR ASHRAE 90.1 COMPLIANCE PATHS.

C406.2 More Efficient HVAC Equipment Performance
 C406.3 Reduced Lighting Power Density
 C406.4 Enhanced Digital Lighting Controls
 C406.5 On-Site Renewable Energy
 C406.6 Dedicated Outside Air System
 C406.7 Reduced Energy Use in Service Water Heating
 Not Applicable

KEY PLAN



CIT OF FAYETTEVILLE
 THIRD FLOOR OFFICE RENOVATION
 443 HAY STREET, FAYETTEVILLE, NC 28301



NO	REVISIONS	DATE

DRAWN BY: NS
 CHECKED BY: MT
 FIRST ISSUE DATE: 05/29/26

PROJECT NO.
 25-0262.001

ELECTRICAL COVERSHEET

peak systems engineering

200 MACKENAN DR.
 SUITE 100
 CARY, NC 27511
 LICENSE NO: P-3273
 PROJECT NO: 26P047

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ELECTRICAL SPECIFICATIONS

INTERIOR LIGHTING

- A. PROJECT INCLUDES:
- INTERIOR LIGHTING FIXTURES, LAMPS, DRIVERS/BALLASTS, EMERGENCY LIGHTING UNITS, AND ACCESSORIES.
- B. QUALITY ASSURANCE
- COMPLIANCE: NEC, NEC/IESNA 500, 502, UL1570, UL1598, UL8750, IESNA-LM-79, IESNA-LM-80
- C. PRODUCTS
- INTERIOR LIGHTING COMPONENTS (SEE LUMINAIRE SCHEDULE):
 - LED FIXTURES: FIXTURES, UL1570
 - POWER FACTOR: GREATER THAN 90%
 - TOTAL HARMONIC DISTORTION: 20% OR LESS
 - INTEGRAL DRIVER WHERE POSSIBLE, 2.5KV SURGE SUPPRESSION
 - RATED LAMP LIFE OF 50,000 HOURS AT L70
 - EXIT SIGNS; UL924, SELF POWERED BATTERY TYPE WITH SELF-DIAGNOSTICS
 - EMERGENCY LIGHTING UNITS: U924, WITH SELF- DIAGNOSTICS
 - DO NOT SHARE NEUTRALS ON LED LIGHTING CIRCUITS. LED LIGHTING BRANCH CIRCUITS SHALL NOT BE GREATER THAN 60% LOADED.
 - COLOR TEMPERATURE PER LIGHTING SCHEDULE. FOR PARTIAL RENOVATIONS, MATCH EXISTING.
 - CRI: 80 MINIMUM FOR ALL FIXTURES, UNLESS SPECIFICALLY NOTED OTHERWISE.
- D. EXECUTION

- FOR ALL SUSPENDED FIXTURES MOUNTED IN OPEN CEILING AT STRUCTURE ABOVE, MOUNT ALL EXPOSED CONDUIT AS INCONSPICUOUS AS POSSIBLE. ALL CONDUIT TO BE RUN PARALLEL AND PERPENDICULAR TO BUILDING LINES. MINIMIZE LENGTH OF CONDUIT AS MUCH AS POSSIBLE. 1/2" CONDUIT IS ACCEPTABLE BETWEEN FIXTURES. GROUP CONDUITS TOGETHER AS MUCH AS POSSIBLE AND COORDINATE ROUTING WITH OTHER SYSTEMS.
- FOR ALL RECESSED DOWNLIGHTS, THE DRIVER SHALL BE ACCESSIBLE FROM BELOW THE CEILING WITHOUT THE USE OF A SCREWDRIVER. INSTALLATION SHALL ALLOW FOR THE DRIVER TO BE REMOVED AND LOWERED BELOW THE CEILING FOR FUTURE REPLACEMENT. CONTRACTOR SHALL PROVIDE LENGTH OF LEADS AS REQUIRED.
- CONTRACTOR SHALL CONFIRM VOLTAGE REQUIREMENTS OF ALL FIXTURES AND PROVIDE REQUIRED STEP-DOWN TRANSFORMERS TO ACCOMMODATE CIRCUITRY AND CONTROLS REQUIREMENTS.
- CONTRACTOR SHALL PROVIDE BASIS OF DESIGN FIXTURES AS LISTED IN THE SCHEDULE OR APPROVED EQUIVALENT. ALTERNATE FIXTURES SHALL BE SUBMITTED TO DESIGN TEAM FOR APPROVAL PRIOR TO ORDERING.
- ALL CIRCUITS THAT SUPPLY POWER TO THE EXIT/EGRESS LIGHTING UNIT EQUIPMENT SHALL BE IDENTIFIED AT THE PANEL PER NEC 700.12(F).
- WHERE A LIGHT FIXTURE IS FED FROM GENERATOR POWER, PROVIDE A STICKER AT CEILING GRID ADJACENT TO LIGHT FIXTURE. PROVIDE AN APPROVED MEANS OF IDENTIFICATION BY ARCHITECT AND OWNER.

LIGHTING CONTROL DEVICES/EQUIPMENT

- A. PROJECT INCLUDES:
- LIGHTING CONTROL EQUIPMENT AS PER PLANS.
 - OCCUPANCY/VACANCY SENSORS.
- B. QUALITY ASSURANCE
- COMPLIANCE: NFPA "NATIONAL ELECTRICAL CODE"
- C. PRODUCTS (PER PLANS)
- ACCEPTABLE MANUFACTURERS: WATTSTOPPER, LUTRON, HUBBELL, LEVITON, ACUITY/SENSOR SWITCH
 - OCCUPANCY/VACANCY SENSORS
 - CEILING MOUNTED, EXTENDED RANGE 360 DEGREE, LINE-VOLTAGE, DUAL TECHNOLOGY
BASIS OF DESIGN: SENSOR SWITCH #CMR PDT 10
 - SWITCH MOUNTED MOTION DETECTOR, LINE-VOLTAGE, ON-OFF, (0-10V DIMMING), 120-277V, DUAL TECHNOLOGY
BASIS OF DESIGN: SENSOR SWITCH #WSX-PDT
 - SWITCH MOUNTED MOTION DETECTOR WITH DIMMING, LINE-VOLTAGE, ON-OFF, 0-10V DIMMING, 120-277V, DUAL TECHNOLOGY
BASIS OF DESIGN: SENSOR SWITCH #WSX-PDT-D
 - SWITCH MOUNTED VACANCY, LINE-VOLTAGE, ON-OFF, 0-10V DIMMING, 120-277V, DUAL TECHNOLOGY
BASIS OF DESIGN: SENSOR SWITCH #WSX-PDT-VA
 - WALL STATIONS
 - MANUAL ON-OFF DIMMING SWITCH, LINE-VOLTAGE, ON-OFF, 0-10V DIMMING, 120-277V, DUAL TECHNOLOGY
BASIS OF DESIGN: SENSOR SWITCH #SPOD MR D
- D. MISC/OTHER
- CABLING FOR DIGITAL CONTROLS, WHERE PROVIDED; PRE-TERMINATED, WHITE COLOR, PLENUM RATED.
 - FINISH FOR WALL PLANTS AND DEVICES: WHITE
 - WHERE MULTIPLE CONTROLLERS ARE PROVIDED TO CONTROL A SPACE, MOUNT CONTROLLERS AND ASSOCIATED COMPONENTS IN AN ENCLOSURE APPROVED BY A/E TEAM. ENCLOSURE CABINET SHALL HAVE A HINGED DOOR AND PROPER LABELING.

