



**CITY OF FAYETTEVILLE, NORTH CAROLINA
REQUEST FOR QUALIFICATIONS –
CONSTRUCTION MANAGER AT RISK (CMAR)**

Public Safety Answering Point (PSAP) 911 Call Center

RFQ No. COF1517015

DATE ISSUED: October 1, 2026

SUBMISSIONS DUE: November 17, 2026 at 2:00 PM ET

ISSUED BY: City of Fayetteville, North Carolina

PRIMARY CONTACT:

Kimberly Toon, CLGPO, CLGFO
Assistant Chief Financial Officer-Procurement
kimberlytoon@fayettevillenc.gov
(910) 433-1942

SUBMITTING FIRMS 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

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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SECTION 1 – KEY NOTICE INFORMATION

KEY NOTICE INFORMATION	
RFQ Release Date:	October 1, 2026
Deadline for Questions:	October 22, 2026 at 5:00 PM ET
Addendum Release:	November 2, 2026 at 2:00 PM ET
Deadline for Submission:	November 17, 2026 at 2:00 PM ET
Selection Date:	December 16, 2026
Submission Address:	Kimberly Toon, Assistant Chief Financial Officer-Procurement City of Fayetteville, City Hall 433 Hay Street, Fayetteville, NC 28301
Questions & Contact:	COFbiddingquestions@FayettevilleNC.gov
Bid Opportunities:	https://www.fayettevillenc.gov/City-Departments/Finance/Purchasing/Bid-Opportunities

SECTION 2 – GENERAL INFORMATION

2.1 About This Solicitation

The City of Fayetteville, North Carolina (the “City” or “Owner”) is issuing this Request for Qualifications (“RFQ”) for a Construction Manager at Risk (“CMAR”) to provide Pre-Construction Services and Construction Services for the **Public Safety Answering Point (PSAP) 911 Call Center** project.

This is a qualifications-based selection (QBS) solicitation pursuant to N.C. General Statutes § 143-64.31. Technical specifications and construction drawings are NOT included in or required for this RFQ — specifications and drawings will be developed during the design phase and will form the basis of the single Guaranteed Maximum Price (GMP) Amendment.

2.2 Project Summary

This project will create a new, approximately 18,000-square-foot facility designed to support future growth and accommodate up to 30 employees. The design will include a large training room to host regional public safety training, enhancing coordination across agencies. The building will be designed with resilience and safety as core principles— engineered to withstand identified risks and equipped with redundancies to ensure uninterrupted 911 operations during emergencies.

2.3 Project Background

The City of Fayetteville's current Public Safety Answering Point (PSAP), or 911 Center, is located near a hazardous materials railroad right-of-way and in the heart of downtown, an area with frequent civic activity. The facility also faces space constraints that limit its ability to accommodate the additional staff needed to manage the significant increase in service calls over the past decade. Due to these safety concerns and the lack of capacity for expansion, the City identified the PSAP as a high-priority project. In 2022, voters overwhelmingly approved the allocation of bond funding to support its replacement or relocation.

2.4 Construction Budget

The City's estimated construction budget for this project is approximately **\$26,000,000**. This figure is for planning purposes only and does not represent a commitment by the City.

2.5 Anticipated Project Schedule

The City's anticipated schedule milestones are as follows. All dates are subject to change:

- **RFQ Release Date: October 1, 2026**
- **Question Deadline: October 22, 2026 at 5:00 PM ET**
- **Addendum Release: November 2, 2026 at 2:00 PM ET**
- **SOQ Submission Deadline: November 17, 2026 at 2:00 PM ET**
- **Shortlist / Interview Notification: November 24, 2026**
- **CMAR Selection: December 16, 2026**
- **Pre-Construction Services Begin: May 2027**
- **Estimated GMP Amendment Execution: July 2027**
- **Estimated Construction Start: August 2027**
- **Estimated Substantial Completion: July 2028**

2.6 Project Delivery Method

The City has elected the Construction Manager at Risk (CMAR) project delivery method as authorized by N.C. General Statutes §§ 143-128(a1)(4) and 143-128.1, with the CMAR selected under the qualifications-based process in N.C. General Statutes § 143-64.31 et seq. The selected CMAR will provide Pre-Construction Services and, upon City Council approval and execution of a single GMP Amendment, Construction Services. The CMAR holds all trade contracts and is responsible for delivering the project within the Guaranteed Maximum Price.

SECTION 3 – SELECTION PROCESS

3.1 Legal Authority

The acquisition of CMAR services shall adhere to N.C. General Statutes § 143-64.31, which requires that firms be selected on the basis of demonstrated competence and qualification without regard to fee. This is a qualifications-based selection (QBS) process.

3.2 Selection Committee

A Selection Committee comprised of City of Fayetteville staff and project team members will assess all SOQ submissions and rank them based on the criteria outlined herein. The City retains the right to select the firm offering the most advantageous benefits to the City.

3.3 Selection Process Overview

- **Step 1 – SOQ Review:** The Selection Committee will evaluate all responsive Statements of Qualifications (SOQs) received by the deadline.
- **Step 2 – Ranking:** The Selection Committee will rank firms based on the evaluation criteria in Section 4.
- **Step 3 – Shortlisting (Optional):** The City may shortlist the top-ranked firms and invite them for interviews or to provide additional information.
- **Step 4 – Fee Negotiation:** The City will negotiate fees and contract terms with the top-ranked firm. If negotiations are unsuccessful, the City may negotiate with the next-ranked firm.
- **Step 5 – Contract Award:** Final contract approval will be taken to City Council once fee negotiations are complete.

3.4 Interviews

After the initial review, the Selection Committee may invite the top 2 to 3 ranked firms to participate in interviews. Interview details will be provided to shortlisted firms separately. The City reserves the right to make a selection without conducting interviews.

3.5 Right to Reject / Cancel

The City of Fayetteville reserves the right to accept or reject any and all submittals, to waive technical irregularities, to cancel this RFQ at any time, and to select the firm deemed most advantageous to the City. This RFQ does not obligate the City to enter into any contract.

SECTION 4 – DETAILED EVALUATION CRITERIA

4.1 Expertise in CMAR Work & Project Delivery Experience

- Provide examples of similar **Public Safety** projects completed or started within the last five (5) years with a construction budget of at least **\$12,000,000**.
- Demonstrate understanding of the CMAR delivery method, ability to meet schedules and budgets, and knowledge of relevant North Carolina laws. Provide a description and contact information for each project.
- Accuracy of cost estimates vs. final bid results for the three (3) most recent CMAR projects with a budget of at least **\$12,000,000**.
- Provide change order percentage relative to the original construction amount and a description of any litigation, mediation, arbitration, or open claims for each project.
- Provide initial and final GMP with substantial completion dates for example projects.

4.2 Relevant Project Type Experience

- Firm's demonstrated experience with the construction of **Public Safety** projects.
- Recent **Public Safety** CMAR projects completed within the last five (5) years.
- Experience in pre-qualifying contractors and subcontractors with public safety construction experience.
- Firms approach to cost and quality management during design phases.

4.3 Personnel & Team Qualifications

- Qualifications of key personnel, along with the tenure at the firm, and the proposed team (project team).
- Availability and projected workload of the project team (describe your current workload in terms of project size, percent complete, and completion dates. Indicate the percentage of time that will be devoted to this project by each staff member).
- Experience in collaborative relationships with designers with contact information.
- Project experience and comparison of estimates with the range of bids for the three (3) most recent CM at Risk projects with a budget of at least **\$12,000,000**.
- Approach to maximize contractor and subcontractor participation.

4.4 Business Qualifications & SLBE Participation

- Actual SLBE participation on the three (3) most recent CMAR projects of at least **\$12,000,000**.
- Construction Manager's outreach program to encourage participation by SLBE-certified contractors and subcontractors, particularly local firms, and SLBE participation on the construction management of those projects. The City of Fayetteville carries an SLBE participation goal of **40%** for this project.
- Location of office and familiarity with the local area.
- Knowledge of local codes and ordinances.

4.5 Project Quality, Safety & Timeliness

- Approach to ensuring a safe project site.
- Current Safety performance record.
- Example of safety plan to be implemented.
- Approach to ensuring timeliness in project delivery.
- Record of meeting substantial completion contract requirements for CMAR projects for the three (3) most recent project completions of at least **\$12,000,000**.
- Quality control philosophy.
- Project closeout and punch list approach.

SECTION 5 – SCOPE OF SERVICES

The City of Fayetteville is seeking a CMAR with the necessary resources, experience, and qualifications for the **Public Safety Answering Point (PSAP) 911 Call Center** project. The CMAR will provide services in two phases under a single GMP Amendment:

5.1 Pre-Construction Services

During the pre-construction phase, the CMAR shall provide comprehensive services throughout the design and bidding stages, including but not limited to:

- Prepare independent cost estimates at design milestones: **30% SD, 60% DD, 90% CD, and 100% CD**. The CMAR's cost model shall be independent of the architect's independent estimate.
- Conduct a constructability assessment during the Pre-Construction phase, suggesting cost efficient or value-enhancing strategies, and/or identify conflicts or deficiencies in design planning.

- Formulate a Critical Path Method schedule that outlines procurement methods, approvals, regulatory clearances, staging, construction, and project conclusion.
- Continuously revise and oversee project schedules to ensure alignment with the project's timeline.
- Collaborate with the project team to compile and forward all requisite permits and endorsements.
- Develop the schedule and manage the bidding process, prepare bid packages, prequalify subcontractors, advertise, and coordinate the review and analysis of bids for subcontractor packages. All steps of the bidding process must be conducted in compliance with applicable local, state, and federal laws.
- Deliver a single Guaranteed Maximum Price (GMP) proposal based on **90%** Design Development Documents, inclusive of trade bids, CMAR Fee, General Conditions (fixed lump sum), CMAR-GMP Contingency, and all project-related costs.

5.2 Construction Management Services

Upon City Council approval and execution of the GMP Amendment, the CMAR shall provide construction management services, including but not limited to:

- Working closely with the owners and project team to ensure adherence to quality standards, safety protocols, and alignment with plans.
- Deploying on-site personnel for construction oversight, organizing regular weekly meetings, and participating in monthly sessions with the project team.
- Developing and updating a comprehensive construction timeline, detailing sequencing, phases, traffic management, delivery schedules, inspections, tests, and occupancy plans.
- Developing and maintaining weekly/monthly project schedule updates.
- Establishing and managing a virtual project platform for submittals, requests for information, and change orders workflows.
- Developing and implementing a quality control plan.
- Developing and maintaining a site safety plan.
- Generating and submitting payment applications as required.
- Evaluating shop drawings, coordinating their approval with the project team, and ensuring the collection of as-built drawings during construction.
- Facilitating site walkthroughs, addressing and resolving punch list items, and overseeing the final inspection.
- Manage project close-out tasks, including commissioning of the building systems, assembly of guarantees, manuals, closeout documents, release of liens, record drawings, training sessions, regulatory approvals, and operations and maintenance (O&M) manuals. The CMAR will also review O&M to make sure it is complete with correct information.
- Receive, record, and satisfactorily address all warranty issues.