- A. EXECUTION:
- REFER TO ALL LTG PLANS, NOTES, CONTROL DETAILS, SEQUENCE OF OPERATIONS, AND SPECIFICATIONS FOR REQUIREMENTS. CONTRACTOR SHALL RELAY ALL INFORMATION IN THE SPECIFICATIONS AND DRAWINGS TO THOSE PREPARING PRICING FOR THE PROJECT. THIS INCLUDES LIGHTING CONTROLS DETAILS, SEQUENCE OF OPERATIONS, LIGHTING LAYOUTS, AND OTHER RELATED DESIGN DOCUMENTATION. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF INCLUDING ALL COMPONENTS REQUIRED FOR A FULLY FUNCTIONING CONTROL SYSTEM. ALSO, FAILURE TO DO SO WILL NOT BE CAUSE FOR CHANGE ORDER REQUESTS DURING CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY EQUIPMENT, DEVICES, WIRING, ETC TO ENSURE ACTUAL INSTALLATIONS AND PERFORMANCE OF THE SYSTEM MEETS THE DESIGN INTENT. IF ALTERNATIVE MANUFACTURER TO BASIS OF DESIGN IS SUBMITTED, CONTRACTOR SHALL PROVIDE ALL NECESSARY COMPONENTS FOR COMPLETE FULLY FUNCTIONAL SYSTEM TO MEET DESIGN INTENT.
 - POWER PACKS AND ROOM CONTROLLERS SHALL BE MOUNTED HIGH ON THE WALL NEAR CEILING IN THE ROOM THEY SERVE. LOCATE CONSISTENTLY THROUGHOUT THE BUILDING, NEAR DOORS.
 - PROVIDE OCCUPANCY TYPE (AUTO ON / AUTO OFF) OR VACANCY TYPE (MANUAL ON / AUTO OFF) SENSORS AS INDICATED IN THE PROJECT DOCUMENTS. ENSURE THEY ARE SET CONSISTENTLY THROUGHOUT THE BUILDING PRIOR TO OCCUPANCY.
 - CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR ENGINEER'S REVIEW PRIOR TO ORDERING. INCLUDE WIRING DETAILS AND PLANS WITH DEVICE LAYOUTS, SWITCH TYPES, CABLING, AND ZONES INDICATED.

MOUNTING HEIGHTS

HEIGHTS INDICATED ON PLANS TAKE PRECEDENCE WHERE NOT INDICATED ON PLANS, THE FOLLOWING SHALL BE MET. DISTANCE IS FROM FINISHED FLOOR TO CENTER OF DEVICE, UNO

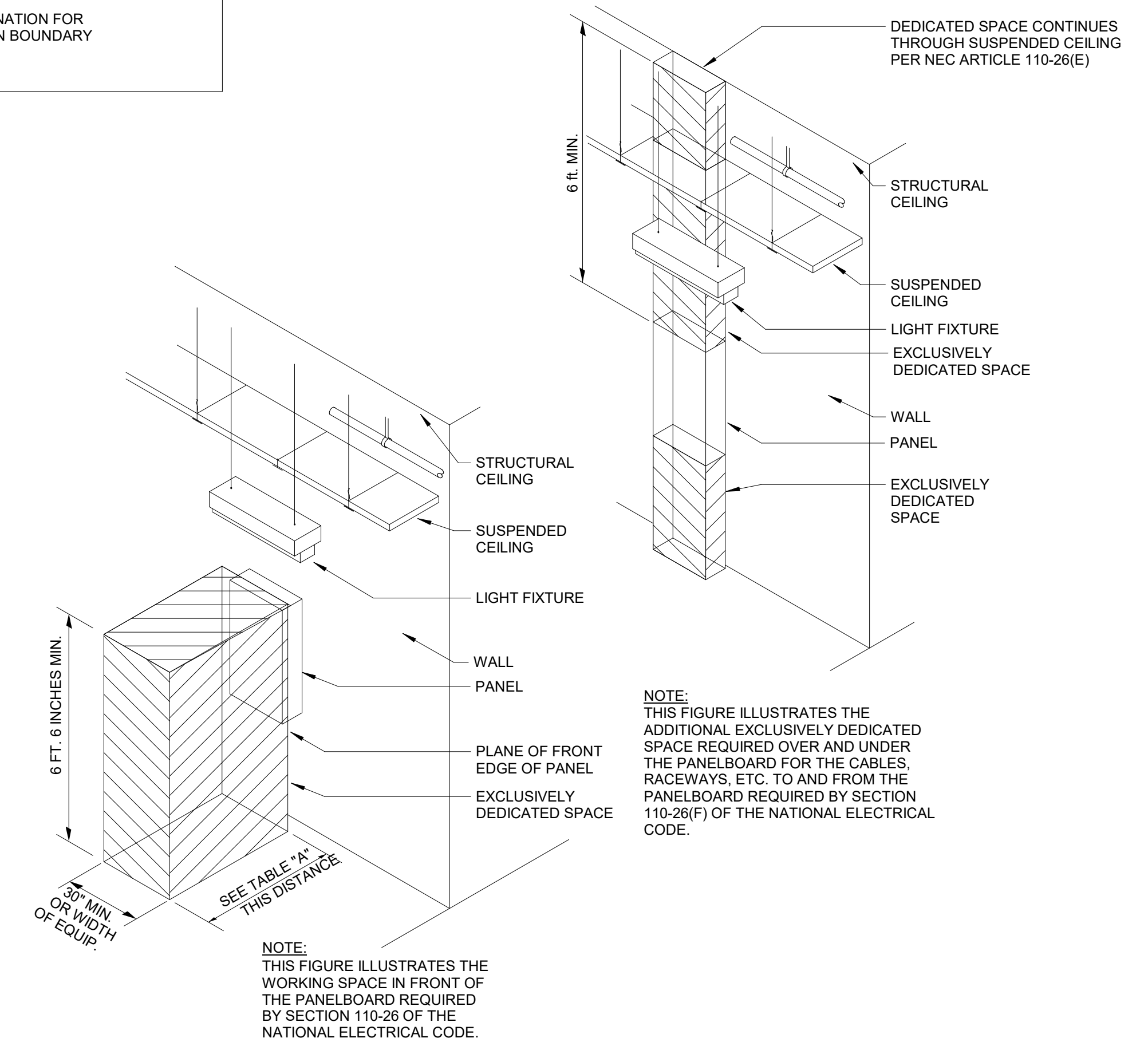
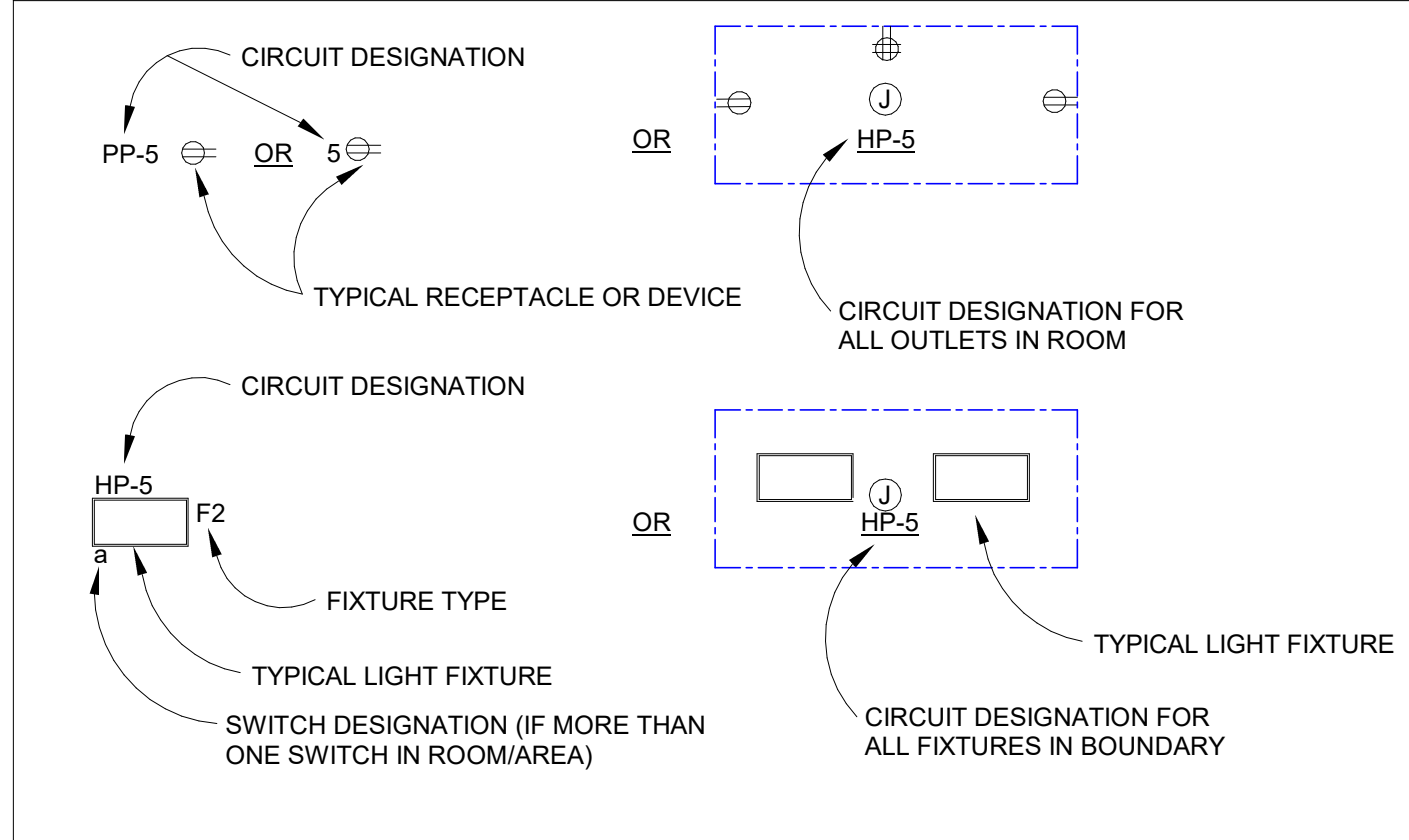
RECEPTACLES:		
GENERAL	18"	UNLESS OTHERWISE NOTED
ABOVE 36" COUNTER TOPS	44"	MOUNT HORIZONTALLY,
		UNLESS OTHERWISE NOTED
ABOVE OR ADJACENT TO LAVATORIES	44"	UNLESS OTHERWISE NOTED
BEHIND REFRIGERATORS	52"	UNLESS OTHERWISE NOTED
BEHIND WASHERS/DRYERS	44"	UNLESS OTHERWISE NOTED
LIGHT SWITCHES/OCCUPANCY WALL SWITCHES	44"	

COMMUNICATIONS OUTLETS:		
TELE/DATA OUTLETS	SAME AS ADJACENT RECEPTACLE	
ABOVE COUNTER TOPS	44"	MOUNT HORIZONTALLY,
		WHERE NOTED ON PLANS
CABLE TV OUTLETS	SAME AS ADJACENT RECEPTACLE	
AUDIO-VISUAL OUTLETS	SAME AS ADJACENT RECEPTACLE	

NOTES:

- FOR ALL DEVICES LOCATED IN CMU WALL, INSTALL BOXES AS FOLLOWS: THE TOP OF THE BOX SHALL MATCH THE TOP OF THE BLOCK COURSING. MOUNT BOXES AT 48" TO TOP FOR SWITCHES AND 16" TO BOTTOM OF BOXES FOR OUTLETS. WHERE OUTLETS ARE SHOWN TO BE MOUNTED HIGH, ADJUST HEIGHT AS REQUIRED TO TOP OF BLOCK COURSING.
- WHERE CARD READERS AND LIGHT SWITCHES ARE LOCATED NEXT TO EACH OTHER AT A DOOR, CARD READER SHALL BE MOUNTED NEXT TO DOOR. CONFIRM EXACT HEIGHT AND LOCATION OF CARD READERS WITH ARCHITECT PRIOR TO ROUGH-IN.
- COMPLY WITH ANSI A117.1 AT ALL LOCATIONS.