All work performed by the CMAR shall be consistent with applicable North Carolina statutes and local laws and regulations, including N.C. General Statutes § 143-64.31 et seq.

SECTION 6 – SUBMITTAL REQUIREMENTS

6.1 Required Content

The Statement of Qualifications (SOQ) shall include the following sections in the order listed:

1. Cover Letter

A signed cover letter on firm letterhead stating why your team is best qualified. Identify the firm's primary contact, address, phone, and email.

2. Company General Profile

Firm history, corporate structure, corporate officers, years in business, office locations, number of staff, services offered, and the specific office managing this project. Confirm a current North Carolina General Contractor License with an unlimited license limitation under N.C. Gen. Stat. § 87-10 (provide license number and limitation) and authorization to do business in North Carolina.

3. Company CMAR Experience

Examples of CMAR projects completed within the last five (5) years by the performing office. Do NOT include projects completed by personnel while at another firm. Include: project name, owner, location, type, value, initial and final GMP, completion dates, change order percentage, and owner reference contact.

4. Relevant Project Type Experience

Experience examples of **Public Safety** projects from the performing office. Minimum five (5) projects. Include client name, description, dates, delivery method, final cost, and current owner contact. Last five (5) years only; no projects from prior employment.

5. Proposed Project Team

Names, roles, and firm tenure for: Project Executive, Project Manager, Superintendent, Lead Estimator, and Scheduler. Indicate staff availability and current commitments. Provide a project organizational chart including subconsultants. Maximum one-page resume per key team member.

6. SLBE Certification & Outreach

Describe the firm's outreach program for SLBE participation, particularly local firms. The City of Fayetteville carries a goal of **40%** SLBE participation. Provide certification documentation and actual participation on three (3) most recent comparable CMAR projects.

7. Project Quality & Safety Record

Current EMR and OSHA recordable rates for the past three (3) years. Example site-specific safety plan. Approach to timeliness and quality control.

8. Financial Stability

(Submitted in a separately sealed envelope marked “**CONFIDENTIAL – DO NOT RELEASE PUBLICLY**” – excluded from the page count.) Attach an original letter from a surety company licensed in North Carolina verifying the firm's bonding capacity adequate for this project. **Note: Performance and Payment Bonds naming the City of Fayetteville as obligee are NOT required at SOQ submission; they are due within ten (10) days of GMP Amendment execution.**

6.2 Format Requirements

- SOQ package shall not exceed **30** pages (front and back = two pages). Cover letter, Table of Contents, section dividers, and one-page resumes are excluded from the page count.
- Submit a minimum of **5** hard copies printed on post-consumer recycled paper (at least 30%) and one (1) electronic copy (USB drive), clearly marked:
“City of Fayetteville RFQ for 911 Call Center – CMAR”
- SOQs must be received by **November 17, 2026 at 2:00 PM ET** at:
Kimberly Toon, Procurement Manager
City of Fayetteville – City Hall
433 Hay Street, Fayetteville, NC 28301

6.3 Submittal Checklist

Include this completed checklist as the first page of the SOQ submission package. SOQs submitted without this checklist may be deemed non-responsive.

✓	Required Submittal Item	Required?
	Cover Letter (signed, firm letterhead)	Yes
	Company General Profile (history, structure, NC license number, authorization)	Yes
	Company CMAR Experience – last five (5) years from the performing office	Yes
	Relevant Project Type Experience – minimum five (5) projects from the performing office	Yes
	Proposed Project Team & Organizational Chart	Yes
	Team Member Resumes (1-page max per member; excluded from page count)	Yes
	SLBE Certification & Outreach Plan	Yes
	Project Quality & Safety Record (EMR, OSHA rates, safety plan example)	Yes
	Financial Stability / Surety Bonding Capacity Letter (separate sealed “Confidential” envelope)	Yes

SECTION 7 – QUESTIONS, ADDENDA & COMMUNICATIONS

7.1 Questions

All questions must be submitted in writing by email to Kimberly Toon, Procurement Manager, at COFBiddingQuestions@FayettevilleNC.gov, no later than **October 22, 2026 at 5:00 PM ET**.

Firms are expressly prohibited from contacting any City of Fayetteville official or employee associated with this RFQ except as specified above. Violation is grounds for immediate disqualification.

7.2 Addenda

Any changes or clarifications will be issued as written addenda posted to <https://www.fayettevillenc.gov/City-Departments/Finance/Purchasing/Bid-Opportunities>. It is the sole responsibility of each firm to monitor this site. Failure to acknowledge all issued addenda may render the submittal non-responsive.

SECTION 8 – CONTRACT REQUIREMENTS, BONDS & INSURANCE

8.1 Contract Form

The selected CMAR will execute the City of Fayetteville's standard Construction Manager at Risk Agreement covering Pre-Construction Services and Construction Services under a single GMP Amendment. The contract template is subject to change; the City reserves the right to modify contract terms prior to execution. A draft CMAR contract is attached as Appendix B for reference.

8.2 GMP Amendment & Bonds

This project uses a single GMP Amendment. Commencement of Construction Services is contingent upon City Council approval of the GMP and execution of the GMP Amendment.

Within **ten (10) days** of executing the GMP Amendment, the selected CMAR shall deliver to the City Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the GMP, **naming the City of Fayetteville as obligee**, executed by a surety company authorized to do business in North Carolina. Bond forms shall conform to N.C. General Statutes § 44A-33.

Performance and Payment Bonds are NOT required at the time of SOQ submission. Evidence of bonding capacity (surety letter) is required per Section 6.1(8).

8.3 Insurance Requirements

The selected CMAR and all subcontractors shall maintain insurance as required by applicable North Carolina law and as specified in the CMAR contract. All policies shall be issued by companies authorized to do business in North Carolina with an A.M. Best rating of A-VI or better. Minimum required coverages:

- **Commercial General Liability:** \$2,000,000 per occurrence / \$5,000,000 aggregate.
- **Commercial Automobile Liability:** \$1,000,000 per occurrence.
- **Workers' Compensation Liability:** \$1,000,000 as required by North Carolina Law.
- **Professional Liability:** \$5,000,000 per occurrence and aggregate.
- **Pollution Legal Liability:** \$5,000,000 per occurrence and aggregate.
- **Umbrella/Excess Liability:** \$25,000,000 per occurrence and aggregate.
- **Builder's Risk (Construction Phase):** All-risk coverage for the full completed project value.

SECTION 9 – TERMS & CONDITIONS

9.1 General Conditions

- **The CMAR contract template attached as Appendix B is a draft and is subject to change.** The City reserves the right to modify contract terms prior to final execution. The final contract must be approved by City Council.

9.2 Conflicts of Interest & Ethics

(a) Statutory prohibitions. No City officer or employee who is involved in making or administering this contract may derive a direct benefit from it, and no such person may solicit or receive any gift, favor, reward, service, or promise of future employment in exchange for recommending, influencing, or attempting to influence the award of this contract. N.C. Gen. Stat. §§ 14-234 and 133-32. Violation is a Class 1 misdemeanor.

(b) Firm certification. By submitting a Statement of Qualifications, the submitting firm certifies that: (i) no City officer or employee, and no member of the immediate family of a City officer or employee, has a financial interest in the firm or in the outcome of this solicitation, except as disclosed in writing with the SOQ; (ii) the firm has not given, and will not give, any gift or favor prohibited by N.C. Gen. Stat. § 133-32 to any City officer or employee; and (iii) the SOQ was prepared independently and without collusion, consultation, or agreement with any other submitting firm as to content or the decision to submit.

(c) Organizational conflicts. The submitting firm shall disclose any current or prior business relationship with the Project Designer or any of its consultants; any ownership, parent, subsidiary, affiliate, or common-control relationship with a prospective first-tier subcontractor or supplier for this Project; and any engagement that would place the firm in a position of advising the City on a matter in which the firm holds a financial interest.

(d) Continuing obligation. The certifications and disclosures required by this Section are continuing representations. The firm shall notify the Procurement Manager in writing within ten (10) business days of any change.

(e) Effect of nondisclosure. Failure to make a required disclosure is grounds for rejection of the SOQ and, after award, for termination of the resulting contract for cause.

(f) City ethics policies. All submitting firms and their employees, agents, and subcontractors shall also comply with applicable City of Fayetteville ethics policies. Any actual or potential conflict of interest must be disclosed immediately.

(g) Required form. Each firm shall complete and submit the Conflict of Interest, Non-Collusion, and Ethics Certification in Appendix A.

9.3 Confidentiality & Public Records

All SOQs become the property of the City upon submission and are subject to the North Carolina Public Records Law (N.C. General Statutes § 132 et seq.) following the conclusion of the procurement process, except for information qualifying as a trade secret or other legally protected exemption.

9.4 Equal Opportunity

The City of Fayetteville is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by applicable law.