LEGEND - TYPICAL CIRCUITING

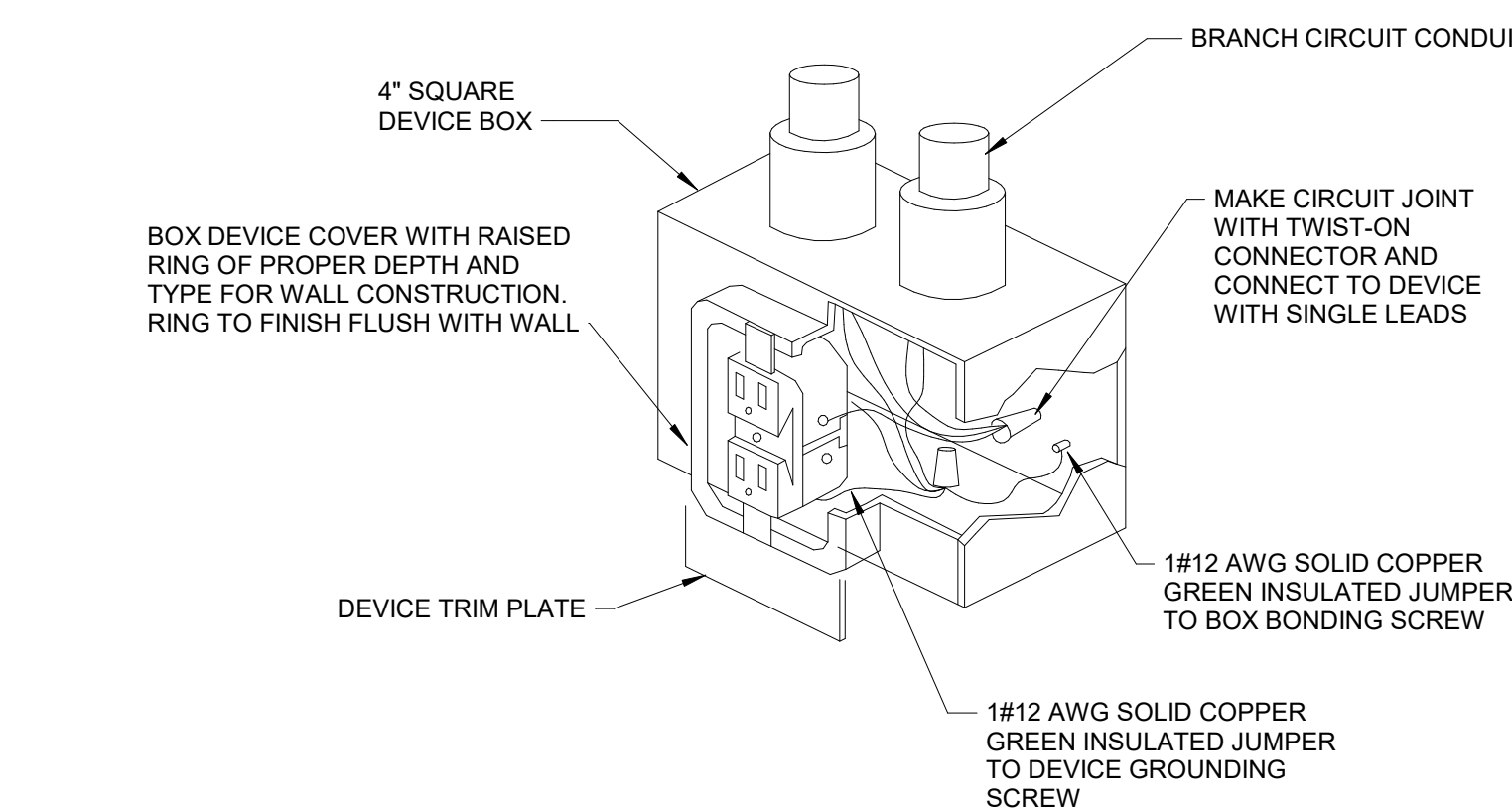


VOLTAGE TO GROUND, NOMINAL	MINIMUM CLEAR DISTANCE (FEET)		
	CONDITION: 1	2	3
0-150	3	3	3
151-600	3	3 1/2	4

- WHERE THE "CONDITIONS" ARE AS FOLLOWS:
- EXPOSED LIVE PARTS ON ONE SIDE AND NO LIVE OR GROUNDED PARTS ON THE OTHER SIDE OF THE WORKING SPACE, OR EXPOSED LIVE PARTS ON BOTH SIDES EFFECTIVELY GUARDED BY SUITABLE WOOD OR OTHER INSULATING MATERIALS. INSULATED WIRE OR INSULATED BUSBARS OPERATING AT NOT OVER 300 VOLTS SHALL NOT BE CONSIDERED LIVE PARTS.
 - EXPOSED LIVE PARTS ON ONE SIDE AND GROUNDED PARTS ON THE OTHER SIDE. CONCRETE, BRICK OR TILE SHALL BE CONSIDERED AS GROUNDED.
 - EXPOSED LIVE PARTS ON BOTH SIDES OF THE WORK SPACE (NOT GUARDED AS PROVIDED IN CONDITION 1) WITH THE OPERATOR BETWEEN.

NOTE:

NO PIPING, DUCTS OR EQUIPMENT FOREIGN TO THE ELECTRICAL EQUIPMENT OR ARCHITECTURAL APPURTENANCES SHALL BE PERMITTED TO BE INSTALLED IN OR PASS THROUGH THE DEDICATED SPACES SHOWN ABOVE WITHOUT THE WRITTEN PERMISSION OF THE DESIGN ENGINEER AND THE AUTHORITY HAVING JURISDICTION.