9.5 Applicable NC Law

The CMAR and all subcontractors shall comply with all applicable North Carolina statutes and local ordinances, including, but not limited to:

- ☐ **N.C. General Statutes § 143-64.31 et seq.** – Procurement of Architectural, Engineering, and Surveying Services (Mini-Brooks Act), governing qualifications-based selection.
- ☐ **N.C. General Statutes Chapter 143, Article 8** – Public Contracts.
- ☐ **N.C. General Statutes Chapter 87** – General Contractors Licensing Law.
- ☐ **N.C. General Statutes Chapter 133** – Public Works.
- ☐ **North Carolina State Building Code**, including all applicable building, accessibility, electrical, mechanical, plumbing, fire, and energy conservation codes.
- ☐ All applicable requirements of the **North Carolina Department of Labor (NCDOL)**, including occupational safety and health regulations.
- ☐ All applicable environmental regulations of the **North Carolina Department of Environmental Quality (NCDEQ)**.
- ☐ **N.C.G.S. § 143-128** – Separate specifications for public construction (single-prime/multiple-prime requirements and applicable exceptions).
- ☐ **N.C.G.S. § 143-128.1** – Construction management at risk contracts, including subcontractor prequalification, public advertisement and award of first-tier subcontracts, and the CMAR's fiduciary duty in handling and opening bids.
- ☐ **N.C.G.S. § 143-129** – Formal bidding requirements (where applicable to trade packages and procurement).
- ☐ **N.C.G.S. § 87-15** – Licensing requirements for contractors.
- ☐ N.C.G.S. § 143-135.8 – Prequalification of contractors and first-tier subcontractors.
- ☐ N.C.G.S. § 143-134.1 – Payment periods, interest on late payments, and retainage on public construction contracts.
- ☐ N.C.G.S. Chapter 44A, Article 3 – Payment and performance bonds on public construction contracts.
- ☐ N.C.G.S. Chapter 22C – Prompt payment to subcontractors.
- ☐ N.C.G.S. Chapter 87, Article 8A – Underground Damage Prevention (utility locates), as rewritten by S.L. 2025-21.
- ☐ All applicable City of Fayetteville ordinances, policies, permitting requirements, and development regulations.
- ☐ Any other applicable federal, state, or local laws governing public construction, procurement, employment, licensing, safety, environmental protection, and nondiscrimination.

9.6 Protest Procedures

Any firm wishing to protest this procurement shall submit a written protest to Kimberly Toon, Procurement Manager, City of Fayetteville, 433 Hay Street, Fayetteville, NC 28301, within **five**

(5) business days of the basis for the protest becoming known. Protests shall be processed in accordance with the City's adopted procurement procedures and applicable state law.

SECTION 10 – CONTACT INFORMATION & ISSUING AUTHORITY

10.1 Procurement Contact

Procurement Manager:	Kimberly Toon, Procurement Manager
Municipality:	City of Fayetteville, North Carolina
Mailing Address:	City Hall, 433 Hay Street, Fayetteville, NC 28301
Email:	KimberlyToon@FayettevilleNC.gov
Phone:	(910) 433-1942
Bid Opportunities:	https://www.fayettevillenc.gov/City-Departments/Finance/Purchasing/Bid-Opportunities

APPENDIX A

REFERENCE FORMS

Three (3) Reference Forms are provided below. Submitting firms shall complete one form per reference project and include completed forms in their SOQ package. Reference forms are excluded from the SOQ page count.

REFERENCE FORM 1 OF 3

City of Fayetteville – CMAR Request for Qualifications

Instructions: Complete one form per reference project. Reference contacts may be contacted by the Selection Committee to verify information. This form may be submitted with the SOQ package and is excluded from the page count.

SECTION A – SUBMITTING FIRM INFORMATION	
Firm Name:	
Office Location (City, State):	
Contact Person for this SOQ:	
Contact Phone:	
Contact Email:	
SECTION B – REFERENCE PROJECT INFORMATION	
Project Name:	
Project Type / Facility:	
Project Location (City, State):	
Owner / Client Name:	
Delivery Method:	
Initial GMP Amount (\$):	
Final Contract Amount (\$):	
Change Order % of GMP:	
Required Substantial Completion:	
Actual Substantial Completion:	
Brief Project Description:	

CMAR's Role on Project:	
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SECTION C – OWNER / CLIENT REFERENCE CONTACT

Note: The reference contact must be an Owner/Client representative with direct knowledge of the CMAR's performance. Do not list CMAR personnel as references.

Reference Name:	
------------------------	--

Title / Organization:	
------------------------------	--

Phone Number:	
----------------------	--

Email Address:	
-----------------------	--

Best Time to Contact:	
------------------------------	--

SECTION D – PERFORMANCE RATINGS (Owner to Complete, if Pre-Distributed)

Rate the CMAR's performance (1 = Poor, 5 = Excellent):

Schedule adherence: 1 2 3 4 5

Budget management: 1 2 3 4 5

Quality of work: 1 2 3 4 5

Communication / responsiveness: 1 2 3 4 5

Would you hire this CMAR again? Yes / No / Maybe

Comments: _____

SECTION E – FIRM CERTIFICATION

I certify that the information provided on this form is accurate and complete to the best of my knowledge.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Firm Name: _____

REFERENCE FORM 2 OF 3

City of Fayetteville – CMAR Request for Qualifications

Instructions: Complete one form per reference project. Reference contacts may be contacted by the Selection Committee to verify information. This form may be submitted with the SOQ package and is excluded from the page count.

SECTION A – SUBMITTING FIRM INFORMATION	
Firm Name:	
Office Location (City, State):	
Contact Person for this SOQ:	
Contact Phone:	
Contact Email:	
SECTION B – REFERENCE PROJECT INFORMATION	
Project Name:	
Project Type / Facility:	
Project Location (City, State):	
Owner / Client Name:	
Delivery Method:	
Initial GMP Amount (\$):	
Final Contract Amount (\$):	
Change Order % of GMP:	
Required Substantial Completion:	
Actual Substantial Completion:	
Brief Project Description:	

CMAR's Role on Project:

SECTION C – OWNER / CLIENT REFERENCE CONTACT

Note: The reference contact must be an Owner/Client representative with direct knowledge of the CMAR's performance. Do not list CMAR personnel as references.

Reference Name:

Title / Organization:

Phone Number:

Email Address:

Best Time to Contact:

SECTION D – PERFORMANCE RATINGS (Owner to Complete, if Pre-Distributed)

Rate the CMAR's performance (1 = Poor, 5 = Excellent):

Schedule adherence: 1 2 3 4 5

Budget management: 1 2 3 4 5

Quality of work: 1 2 3 4 5

Communication / responsiveness: 1 2 3 4 5

Would you hire this CMAR again? Yes / No / Maybe

Comments: _____

SECTION E – FIRM CERTIFICATION

I certify that the information provided on this form is accurate and complete to the best of my knowledge.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Firm Name: _____

REFERENCE FORM 3 OF 3

City of Fayetteville – CMAR Request for Qualifications

Instructions: Complete one form per reference project. Reference contacts may be contacted by the Selection Committee to verify information. This form may be submitted with the SOQ package and is excluded from the page count.

SECTION A – SUBMITTING FIRM INFORMATION	
Firm Name:	
Office Location (City, State):	
Contact Person for this SOQ:	
Contact Phone:	
Contact Email:	
SECTION B – REFERENCE PROJECT INFORMATION	
Project Name:	
Project Type / Facility:	
Project Location (City, State):	
Owner / Client Name:	
Delivery Method:	
Initial GMP Amount (\$):	
Final Contract Amount (\$):	
Change Order % of GMP:	
Required Substantial Completion:	
Actual Substantial Completion:	
Brief Project Description:	

CMAR's Role on Project:

SECTION C – OWNER / CLIENT REFERENCE CONTACT

Note: The reference contact must be an Owner/Client representative with direct knowledge of the CMAR's performance. Do not list CMAR personnel as references.

Reference Name:

Title / Organization:

Phone Number:

Email Address:

Best Time to Contact:

SECTION D – PERFORMANCE RATINGS (Owner to Complete, if Pre-Distributed)

Rate the CMAR's performance (1 = Poor, 5 = Excellent):

Schedule adherence: 1 2 3 4 5

Budget management: 1 2 3 4 5

Quality of work: 1 2 3 4 5

Communication / responsiveness: 1 2 3 4 5

Would you hire this CMAR again? Yes / No / Maybe

Comments: _____

SECTION E – FIRM CERTIFICATION

I certify that the information provided on this form is accurate and complete to the best of my knowledge.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Firm Name: _____

CONFLICT OF INTEREST, NON-COLLUSION, AND ETHICS CERTIFICATION

City of Fayetteville – CMAR Request for Qualifications, RFQ No. COF1517015

Instructions: Complete this form, sign it through a person authorized to bind the firm, and include it in the SOQ package. This form is excluded from the SOQ page count. Failure to submit a completed form, or failure to make a required disclosure, may render the submittal non-responsive or the firm non-responsible.

Submitting Firm: _____

The undersigned, on behalf of the submitting firm, certifies as follows:

1. No City officer or employee, and no member of the immediate family of a City officer or employee, has a financial interest in the firm or in the outcome of this solicitation, except as disclosed below. N.C. Gen. Stat. § 14-234.
2. Neither the firm nor anyone acting on its behalf has given, offered, or promised any gift, favor, reward, service, or promise of future employment to any City officer or employee in connection with this solicitation. N.C. Gen. Stat. § 133-32.
3. This Statement of Qualifications was prepared independently and without collusion, consultation, or agreement with any other submitting firm as to content or the decision to submit.
4. The firm has disclosed below every current or prior business relationship with the Project Designer or any of its consultants, and every ownership, parent, subsidiary, affiliate, or common-control relationship with any prospective first-tier subcontractor or supplier for this Project.
5. The firm understands that these certifications are continuing representations and that it must notify the Procurement Manager in writing within ten (10) business days of any change.

Disclosures (attach additional pages if necessary):

Check one: ☐ No disclosures. ☐ Disclosures are stated above or attached.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

APPENDIX B – DRAFT CMAR CONTRACT

This draft contract is provided for informational purposes only and is subject to change. The City of Fayetteville reserves the right to modify contract terms prior to final execution. The final contract requires City Council approval.

CITY OF FAYETTEVILLE, NORTH CAROLINA**CONSTRUCTION MANAGER AT RISK CONTRACT****FOR PRE-CONSTRUCTION AND CONSTRUCTION SERVICES**

Project Name / Description:	_____
Site Address:	_____
City Department:	_____
CMAR Name:	_____
Pre-Construction Fee:	\$ _____
GMP (upon execution of GMP Amendment):	\$ _____
Funding Source:	2022 General Obligation Bond Proceeds / NC 911 State Fund / General Fund / Other
Davis-Bacon Act Applies:	Yes / No
Pre-Construction NTP Date:	_____
Projected GMP Amendment Date:	_____
Projected Substantial Completion:	_____

This Contract is made this _____ day of _____, 20_____

by and between: _____ (“Construction Manager at Risk” or “CMAR”) and **THE CITY OF FAYETTEVILLE** (“City” or “Owner”).