1 RECEPTACLE GROUNDING DETAIL
E002 NOT TO SCALE

2 ELECTRICAL WORKING CLEARANCES DETAIL
E002 NOT TO SCALE



NO	REVISIONS	DATE

DRAWN BY: NS
CHECKED BY: MT
FIRST ISSUE DATE: 05/29/26

PROJECT NO.
25-0262.001

ELECTRICAL
SPECIFICATIONS (B)

peak systems engineering
200 MACKENAN DR.
SUITE 100
CARY, NC 27511
LICENSE NO: P-3273
PROJECT NO: 26P047

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GENERAL NOTES - POWER

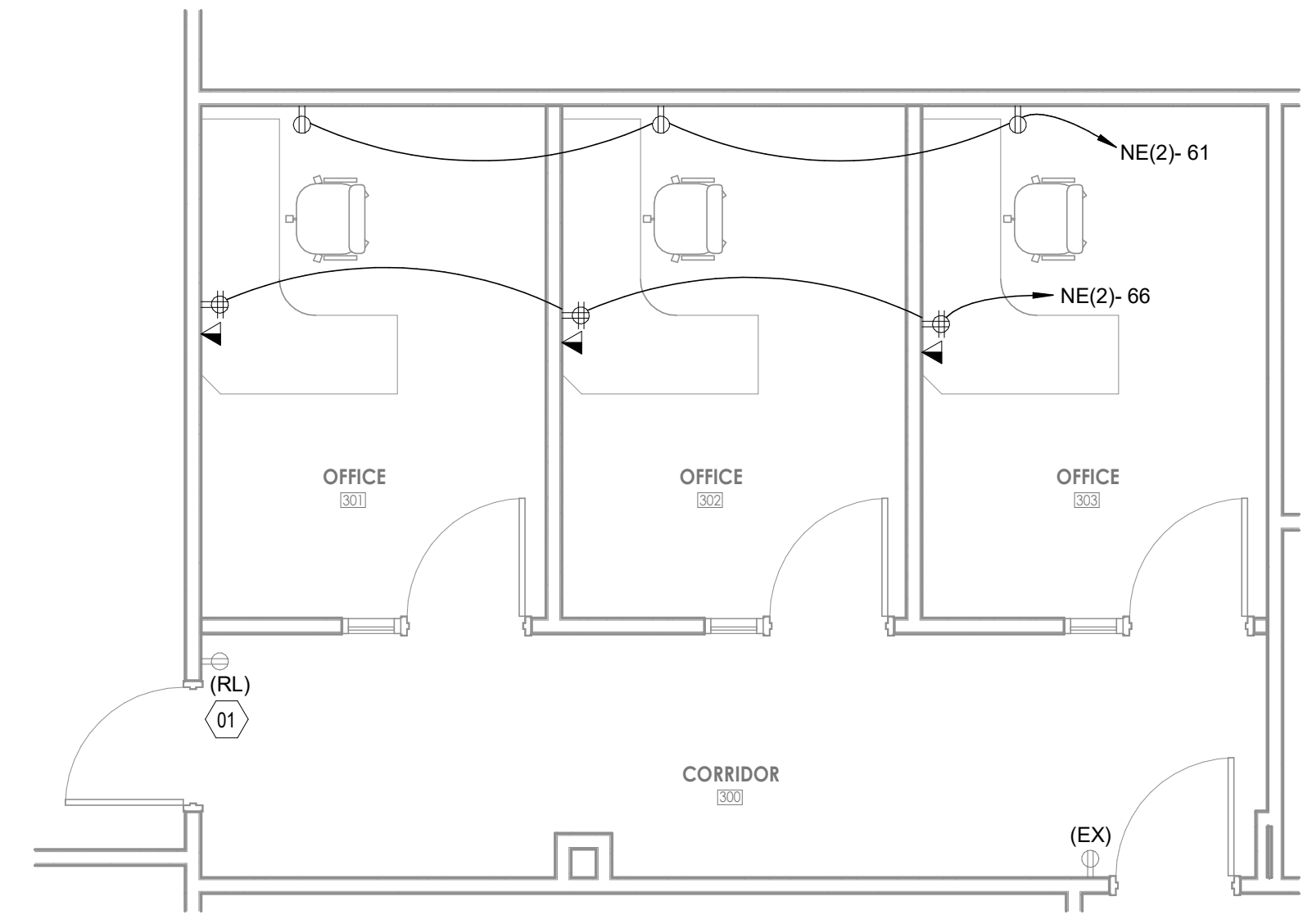
- A. ALL RECEPTACLES AND TELEPHONE/DATA OUTLETS SHALL BE FLUSH-MOUNTED. ALL CONDUIT AND RACEWAY SHALL BE CONCEALED, UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.
- B. CONTRACTOR TO VERIFY ALL TELE/DATA LOCATIONS WITH OWNER, PRIOR TO ROUGH-IN.
- C. PROVIDE ACOUSTICAL PUTTY PADS FOR ALL OUTLETS. PROVIDE FIRE-RATED PUTTY PADS WHERE REQUIRED. DO NOT LOCATE OUTLETS IN SAME WALL CAVITY WHERE EVER POSSIBLE.
- D. THESE DRAWINGS MAY NOT SHOW EVERY BOX, CONDUIT, DEVICE NEEDED FOR A COMPLETE, FUNCTION POWER SYSTEM. CONTRACTOR SHALL PROVIDE ALL REQUIRED COMPONENTS NEEDED AS REQUIRED FOR MEANS & METHODS AND AS PER MANUFACTURER'S RECOMMENDATIONS.

GENERAL NOTES - LIGHTING

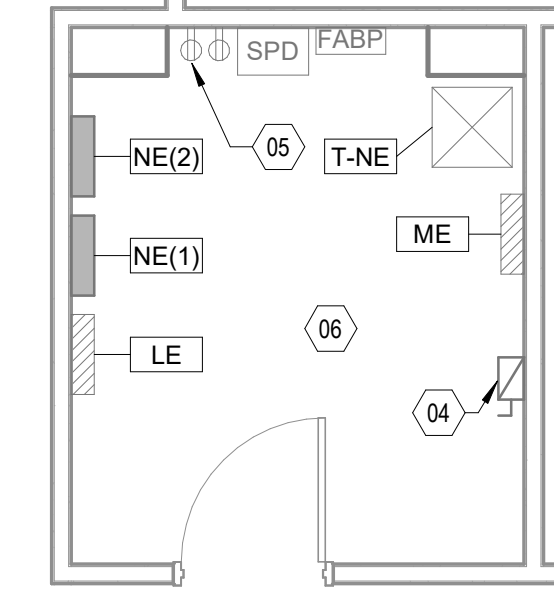
- A. LIGHTING INSTALLATIONS SHALL MEET THE REQUIREMENTS OF NEC ARTICLES 410 AND 700.
- B. COORDINATE ALL CONSTRUCTION WITH OTHER TRADES. COORDINATE AND ADJUST LIGHTING FIXTURES IN OPEN CEILING ROOMS AND ABOVE CEILINGS WITH ACTUAL INSTALLATION OF PIPING, DUCTWORK, SPECIAL EQUIPMENT, STRUCTURAL COMPONENTS, ETC. COORDINATE PRIOR TO ROUGH-IN. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS IN CEILINGS. DO NOT DIMENSION OFF THESE PLANS.
- C. DO NOT LOCATE SWITCHES BEHIND DOOR SWINGS, TV SCREENS, OR ANY WALLS WITH BRANDING OR SPECIAL WALL COVERINGS. CONTRACTOR SHALL COORDINATE IN THE FIELD AND WITH ARCHITECTURAL DRAWINGS.
- D. ALL EMERGENCY BATTERY PACK FIXTURES SHALL BE ON UNSWITCHED "HOT" LEG SERVING THE AREA, CONNECTED AHEAD OF SWITCH SERVING THE AREA/ROOM. ALL FIXTURES WITH INTEGRAL BATTERY PACKS SHALL OPERATE THE SAME AS NORMAL LIGHTING IN AREA. EMERGENCY UNITS SHALL SENSE A LOSS OF POWER AND AUTOMATICALLY TURN ON TO MEET IBC 1008.2 FOR AVERAGE LIGHTING LEVELS ALONG PATH OF EGRESS. ALL CIRCUITS SERVING EMERGENCY FIXTURES SHALL BE IDENTIFIED AT THE PANEL PER NEC.
- E. ALL EXIT SIGNS SHALL BE INSTALLED AS PER NFPA. WALL MOUNTED EXIT SIGNS SHALL BE MOUNTED SO THAT THE BOTTOM EDGE OF THE SIGN IS 2" CLEAR OF THE DOOR LINTEL OR FINISHED DOOR TRIM. WHERE WALL MOUNTING AFFECTS FIRE RATING OF THE AREA (SUCH AS STAIR ENCLOSURES), EXIT SIGN SHALL BE CEILING MOUNTED. THE BOTTOM OF THE SIGN MUST BE OUT OF THE EGRESS PATH OR ABOVE THE MINIMUM HEADROOM HEIGHT.
- F. CONTRACTOR SHALL COORDINATE NUMBER AND LOCATION OF OCCUPANCY/VACANCY SENSORS AS PER MANUFACTURER RECOMMENDATIONS TO ASSURE COVERAGE IN ALL OCCUPIABLE AREAS OF ROOMS COVERED. CONTRACTOR SHALL COORDINATE FINAL LOCATIONS WITH ACTUAL INSTALLATION OF OTHER CEILING DEVICES (INCLUDING DIFFUSERS). LOCATE TO ENSURE ADEQUATE FUNCTIONALITY AND OPERATION.

KEYED NOTES

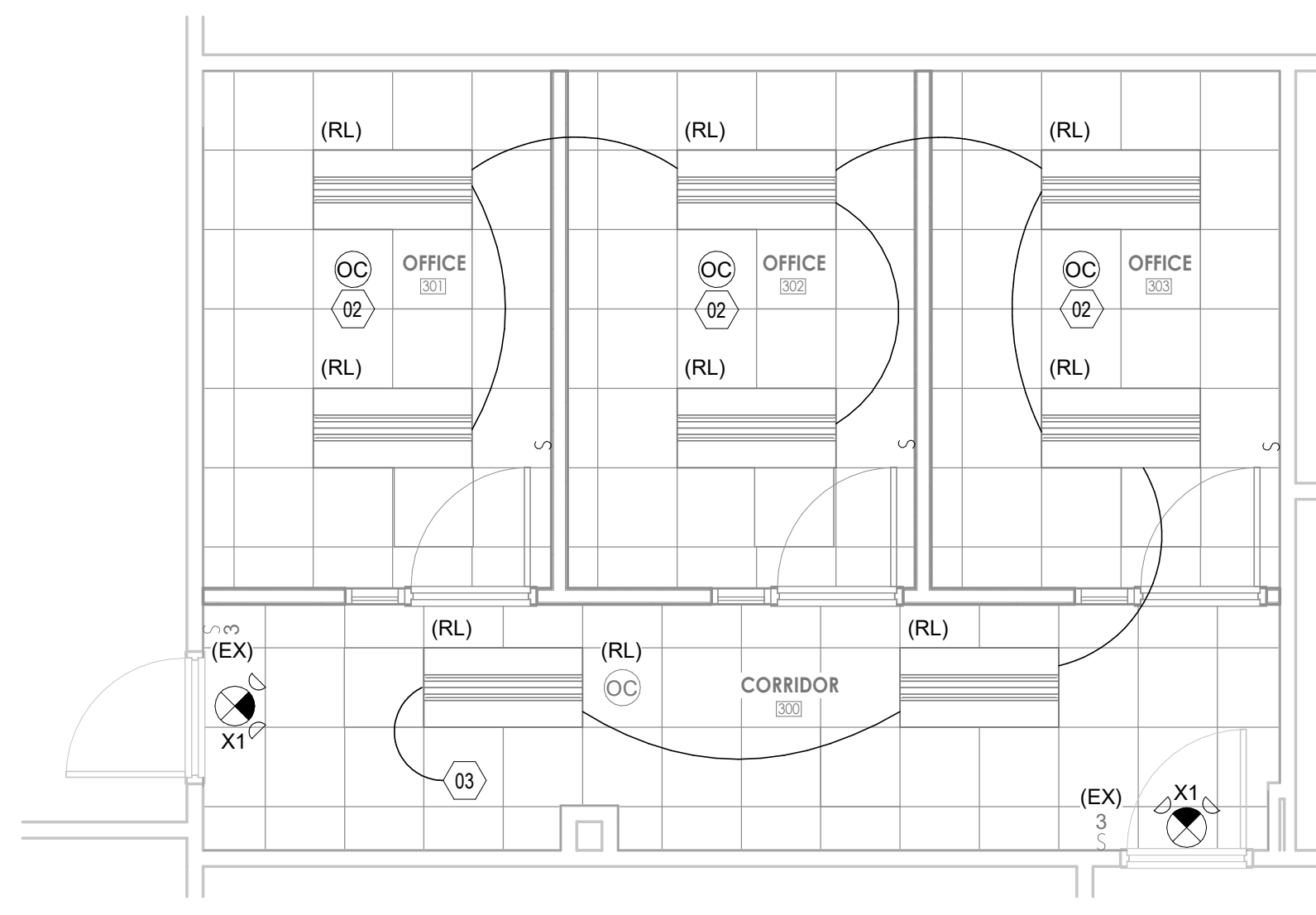
- 01 MAINTAIN EXISTING CIRCUITRY TO RELOCATED RECEPTACLE.
- 02 MAINTAIN EXISTING CIRCUITRY. MODIFY CONTROL WIRING AS REQUIRED TO CONTROL LIGHTS WITHIN ROOM VIA NEW SWITCH AND OCCUPANCY SENSOR.
- 03 MAINTAIN EXISTING CIRCUITRY. MODIFY CONTROL WIRING AS REQUIRED TO CONTROL LIGHTS WITHIN ROOM VIA EXISTING CONTROLS.
- 04 EXISTING EGB FOR "T-NE", 3Ø, 480V
- 05 RECEPTACLE SHOWN FOR FUTURE USE. NOT TIED TO ANY POWER OR CIRCUITRY.
- 06 ALL POWER WITHIN SPACE IS EXISTING TO REMAIN. SHOWN FOR REFERENCE ONLY.