RECITALS

WHEREAS, the City issued a Request for Qualifications (“RFQ”) seeking a Construction Manager at Risk to provide professional construction management services during the design and construction of the Project; and

WHEREAS, the CMAR submitted a responsive Statement of Qualifications and was selected pursuant to N.C. Gen. Stat. § 143-64.31; and

WHEREAS, the City and CMAR desire to enter into this Contract to define their respective rights and obligations for pre-construction services and, contingent upon execution of a single GMP Amendment, for construction services;

NOW, THEREFORE, for the mutual covenants set forth herein, the City and CMAR agree as follows:

ARTICLE 1: DEFINITIONS

- 1.1** “City” or “Owner” means the City of Fayetteville, North Carolina. The Owner’s Representative is: _____.
- 1.2** “Construction Manager at Risk” or “CMAR” means the firm identified on the cover page, acting as the City’s fiduciary in handling and opening first-tier subcontractor bids pursuant to N.C. Gen. Stat. § 143-128.1(c).
- 1.3** “Project” means the total construction Work to be performed under this Contract as described in Attachment A.
- 1.4** “Project Designer” means the architect, engineer, or design professional(s) retained by the City to design the Project.
- 1.5** “Contract Documents” means this Contract, the RFQ and all attachments, the CMAR’s Proposal, the GMP Amendment, all Attachments hereto, and all executed written amendments and change orders.
- 1.6** “Construction Documents” means the drawings, specifications, and other instruments prepared by the Project Designer defining the scope of the Work.
- 1.7** “Pre-Construction Phase” means the period commencing upon execution of this Contract and concluding upon execution of the GMP Amendment, during which the CMAR provides pre-construction services as defined in Article 3.
- 1.8** “Construction Phase” means the period commencing upon execution of the GMP Amendment and concluding upon Final Completion, during which the CMAR performs construction services.
- 1.9** “GMP” or “Guaranteed Maximum Price” means the maximum total cost to the City for the Work, including Cost of the Work, CMAR-GMP Contingency, General Conditions (fixed lump sum), and CMAR Fee, established pursuant to Article 4.
- 1.10** “GMP Amendment” means the single formal written amendment to this Contract, executed by both parties and approved by City Council, that establishes the GMP, construction schedule, and bonds and authorizes commencement of the Construction Phase. There shall be one (1) GMP Amendment for this Project.
- 1.11** “Cost of the Work” means all costs properly allocable to the Project as defined in Article 6.
- 1.12** “Total Construction Budget” means the maximum amount approved by City Council inclusive of GMP, Owner’s Contingency, and all project-related costs.
- 1.13** “Subcontractor” means any general, mechanical, electrical, plumbing, or specialty contractor, supplier, or vendor with a direct contract with the CMAR for any portion of the Work.
- 1.14** “Substantial Completion” means the stage when the Work is sufficiently complete that the City can occupy and utilize the Project for its intended purpose, as certified by the Project Designer.
- 1.15** “Final Completion” means completion of all Work, satisfaction of all closeout requirements, and City acceptance.
- 1.16** “Change Order” means a written order signed by the CMAR, Project Designer, and City authorizing a change in Work, Contract Sum, or Contract Time after GMP Amendment execution.
- 1.17** “CMAR-GMP Contingency” means the contingency included within the GMP for CMAR’s use to cover unanticipated costs not resulting in a change to the GMP, as described in Article 6.
- 1.18** “Owner’s Contingency” means funds held by the City outside the GMP for Owner-directed scope changes and other costs not covered by the GMP.

1.19 “Cost Savings” means any amount by which the final approved GMP exceeds the sum of the actual Cost of the Work, the CMAR Fee, and the General Conditions lump sum, all of which is retained by the City pursuant to Article 6.3.

1.20 “General Conditions” means the fixed lump sum for direct on-site management, supervision, and field support costs during the Construction Phase, as described in Article 5.3.

1.21 “Pre-Construction Fee” means the fixed fee for Pre-Construction Phase services as set forth in Article 3.

1.22 “CMAR Fee” means the fixed fee for Construction Phase services as set forth in Article 5.

1.23 “Liquidated Damages” means the daily amount payable by the CMAR for each day of unexcused delay beyond required Substantial Completion, as set forth in Article 11.

1.24 “Key Personnel” means CMAR staff identified in Attachment C whose assignment requires City approval.

ARTICLE 2: GENERAL SCOPE AND CONTRACT STRUCTURE

2.1 This Contract is structured in two phases: Pre-Construction Services (Pre-Construction Phase) and Construction Services (Construction Phase). Pre-Construction Services commence upon Contract execution. Construction Services commence only upon execution of the single GMP Amendment. Both phases are governed by the terms set forth herein.

2.2 The CMAR shall act as the fiduciary of the City in handling and opening first-tier subcontractor bids as required by N.C. Gen. Stat. § 143-128.1(c), and shall otherwise act in the City’s best interests at all times as a matter of contract.

2.3 The CMAR shall collaborate with the City and Project Designer as an integrated Project Team from design through Final Completion. The City’s Owner’s Representative is the final decision-making authority on all Project Team disputes, subject to Article 22.

2.4 The City is not obligated to proceed to the Construction Phase. Execution of the GMP Amendment is entirely at the City’s discretion and subject to City Council approval of the GMP. If the City elects not to proceed, the CMAR’s sole entitlement shall be the Pre-Construction Fee for services performed.

2.5 The CMAR shall not perform any act that would constitute the practice of architecture, engineering, or other licensed professional service.

ARTICLE 3: PRE-CONSTRUCTION SERVICES

3.1 Scope of Pre-Construction Services. During the Pre-Construction Phase, the CMAR shall provide the following services at each design milestone:

3.1.1 Constructability Reviews. At each design milestone in Attachment B, the CMAR shall submit written constructability review comments within twenty-one (21) days of receipt of each milestone submission.

3.1.2 Cost Estimating. The CMAR shall prepare detailed independent cost estimates at Schematic Design (SD), Design Development (DD), and Construction Document (CD) milestones, organized by trade, CSI division, and anticipated subcontract package.

3.1.3 Schedule Development. The CMAR shall develop and maintain a master project schedule incorporating all pre-construction milestones, design review periods, subcontractor pre-qualification, bidding, and construction phases.

3.1.4 Subcontractor Pre-Qualification. No later than sixty (60) days before submission of the final GMP, the CMAR shall commence pre-qualification of first-tier subcontractors for all major trade packages.

3.1.5 Budget Validation Checkpoints. At each design milestone, the CMAR shall submit a written Budget Status Report certifying: current estimated cost; whether the estimate is within the Total Construction Budget; identified risks; and recommended adjustments if the estimate exceeds budget.

3.1.6 MWBE Outreach. The CMAR shall conduct outreach to MWBE subcontractors consistent with the City's goals established in Article 24.

3.2 Pre-Construction Deliverables

The specific deliverables, formats, and due dates for each milestone are set forth in Attachment B. The City shall accept or reject each deliverable in writing within fifteen (15) days of receipt. Deliverables not accepted shall be revised and resubmitted within ten (10) days.

3.3 Pre-Construction Fee

The City shall pay the CMAR a fixed Pre-Construction Fee of \$_____ for all Pre-Construction Phase services, inclusive of all home office costs, personnel, travel, and overhead. Invoices submitted by the 1st of each month shall be paid within forty-five (45) days, pursuant to N.C. Gen. Stat. § 143-134.1.

3.4 Additional Pre-Construction Services

If the City requests services beyond Section 3.1 scope, the parties shall negotiate compensation in writing before such services commence.

3.5 Key Personnel During Pre-Construction

Key Personnel identified in Attachment C shall be assigned throughout the Pre-Construction Phase. The CMAR shall not reassign Key Personnel without the City's prior written consent. Replacement of Key Personnel requires thirty (30) days written notice and City approval of a proposed replacement of equal or greater qualifications.

3.6 Phase Transition Checkpoint

Before submission of the final GMP, the CMAR shall certify in writing: (a) all Pre-Construction Phase deliverables in Attachment B are complete and accepted; (b) no known unresolved claims from the Pre-Construction Phase; (c) the GMP represents the CMAR's best complete good-faith estimate; (d) subcontractor pre-qualification is complete; and (e) all Key Personnel for the Construction Phase are identified and available.

3.7 Pre-Construction Phase Termination

The City may terminate the Pre-Construction Phase at any time for any reason upon written notice. Upon termination: (a) the CMAR's sole entitlement is the pro-rata Pre-Construction Fee for services performed and accepted, plus documented direct wind-down costs; and (b) the CMAR shall deliver all work product, cost estimates, schedule data, subcontractor pre-

qualification files, and project documents to the City.

3.8 Transition to Construction Phase

The Pre-Construction Phase shall conclude and the Construction Phase shall commence upon the City's execution of the GMP Amendment. The GMP Amendment shall not be executed until: (a) the CMAR has submitted and the City has reviewed the final GMP; (b) City Council has approved the GMP; (c) the CMAR has delivered Performance and Payment Bonds naming the City of Fayetteville as obligee within ten (10) days of executing the GMP Amendment; and (d) all required insurance certificates have been approved by the City.

ARTICLE 4: GMP DEVELOPMENT AND APPROVAL PROCESS

4.1 GMP Submission

Following approval of the final Construction Documents, the CMAR shall develop and submit a single Guaranteed Maximum Price for the entire Project. The GMP submission shall include: (a) a complete list of all Construction Documents forming the GMP basis; (b) a detailed cost breakdown by trade, CSI division, and subcontract package; (c) a basis-of-estimate narrative; (d) a list of identified scope gaps and design allowances; (e) the proposed CMAR-GMP Contingency; (f) the fixed CMAR Fee; (g) the proposed General Conditions fixed lump sum, itemized by category; (h) any pre-bid certified bid tabulations; (i) a Construction Phase schedule; and (j) the proposed Performance and Payment Bond amounts.

4.2 City's Review Period

The City, with assistance from the Project Designer, shall have thirty (30) days following receipt of the complete GMP submission to review, accept, reject, or request revision.

4.3 GMP Negotiation

If the GMP exceeds the Total Construction Budget or the City identifies concerns, the parties shall negotiate in good faith. The CMAR shall work with the City and Project Designer to identify scope adjustments or value engineering without additional compensation.

4.4 City's Right to Reject

If the parties cannot reach GMP agreement within forty-five (45) days of the City's initial rejection, either party may terminate this Contract. Upon termination, the CMAR receives the pro-rata Pre-Construction Fee for services performed but has no further entitlement.

4.5 GMP Amendment

Upon City Council approval, the parties shall execute the GMP Amendment (Attachment D). The GMP Amendment shall: (a) identify the approved GMP amount; (b) incorporate the construction schedule; (c) confirm the fixed CMAR Fee, General Conditions lump sum, and CMAR-GMP Contingency; (d) establish Substantial Completion and Final Completion dates; (e) set Liquidated Damages per Article 11; and (f) list all Construction Documents forming the GMP basis.

4.6 Bonds Upon GMP Execution

Within ten (10) days of executing the GMP Amendment, the CMAR shall deliver to the City Performance and Payment Bonds each in the amount of one hundred percent (100%) of the GMP, naming the City of Fayetteville as obligee, executed by a surety company authorized to do business in North Carolina with an A.M. Best rating of A- or better. Bond forms shall conform to N.C. Gen. Stat. § 44A-33.

4.7 GMP Adjustment

The GMP shall be adjusted only by duly executed Change Order. No adjustment shall be made for conflicts that the CMAR, in the exercise of professional construction management judgment, should have identified during pre-construction constructability reviews. Such costs shall be addressed through the CMAR-GMP Contingency.

ARTICLE 5: CMAR FEE AND GENERAL CONDITIONS

5.1 CMAR Fee

The CMAR Fee for Construction Phase services shall not exceed 3% of the Cost of the Work and CMAR-GMP Contingency, as established in the GMP Amendment. The CMAR Fee is inclusive of all home office costs, officers' compensation, home office support staff, overhead, and profit. Upon execution of the GMP Amendment, the CMAR Fee shall be converted to a fixed lump sum included in the GMP.

5.2 General Conditions – Fixed Lump Sum

The General Conditions shall be established as a fixed lump sum amount in the GMP Amendment. The CMAR shall receive the General Conditions lump sum regardless of actual General Conditions costs incurred, provided the CMAR performs all required on-site management and field support services. General Conditions shall include, but not be limited to:

- Mobilization and demobilization
- On-site field personnel directly and full-time assigned to the Project (Project Manager, Superintendent(s), Project Engineer(s), Field Administrative Staff)
- Temporary facilities, field offices, and utilities
- Safety program, safety materials, and on-site safety personnel
- Site security and daily cleanup
- Surveys and layout services; progress photography
- Performance and Payment Bonds
- Project-specific liability insurance and Builder's Risk Insurance
- Permits (fees paid directly by City unless directed otherwise)
- Close-out and demobilization

General Conditions shall not include any home office costs or items included in the CMAR Fee. The General Conditions lump sum shall not be adjusted except by Owner-directed Change Order extending the construction duration.

5.3 General Conditions Savings

Because General Conditions are a fixed lump sum, the CMAR shall be paid the full lump sum upon complete performance of the required on-site management and field support services, regardless of the CMAR's actual General Conditions costs. There is no shared-savings allocation under this Contract (see Article 6.3).

5.4 Retainage on Fee

No retainage shall be withheld on the CMAR Fee, General Conditions lump sum, bonds, or insurance. Retainage as described in Article 16 applies only to Cost of the Work (subcontract costs).

ARTICLE 6: CONTINGENCY AND COST SAVINGS

6.1 Owner's Construction Contingency

The City shall maintain an Owner's Construction Contingency outside the GMP, funded one hundred percent (100%) by the City, for: (a) Owner-directed scope changes; (b) design errors not reasonably detectable during pre-construction review; and (c) other Owner-initiated costs. Expenditure requires written authorization from the Owner's Representative and shall be processed as a Change Order. The CMAR shall have no claim to, or interest in, any unexpended portion of the Owner's Construction Contingency, which shall be retained solely by the City.

6.2 CMAR-GMP Contingency

The GMP shall include a CMAR-GMP Contingency established at a target of three percent (3.0%) of the Cost of the Work and General Conditions lump sum and in no event exceeding four percent (4.0%) of that amount, for unanticipated costs not constituting Owner-directed changes. The CMAR-GMP Contingency may be applied to Cost of the Work items without a formal Change Order, provided the CMAR notifies the City and Project Designer in writing prior to each application. Cost overruns in excess of the CMAR-GMP Contingency shall be borne solely by the CMAR.

6.3 Cost Savings Retained by the City

The City's funding for this Project includes North Carolina 911 Fund proceeds, which may be used only to pay actual, eligible Project costs and may not be distributed to the CMAR as shared savings, an incentive, a bonus, or any similar payment. Accordingly, there shall be no shared-savings allocation under this Agreement. Upon Final Completion, any amount by which the final approved GMP exceeds the sum of the actual Cost of the Work, the CMAR Fee, and the General Conditions lump sum ("Cost Savings") shall be retained solely by the City. The CMAR shall have no claim to, or interest in, any Cost Savings.

The CMAR's total compensation under this Agreement is limited to the actual Cost of the Work properly incurred, plus the CMAR Fee and the fixed General Conditions lump sum, and in no event shall exceed the GMP. Final payment is subject to: (a) Substantial Completion achieved on or before the required date; (b) no unresolved warranty claims; (c) no open Change Order disputes or outstanding City claims; (d) all closeout requirements satisfied; and (e) the City's final audit confirming actual cost figures.

6.4 Unused CMAR-GMP Contingency

The unused CMAR-GMP Contingency is not subject to any savings split. Upon Final Completion, one hundred percent (100%) of the unused CMAR-GMP Contingency shall be retained by the City. The CMAR shall have no claim to, or interest in, any unexpended portion of the CMAR-GMP Contingency.

ARTICLE 7: SUBCONTRACTS AND SUBCONTRACTORS

7.1 The CMAR shall publicly advertise all subcontract packages as required by N.C. Gen. Stat. § 143-128.1(c), which directs public advertisement in the manner prescribed by N.C. Gen. Stat. § 143-129. Separate bid packages shall be prepared for general construction, electrical, mechanical, plumbing, and fire protection. All bids shall be opened publicly and shall constitute public records under N.C. Gen. Stat. Chapter 132.

7.2 The CMAR shall award each subcontract to the lowest responsible, responsive bidder. Prior to award, the CMAR shall submit certified bid tabulations, copies of all bids, SLBE utilization documentation, and the CMAR's written recommendation. No award shall be made without the City's written concurrence.

7.3 The CMAR may perform a portion of the Work only if both conditions in N.C. Gen. Stat. § 143-128.1(c) are satisfied: (a) bidding produces no responsible, responsive bidder for that portion of the Work, the lowest responsible, responsive bidder will not execute a contract for the bid portion of the Work, or a Subcontractor defaults and a prequalified replacement cannot be obtained in a timely manner; and (b) the City approves the CMAR's performance of that Work in writing. Self-performance exceeding \$100,000 on any single package additionally requires City Council approval.

7.4 The CMAR shall require Performance and Payment Bonds from each Subcontractor for subcontracts exceeding \$300,000, or as otherwise required by the City.

7.5 Subcontractor Flow-Down Requirements. All Subcontractors shall be bound to the CMAR by subcontract terms consistent with and incorporating all applicable Contract Document obligations. The CMAR shall include in each and every subcontract the following flow-down provisions:

- **Flow-Down of Contract Obligations.** Each subcontract shall incorporate by reference and flow down to the Subcontractor all applicable obligations, requirements, and restrictions of this Contract, including all terms of the GMP Amendment, City's right to inspect and audit Subcontractor records, quality control requirements, safety requirements, warranty obligations, and indemnification requirements.
- **City's Right to Inspect and Audit.** The City and authorized representatives shall have the right to inspect, audit, and copy any books, records, invoices, payroll records, and other data maintained by Subcontractors in connection with the Work, at any time during and for five (5) years after Final Completion.
- **SLBE Requirements.** Each subcontract shall require the Subcontractor to comply with all applicable Small Local Business Enterprise participation requirements, reporting obligations, and E-Verify requirements as set forth in this Contract and City policy.
- **Prompt Payment.** The CMAR shall pay each Subcontractor within seven (7) days of the CMAR's receipt of payment from the City for that Subcontractor's work, pursuant to N.C. Gen. Stat. § 143-134.1. Retainage withheld from Subcontractors shall not exceed the retainage withheld by the City on account of that Subcontractor's work. Interest on late payments accrues at twelve percent (12%) per annum from the eighth day.
- **Safety and Environmental Compliance.** Each subcontract shall require the Subcontractor to comply with all applicable OSHA regulations, N.C. Department of Labor requirements, and the CMAR's site safety plan.
- **Warranty Flow-Down.** Each subcontract shall require the Subcontractor to provide a minimum twelve (12) month warranty on all materials and workmanship from the date of Substantial Completion, with extended warranties as required by the Construction Documents.
- **North Carolina Statutory Compliance.** Each subcontract shall require the Subcontractor to comply with all applicable North Carolina statutes, including contractor licensing, lien law, workers' compensation, E-Verify (N.C. Gen. Stat. Chapter 64, Article 2), and environmental regulations.

- **Insurance Requirements.** Each Subcontractor shall maintain Commercial General Liability of at least \$2,000,000 per occurrence / \$5,000,000 aggregate, Commercial Auto of \$1,000,000, and Workers' Compensation as required by law. The City of Fayetteville shall be named as an additional insured on each Subcontractor's CGL policy.

- **Contingent Assignment of Subcontracts.** Each subcontract is hereby conditionally assigned to the City, becoming effective only upon termination of this Contract by the City for cause and the City's written acceptance, subject to prior rights of the surety.
- **No Damages for Delay.** Each subcontract shall include appropriate limitations on damages for delay consistent with this Contract.
- **City's Right to Approve Changes.** No subcontract shall be materially modified or terminated by the CMAR without City approval where such modification or termination affects the GMP, Contract Time, or quality of the Work.
- **Non-Disclosure.** Subcontractors shall treat all City data, designs, plans, and project information as confidential and shall not disclose such information to third parties without the City's prior written consent.

7.6 Upon completion of all Subcontractor contracts, the CMAR shall deliver to the City copies of all subcontracts, lien waivers, and affidavits from Subcontractors confirming full payment.

7.7 Subcontractor Prequalification. The CMAR shall prequalify and accept bids from first-tier Subcontractors for all construction Work in accordance with N.C. Gen. Stat. § 143-128.1(c), using the prequalification process determined by the City under N.C. Gen. Stat. § 143-135.8. The City and the CMAR shall jointly develop the assessment tool and criteria for this Project, which shall include the prequalification scoring values and the minimum score required for prequalification. The assessment tool, criteria, scoring values, and minimum required score shall be established and made available to prospective Subcontractors before any trade package is advertised. A Subcontractor denied prequalification shall be given written notice of the reasons and an opportunity to respond as provided in the City's prequalification policy.

ARTICLE 8: KEY PERSONNEL AND CONDUCT

8.1 Key Personnel identified in Attachment C shall be assigned for the duration of specified phases. The CMAR shall not reassign, replace, or remove Key Personnel without the City's prior written consent. Replacement requires thirty (30) days advance notice and City approval.