1 POWER PLAN - NEW WORK
E111 1/4" = 1'-0"



3 ENLARGED POWER PLAN - ELECTRICAL ROOM
E111 1/4" = 1'-0"

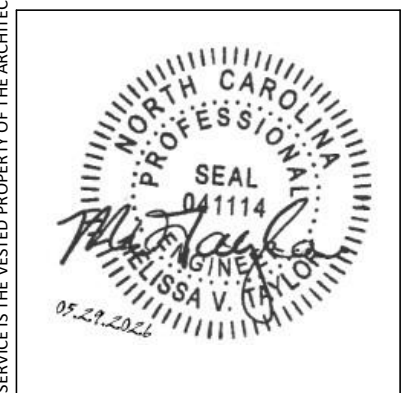


2 LIGHTING PLAN - NEW WORK
E111 1/4" = 1'-0"

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	BASIS OF DESIGN - MANUFACTURER	BASIS OF DESIGN - MODEL	LAMP	VOLTAGE	APPARENT LOAD	MOUNTING	NOTES
X1	EMERGENCY EGRESS LIGHT / EXIT SIGN - CEILING MOUNTED W/ BATTERY BACKUP (90 MINS.) & SELF DIAGNOSTICS	MULE LIGHTING	SQCR-LED-U-R-WW-SD	LED	120 V	3.7 VA	SURFACE	