8.2 The City may require the CMAR to remove any employee or Subcontractor employee from the Project for incompetence, carelessness, unsafe practices, or misconduct within forty-eight (48) hours of written notice.

8.3 The CMAR, employees, Subcontractors, and their employees shall comply with all City conduct standards, including: no firearms or explosives on City property; no use of alcohol or controlled substances; no smoking in tobacco-free areas; no solicitation on City property.

ARTICLE 9: TECHNOLOGY, DATA, AND PROJECT MANAGEMENT SYSTEMS

9.1 The CMAR shall use a City-approved project management platform (such as Procore) for document management, RFI tracking, submittal logging, change order management, and schedule maintenance. All project data is the property of the City. The CMAR shall configure all platforms to allow City real-time read access throughout the Project.

9.2 Upon Final Completion or earlier termination, the CMAR shall provide the City with a complete export of all project data within thirty (30) days and shall maintain all project records for a minimum of five (5) years after Final Completion.

ARTICLE 10: INSURANCE REQUIREMENTS

The CMAR shall procure and maintain the following insurance from companies authorized in North Carolina with an A.M. Best rating of A-VI or higher. All policies shall contain a waiver of subrogation in favor of the City and designate the City of Fayetteville as an additional insured (except Workers' Compensation). All policies shall be primary and non-contributing. The CMAR shall provide thirty (30) days advance written notice of cancellation or material change.

10.1 COMMERCIAL GENERAL LIABILITY: \$2,000,000 per occurrence / \$5,000,000 aggregate, including products and completed operations maintained for six (6) years after Final Completion.

10.2 COMMERCIAL AUTOMOBILE LIABILITY: covering vehicles owned, and non-owned vehicles used by the Construction Manager with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

10.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY: Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one Million Dollars (\$1,000,000) policy limit.

10.4 PROFESSIONAL LIABILITY (PRE-CONSTRUCTION PHASE): covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate, with six (6) year extended reporting period.

10.5 POLLUTION LEGAL LIABILITY: \$5,000,000 per occurrence and aggregate.

10.6 UMBRELLA/EXCESS LIABILITY: Twenty-Five Million Dollars (\$25,000,000) per occurrence and aggregate, following form of underlying policies.

10.7 BUILDER'S RISK (CONSTRUCTION PHASE): Unless otherwise specified in the solicitation or Contract Documents, the Contractor shall procure and maintain Builder's Risk insurance when required by the City. Builder's Risk shall be required for new construction, building additions or expansions, major renovations, and other projects where the City determines there is a significant risk of loss or damage to the Work. For minor renovations, repairs, routine maintenance, demolition-only work, or other lower-risk activities, Builder's Risk shall be required only when specifically identified by the City.

- **Coverage Amount.** When Builder's Risk is required, coverage shall be written on a replacement-cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the Work, unless a different amount is stated in the Contract Documents or approved in writing by the City.
- **Coverage Form and Property Covered.** Coverage shall be written on a Special Form (all-risk) basis, subject to standard market exclusions, and shall include the Work in progress and materials and equipment intended for incorporation into the Work.

Coverage shall apply, as applicable, while covered property is located at the Project site, temporarily stored off-site, or in transit.

- **Insurance Carrier Rating.** Builder's Risk insurance shall be provided by an insurance carrier with a minimum A rating.
- **Additional Perils and Project-Specific Coverage.** Coverage shall include flood, windstorm, water intrusion, and temporary structures, earthquake, and earth movement, where commercially available. The City reserves the right to require soft-cost, delay-in-completion, or other project-specific coverage when warranted by the Project's size, location, financing, operational requirements, or risk characteristics.
- **Existing City-Owned Structures.** For renovations or additions involving an existing City-owned structure, the City shall determine whether existing-property coverage is required. If required, the minimum limit shall be equal to the estimated replacement value of the affected structure or such other amount stated in the Contract Documents.
- **Insured Parties.** The City, Contractor, and applicable subcontractors shall be included as Named Insureds, Additional Named Insureds, or Loss Payees, as appropriate to the policy form and the respective interests of the parties.
- **Deductibles.** The Contractor shall be responsible for applicable deductibles unless otherwise stated in the Contract Documents. Deductibles exceeding \$25,000, or another amount established by the City, shall require prior written approval by the City.
- **Waiver of Subrogation.** A waiver of subrogation in favor of the City shall be provided to the extent available and permitted by the applicable policy.
- **Evidence and Duration of Coverage.** Evidence of Builder's Risk coverage shall be provided prior to commencement of Work or delivery of materials to the Project site. Coverage shall remain in effect until Substantial Completion and acceptance of the Work by the City, unless otherwise approved in writing by the City.
- **City Adjustment.** The City reserves the right, based on the specific scope, value, location, and risk characteristics of a Project, to require Builder's Risk coverage where it would otherwise not be required, waive the requirement where appropriate, permit the City or another party to place the coverage, or establish additional or different coverage requirements in the solicitation or Contract Documents.

ARTICLE 11: TIME OF COMPLETION AND LIQUIDATED DAMAGES

11.1 The Construction Phase schedule and all milestones are established in the GMP Amendment. Time is of the essence.

11.2 Extensions of Time may be granted for: (a) acts or omissions of the City or Project Designer; (b) Owner-directed changes; (c) unusually severe weather not reasonably anticipated (based on 20-year NOAA average); (d) force majeure events; (e) labor disputes at the Project site beyond CMAR's control; or (f) government-ordered work stoppages. Time extension requests must be submitted in writing within twenty-one (21) days of the delay event. Failure to provide timely notice constitutes a waiver.

11.3 Liquidated Damages. If the CMAR fails to achieve Substantial Completion by the required date, the CMAR shall pay the City \$4000 per calendar day for each day beyond the required completion date. The CMAR shall not use the CMAR-GMP Contingency to pay liquidated damages.

ARTICLE 12: CONSTRUCTION SUPERVISION AND SCHEDULE

12.1 The CMAR shall maintain full-time on-site staff adequate to coordinate and supervise all subcontractor work throughout the Construction Phase.

12.2 Within fifteen (15) days of the Construction Phase Notice to Proceed, the CMAR shall submit a detailed CPM schedule using Primavera P6, Microsoft Project, or City-approved equivalent, showing all activities, critical path, major milestones, long-lead procurement, required submittals, and inspection dates.

12.3 The CMAR shall submit an updated schedule monthly with each pay application and shall conduct weekly progress meetings at the Project site, distributing minutes within three (3) business days.

12.4 Underground Damage Prevention. Before any excavation or demolition, the CMAR shall comply with N.C. Gen. Stat. Chapter 87, Article 8A, including notice to the Notification Center, marking of the proposed area of excavation, receipt of a positive response for each affected operator, hand exposure of facilities within the tolerance zone, and maintenance of marks throughout the Work. The CMAR shall immediately notify the affected operator and the City of any contact with or damage to an underground facility, and shall bear the cost of repair of any damage caused by its failure to comply. This obligation flows down to every Subcontractor performing excavation or demolition.

ARTICLE 13: SUBMITTALS, SHOP DRAWINGS, AND RFIs

13.1 The CMAR shall review and stamp all shop drawings and submittals before forwarding to the Project Designer. The Project Designer shall be allowed fifteen (15) business days to review properly submitted and complete submittals.

13.2 The CMAR shall maintain an RFI log and submit an aging report at each weekly progress meeting. RFIs with cost or time impact shall be immediately communicated to the City.

ARTICLE 14: WARRANTY AND GUARANTEE

14.1 The CMAR unconditionally warrants all Work is free from defects in materials and workmanship and conforms to the Contract Documents for twelve (12) months from the date of Substantial Completion.

14.2 Warranty Response Times: (a) Life-Safety / Emergency Failures: respond within twenty-four (24) hours, commence corrective work immediately; (b) Significant Operational Failures: respond within seventy-two (72) hours, commence corrective work within seven (7) days; (c) Non-Urgent Defects: respond within five (5) business days, complete corrective work within thirty (30) days.

14.3 If the CMAR fails to respond within the timeframes above, the City may perform corrective work and charge the CMAR for all costs plus a fifteen percent (15%) administrative surcharge.

ARTICLE 15: SUBSTANTIAL COMPLETION AND PROJECT CLOSEOUT

15.1 Prior to Final Completion, the CMAR shall deliver to the City: (a) As-Built Drawings in CAD and PDF format; (b) O&M Manuals (3 hard copies + electronic); (c) minimum four (4) hours of hands-on training for City personnel; (d) all keys and access devices; (e) specified spare parts and attic stock; (f) Warranty Matrix; (g) final lien waivers from all Subcontractors; (h) notarized payment affidavit; (i) Certificates of Occupancy; (j) final SLBE utilization report; and (k) Consent of Surety to Final Payment.

ARTICLE 16: PAYMENT PROCEDURES

16.1 The CMAR shall submit Applications for Payment by the 21st of each month, including: updated Schedule of Values; NC Sales Tax Affidavit; waivers of lien from Subcontractors; SLBE utilization report; updated CPM schedule; and all other required documentation.

16.2 The City shall make payment within forty-five (45) days pursuant to N.C. Gen. Stat. § 143-134.1. Interest shall accrue on late payments at twelve percent (12%) per annum.

16.3 Retainage. The City shall retain five percent (5%) of each progress payment attributable to Cost of the Work (subcontract costs). No retainage shall be held on the CMAR Fee, General Conditions lump sum, insurance, or bonds. Retainage shall be administered in accordance with N.C. Gen. Stat. § 143-134.1. The City may retain up to five percent (5%) until the Project is fifty percent (50%) complete; thereafter, if the CMAR's performance is satisfactory, no additional retainage shall be withheld. The City shall release retainage on a line-item basis for any early-finishing trade that completes one hundred percent (100%) of its Work before the Project is fifty percent (50%) complete. Upon Substantial Completion or beneficial occupancy, the City shall release all remaining retainage except an amount not to exceed two and one-half (2.5) times the value of the remaining Work.

16.4 Final Payment. Final payment shall be made within forty-five (45) days after Final Completion, receipt of all closeout documentation, the City's final audit, and confirmation of the final Cost of the Work and any Cost Savings retained by the City under Article 6.3.

16.5 Open-Book Audits. The City may conduct open-book audits of General Conditions costs, CMAR-GMP Contingency expenditures, and Cost of the Work at any time. The CMAR shall provide access to all relevant cost records within five (5) business days.

ARTICLE 17: CHANGES IN THE WORK

17.1 No changes shall be performed without written authorization from the City. Pricing Methods: (a) lump sum preferred; (b) unit prices; (c) cost plus a maximum mark-up of fifteen percent (15%) for CMAR's own work and fifteen percent (15%) by Subcontractors plus ten percent (10%) by the CMAR on Subcontractor costs.

17.2 In the absence of Change Order agreement, the City may issue a Construction Change Directive (CCD). The CMAR shall proceed with CCD work while reserving rights to claim an equitable adjustment under Article 22.

17.3 Deductive Change Orders: the CMAR shall deduct no less than five percent (5%) profit (but no overhead) for Subcontractors. All subcontract savings from scope reductions revert to the City in full.

ARTICLE 18: QUALITY CONTROL AND INSPECTIONS

18.1 The CMAR shall establish and maintain a formal Quality Control Program approved by the City and Project Designer before construction commences. The City and its representatives shall have access to the Work at all times for inspection. No Work required to be inspected shall

be covered without required inspection and approval.

ARTICLE 19: SUSPENSION OF WORK

19.1 The City may suspend all or any portion of the Work by written notice. If suspension not caused by the CMAR's fault exceeds thirty (30) consecutive days, the CMAR may be entitled to a Change Order adjusting the GMP and Contract Time.

ARTICLE 20: TERMINATION FOR CONVENIENCE

20.1 The City may terminate this Contract, in whole or in part, at any time for its convenience upon not less than ten (10) days written notice. Upon termination for convenience, the CMAR shall be entitled to payment for: all Work completed and accepted; irrevocably committed materials; documented demobilization costs; subcontract settlement costs; and reasonable profit on Work performed but not on unperformed work.

ARTICLE 21: TERMINATION FOR CAUSE

21.1 The City may terminate for cause if the CMAR: (a) fails to maintain adequate progress; (b) abandons the Work; (c) fails to comply with any material term; (d) becomes insolvent or bankrupt; or (e) anticipatorily repudiates its obligations. Before terminating, the City shall provide written notice with a ten (10) calendar day cure period.

21.2 If it is later determined the termination for cause was improper, it shall be converted to a Termination for Convenience, and the CMAR's sole remedy shall be payment under Article 20.

ARTICLE 22: CLAIMS AND DISPUTE RESOLUTION

22.1 Claims Notice. Any claim for adjustment of the GMP or Contract Time must be submitted in writing within twenty-one (21) days after the event giving rise to the claim. Failure to provide timely notice constitutes a waiver.

22.2 Mediation. If the parties cannot resolve a dispute through negotiation, either party may request non-binding mediation in Cumberland County, North Carolina. Mediation is a condition precedent to litigation. The parties shall share mediation costs equally.

22.3 Litigation. Disputes shall be resolved in the General Court of Justice of North Carolina, Superior Court Division, Cumberland County (Fourteenth Judicial District). North Carolina law shall govern.

22.4 Nothing in this Contract constitutes a waiver of the City's governmental immunity under North Carolina law.

22.5 The CMAR shall continue to perform the Work diligently during pendency of any claim or dispute. Failure to continue performance may constitute a material breach.

ARTICLE 23: REGULATORY COMPLIANCE

23.1 The CMAR warrants it holds a valid North Carolina General Contractor License with an unlimited license limitation under N.C. Gen. Stat. § 87-10 and shall maintain it in good standing throughout the Contract.

23.2 The CMAR shall obtain all required permits. All Work shall comply with the North Carolina State Building Code, applicable local codes, and all applicable regulations.

23.3 E-Verify. The CMAR shall comply with N.C. Gen. Stat. Chapter 64, Article 2, and shall require all Subcontractors to do the same.

23.4 Iran and Israel Certifications. The CMAR certifies it is not identified on the Final Divestment List or Boycott of Israel list pursuant to N.C.G.S. §§ 147-86.58 and 147-86.81, and that it is not ineligible to contract with the City under N.C.G.S. §§ 147-86.60 and 147-86.82. The CMAR shall not use any Subcontractor identified on either list.

23.5 If this Contract is funded in whole or in part with federal funds, the CMAR shall comply with all applicable federal requirements identified in the applicable federal grant or award.

ARTICLE 24: SLBE PARTICIPATION

24.1 The CMAR shall comply with the City of Fayetteville's Small Local Business Enterprise (SLBE) program. The City sets no minority or women business enterprise goal for this Project; N.C. Gen. Stat. §§ 143-128.2, 143-128.3, and 143-128.4 were repealed by S.L. 2026-41. Stated participation goal: SLBE: 40% of the Cost of the Work.

24.2 The CMAR shall make and document good faith efforts to recruit and select small business entities as required by N.C. Gen. Stat. § 143-128.1 at each stage of subcontractor bidding and award, and shall submit SLBE utilization reports with each monthly pay application.

24.3 The CMAR shall not terminate or substitute an SLBE firm listed in its proposal without the City's prior written consent.

ARTICLE 25: GENERAL PROVISIONS

25.1 Governing Law. North Carolina law governs.

25.2 Venue. Cumberland County Superior Court (Fourteenth Judicial District) or U.S. District Court for the Eastern District of North Carolina for federal matters.

25.3 Force Majeure. Neither party shall be in default if performance is prevented by acts of war, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event. Economic conditions, supply chain disruptions, or cost increases shall not constitute force majeure.

25.4 Non-Appropriation. The City's payment obligations are contingent upon appropriation of sufficient funds by City Council. If funds are not appropriated, this Contract shall automatically terminate upon written notice, without penalty to the City.

25.5 Independent Contractor. The CMAR is an independent contractor and is not an employee, agent, or partner of the City.

25.6 No Assignment. The CMAR shall not assign this Contract or any portion thereof without the City's prior written consent.

25.7 Amendment. All amendments shall be in writing and signed by authorized representatives of both parties.

25.8 Entire Agreement. This Contract, together with all Attachments and the GMP Amendment, constitutes the entire agreement of the parties.

25.9 Survival. Warranty, indemnification, audit rights, confidentiality, and record-keeping obligations survive termination or expiration.

25.10 Notices. All notices shall be in writing delivered by personal delivery, certified mail (return receipt requested), or nationally recognized overnight courier.

If to City: City of Fayetteville
 City Manager's Office,
 P.O. Box 1746,
 Fayetteville, NC 28302

If to CMAR: _____

ARTICLE 26: CONFLICT OF INTEREST AND ETHICS

26.1 Statutory Prohibitions. No City officer or employee who is involved in making or administering this Contract may derive a direct benefit from it, and no such person may solicit or receive any gift, favor, reward, service, or promise of future employment in exchange for recommending, influencing, or attempting to influence the award or administration of this Contract. N.C. Gen. Stat. §§ 14-234 and 133-32. The CMAR shall not offer or provide any such gift, favor, reward, service, or promise, and shall flow this prohibition down to every Subcontractor and supplier.

26.2 CMAR Warranty. The CMAR warrants that no City officer or employee involved in making or administering this Contract, and no member of the immediate family of any such person, holds a financial interest in the CMAR or in this Contract, except as disclosed in writing to the City and accepted by the City before execution.

26.3 Bid-Package Disclosure. Before soliciting bids for each trade package, the CMAR shall disclose to the City in writing any ownership, parent, subsidiary, affiliate, or common-control relationship between the CMAR and any prospective bidder on that package, and any financial interest the CMAR holds in a supplier whose product is specified. The CMAR shall not participate in the evaluation or recommendation of any bid as to which it has such a relationship or interest.

26.4 Fiduciary Handling of Bids. The disclosure obligations in this Article are in addition to, and do not limit, the CMAR's duty under N.C. Gen. Stat. § 143-128.1(c) to act as the fiduciary of the City in handling and opening first-tier Subcontractor bids.

26.5 Continuing Obligation. The warranties and disclosures required by this Article are continuing. The CMAR shall notify the City in writing within ten (10) business days of any change.

26.6 Remedy. An undisclosed conflict of interest is a material breach of this Contract. The City may reject the affected bid package, require rebidding at the CMAR's cost, and terminate this Contract for cause under Article 21.

ARTICLE 27: INDEMNIFICATION

27.1 Indemnity. To the extent permitted by N.C. Gen. Stat. § 22B-1, the CMAR shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent or wrongful act or omission of the CMAR, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

27.2 Statutory Limitation. Consistent with N.C. Gen. Stat. § 22B-1, nothing in this Contract requires the CMAR to indemnify or hold harmless the City against liability for damage arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of the City, its officers, employees, or agents. Any provision purporting to require such indemnity is void to that extent and shall be read as limited accordingly.

27.3 Insurance Not a Limit. The indemnity obligations in this Article are not limited by the types or amounts of insurance required under Article 10, and the CMAR's failure to maintain required insurance does not relieve it of these obligations.

27.4 Flow-Down. The CMAR shall include an indemnity provision consistent with this Article, and with the limitation in N.C. Gen. Stat. § 22B-1, in every subcontract at every tier.

27.5 Immunity Preserved. Nothing in this Article waives the City's governmental immunity or any defense available to the City under North Carolina law.

27.6 Survival. This Article survives Substantial Completion, Final Completion, and termination or expiration of this Contract.

APPENDIX C

911 Center | 2026-07-22 Schematic Design

PROJ: 225358
CITY OF FAYETTEVILLE
433 HAY STREET
FAYETTEVILLE, NC 28301



5410 TREINITY ROAD
SUITE 102
RALEIGH, NC 27607
919.866.4951
919.859.5663
CONSULTANT 1 CONTACT
CONSULTANT 1 EMAIL

301 N. WEST STREET
SUITE 105
RALEIGH, NC 27603
919.782.1833
CONSULTANT 2 FAX
CONSULTANT 2 CONTACT
CONSULTANT 2 EMAIL

434 FAYETTEVILLE STREET
SUITE 2450
RALEIGH, NC 27601
CONSULTANT 3 PHONE
CONSULTANT 3 FAX
CONSULTANT 3 CONTACT
CONSULTANT 3 EMAIL

FAYETTEVILLE, NC 28301

ARCHITECTURE
LANDSCAPE ARCHITECTURE
PLANNING
INTERIOR DESIGN

ARCH NAME ARCH ##

Project Number:	225358
Drawn By:	OA / JS
Checked By:	DP

PLAN:

G-000

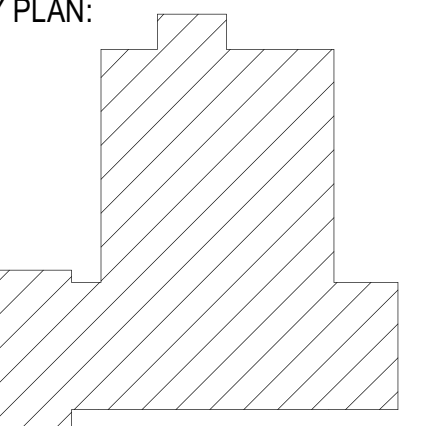
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SCHEMATIC DESIGN PROGRESS

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Project Number:	225358
Drawn By:	OA / JS
Checked By:	DP

KEY PLAN: 



WHITE PLAN

A-001

NOT FOR CONSTRUCTION

026-07-22
SCHEMATIC DESIGN PROGRESS

and Coplan Macht, Inc.