CITY OF FAYETTEVILLE THIRD FLOOR OFFICE RENOVATION 443 HAY STREET, FAYETTEVILLE, NC 28301



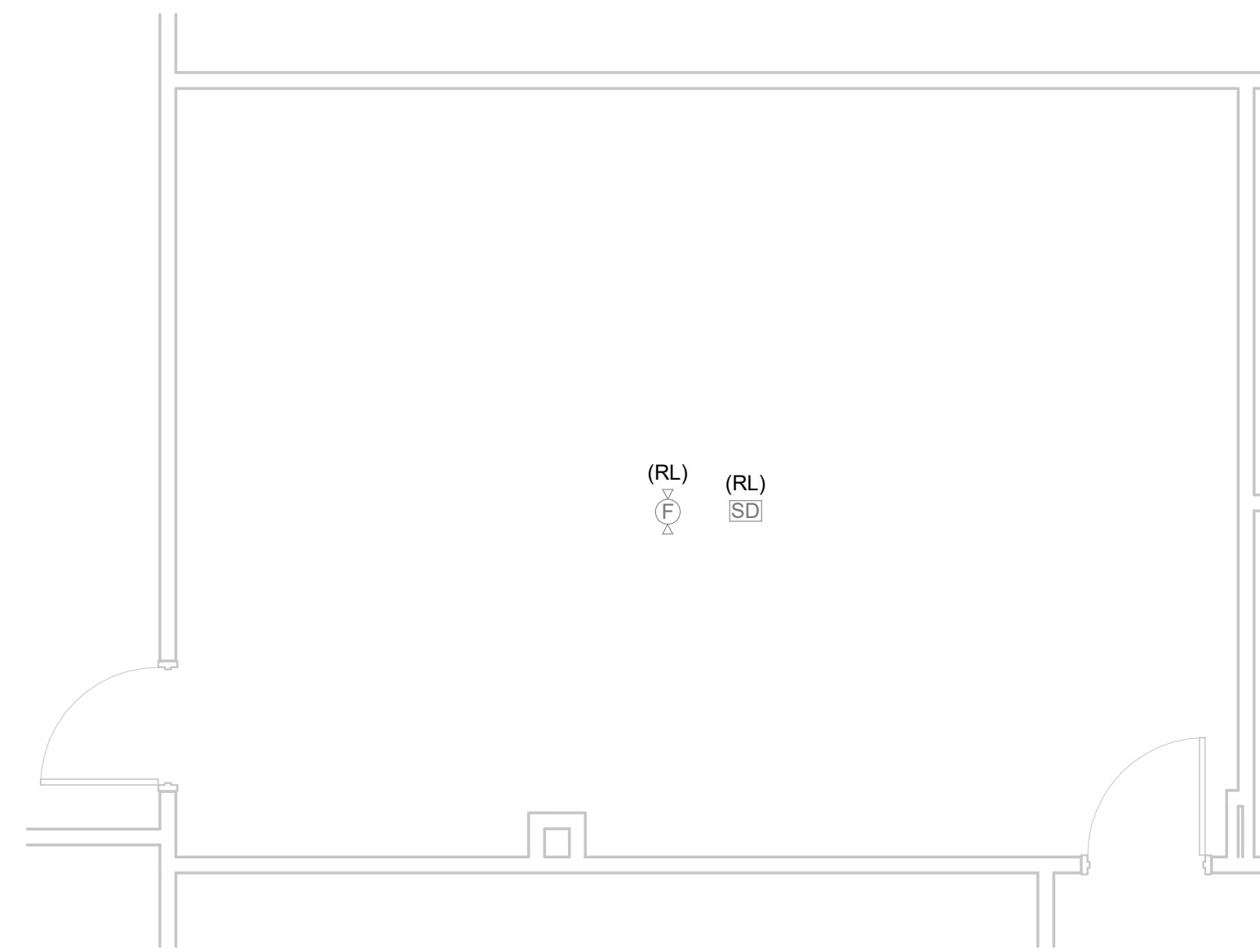
NO	REVISIONS	DATE

DRAWN BY: NS
CHECKED BY: MT
FIRST ISSUE DATE: 05/29/26

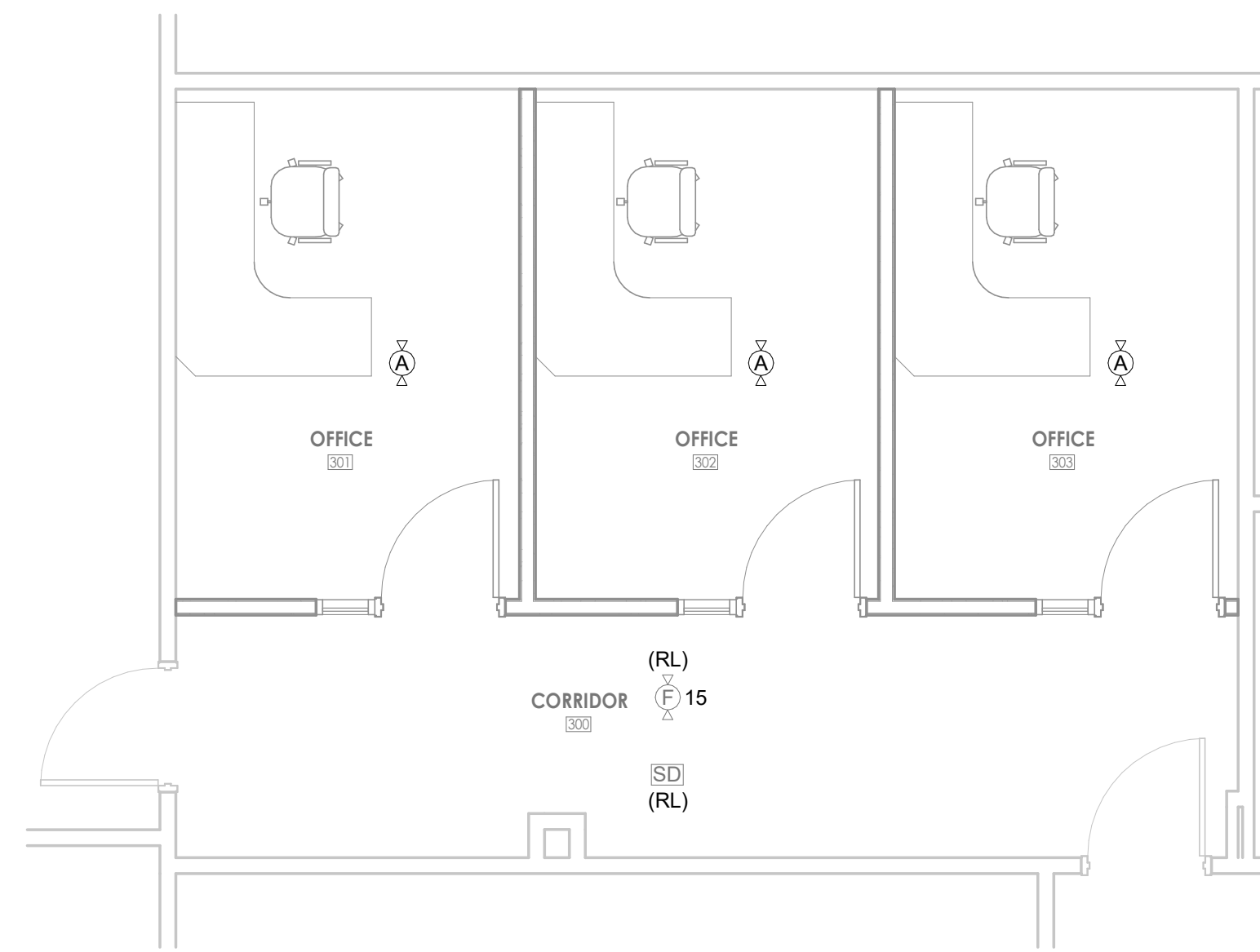
PROJECT NO.
25-0262.001
ELECTRICAL PLANS - NEW WORK

peak systems engineering
200 MACKENAN DR.
SUITE 100
CARY, NC 27511
LICENSE NO: P-3273
PROJECT NO: 26P047

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1 FIRE ALARM PLAN - DEMOLITION
FA110 1/4" = 1'-0"



2 FIRE ALARM PLAN - NEW WORK
FA110 1/4" = 1'-0"

GENERAL NOTES - DEMO

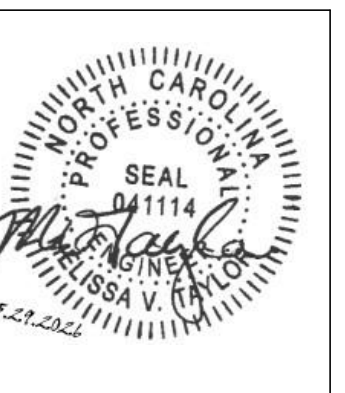
- A. ALL CONDUIT NOT TO BE REUSED SHALL BE REMOVED. DO NOT LEAVE ABANDONED CONDUIT AND BOXES. REUSE EXISTING BOXES AND CONDUIT WHERE PRACTICAL.
- B. ALL EXISTING INITIATION DEVICES TO REMAIN. DEVICES SHOWN ARE MEANT TO AID THE CONTRACTOR AND NOT INTENDED TO SHOW ALL EXISTING DEVICES. MAINTAIN EXISTING SEQUENCE OF OPERATIONS.

GENERAL NOTES - FIRE ALARM

- A. DO NOT LOCATE DEVICES WHERE AV (MONITORS, SCREENS, ETC) IS INTENDED. DO NOT MOUNT ON GRAPHIC AND BRANDING WALLS, NOR WHERE ARTWORK IS INTENDED. REVIEW ARCHITECTURAL ELEVATIONS AND COORDINATE IN THE FIELD PRIOR TO ROUGH-IN.
- B. ALL CEILINGS ARE LESS THAN 10'-0" AFF, UNLESS NOTED OTHERWISE ON PLANS.



CITY OF FAYETTEVILLE
THIRD FLOOR OFFICE RENOVATION
443 HAY STREET, FAYETTEVILLE, NC 28301



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FIRE ALARM PLANS -
DEMO & NEW WORK

peak systems engineering
200 MACKENAN DR.
SUITE 100
CARY, NC 27511
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