Project Number:	225358
Drawn By:	SE
Checked By:	BM

KEY PLAN:

The key plan is a small-scale site plan showing the building's footprint and its orientation relative to the surrounding site. A section line is drawn across the building, indicating the location of the section shown in the main plan.

2026-07-22
SCHEMATIC DESIGN PROGRESS

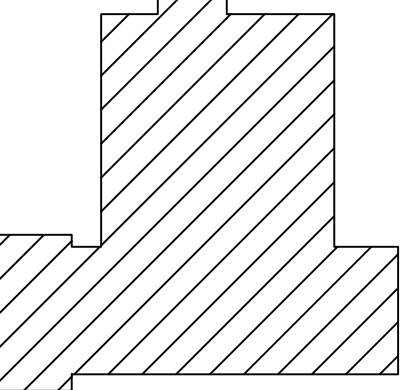
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Project Number: 225358

Drawn By: SE

Checked By: BM

KEY PLAN:



EMOLITION PLAN

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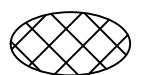
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rd Coplan Mecht, Inc.

1. NOTIFY OWNER AND ARCHITECT IMMEDIATELY OF UTILITY SERVICE INTERRUPTIONS TO NEIGHBORING PROPERTIES.
2. UTILITIES ENCOUNTERED THAT ARE NOT INCLUDED WITHIN THE EXISTING CONDITIONS PLANS SHALL BE REMOVED OR RELOCATED PER THE OWNER, ARCHITECT AND UTILITY PROVIDERS DIRECTION.
3. EVERYTHING WITHIN THE LIMITS OF DISTURBANCE SCHEDULED TO BE DEMOLISHED SHALL ONLY PROCEED AFTER ALL TREE PROTECTION FENCE AND PERIMETER EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED AND INSPECTED PER THE EROSION CONTROL PLAN. INSTALL ALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AS NECESSARY TO PREVENT SEDIMENT LADEN RUNOFF FROM EXITING THE SITE.
4. ALL TRASH AND MISCELLANEOUS DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER. CONTRACTOR TO REMOVE ALL SITE FEATURES REQUIRED FOR CONSTRUCTION.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE STATE AND COUNTY STANDARDS.
6. OPEN BURNING OF TREES, LIMBS, STUMPS, AND CONSTRUCTION DEBRIS ASSOCIATED WITH THIS DEVELOPMENT IS PROHIBITED.
7. ALL EXISTING FIRE HYDRANTS TO REMAIN CLEAR AND OPERATIONAL DURING ALL PHASES OF CONSTRUCTION

1. CONTRACTOR RESPONSIBLE FOR ALL DEMOLITION REQUIRED WITHIN THE LIMITS OF WORK SHOWN.

DEMOLITION LEGEND



REMOVE WOODED AREA



REMOVE SITE FEATURE



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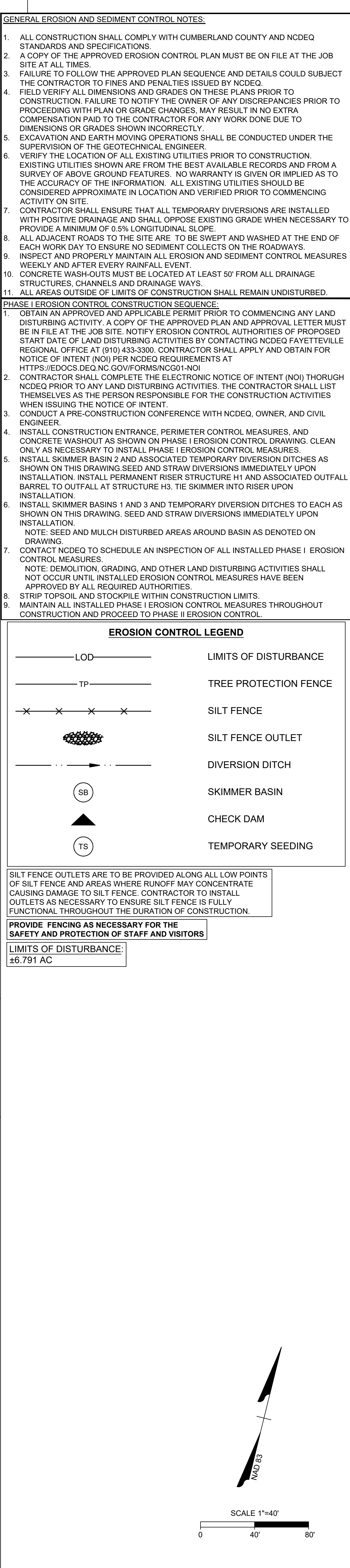
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4208 SIX FORKS ROAD
SUITE 1000
RALEIGH, NC 27609
919.825.4882

CIVIL
TIMMONS
5410 TRENTINITY ROAD
SUITE 102
919.866.4561

STRUCTURAL
LYNCH MYKINS / IMEG
301 N. WEST STREET
SUITE 105
919.782.1633

MEP/P & TECH/AV
OPTIMA
434 FAYETTEVILLE STREET
SUITE 2450
CONSULTANT 3 PHONE

CITY OF FAYETTEVILLE
911 CENTER

433 HAY STREET
FAYETTEVILLE, NC 28301

ARCHITECTURE
LANDSCAPE ARCHITECTURE
PLANNING
INTERIOR DESIGN

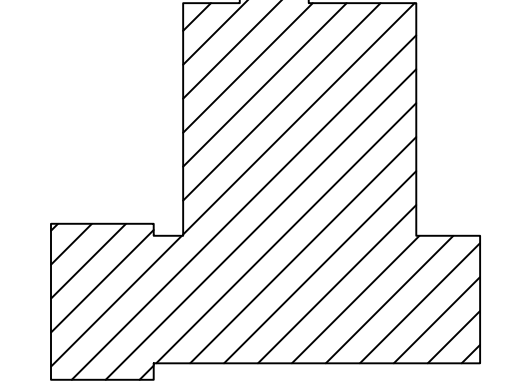
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Project Number: 225358

Drawn By: SE

Checked By: _____ BM _____

KEY PLAN:



Drawing

EROSION CONTROL PLAN
PHASE I

C2.0

NOT FOR CONSTRUCTION

2026-07-22
SCHEMATIC DESIGN PROGRESS

© Hord Coplan Macht, Inc.

433 HAY STREET
FAYETTEVILLE, NC 28301

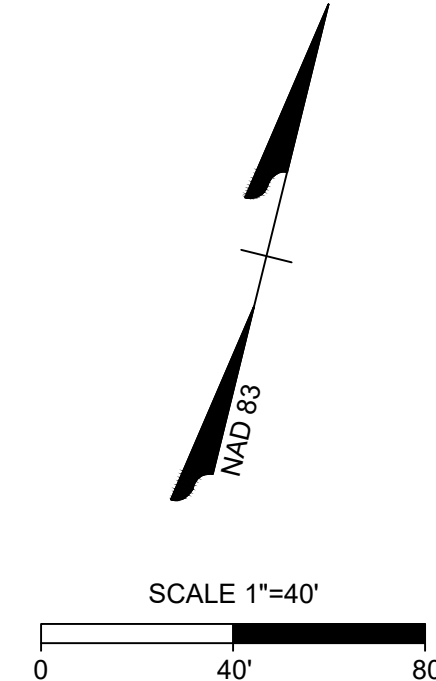
ARCHITECTURE
LANDSCAPE ARCHITECTURE
PLANNING
INTERIOR DESIGN

Project Number:	225358
Drawn By:	SE
Checked By:	BM

C3.0

2026-07-22
SCHEMATIC DESIGN PROGRESS

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1. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE CUMBERLAND COUNTY AND OSHA STANDARDS.
2. THE CONTRACTOR SHALL RECYCLE ALL PAVING MATERIALS REMOVED FROM THE SITE AND SHALL PROVIDE DOCUMENTATION THAT THE MATERIALS HAVE BEEN RECYCLED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL WASTE MATERIALS GENERATED DURING CONSTRUCTION AND FOR OBTAINING ALL NECESSARY PERMITS FOR OFF-SITE STOCKPILES AND/OR WASTE AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT NO EXPENSE TO THE OWNER.
5. CURB RADI ARE DIMENSIONED FROM FACE OF CURB OR OVERLAP OF PAVEMENT.
6. ASPHALT SUCH THAT THE TOP OF THE STRUCTURE EQUALS THE FINISH GRADE OF THE NEW ASPHALT.

FOR WORK WITHIN THE NCDOT RIGHT OF WAY:

7. ALL PAVING SHALL BE PERFORMED BY A NCDOT APPROVED CONTRACTOR.
8. ALL PAVEMENT MARKINGS SHALL BE PERFORMED BY A NCDOT APPROVED CONTRACTOR.
9. THIS PROJECT IS SUBJECT TO SUPERPAVE MIX REQUIREMENTS AND FIELD IMPLEMENTATION OF THE QMS (QUALITY MANAGEMENT SYSTEM) SPECIFICATIONS FOR ALL ASPHALT PAVEMENTS.
10. THE CONTRACTOR MUST NOTIFY NCDOT 48 HOURS IN ADVANCE PRIOR TO BEGINNING WORK.
11. THE CONTRACTOR SHALL FURNISH NCDOT STANDARD DETAIL 1101.02, SHEETS 1-15 FOR TEMPORARY LANE CLOSURE INFORMATION.

1. ALL SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF EACH OF THE FOLLOWING AND AMENDMENTS AND SUPPLEMENTS THERETO:
 - A. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 - B. NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARDS.
 - C. THE 2018 INTERNATIONAL FIRE CODE.
2. SIGN LOCATIONS ARE APPROXIMATE AND SHALL BE MODIFIED IN THE FIELD TO AVOID CONFLICT WITH UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS AND TO COMPLY WITH STANDARDS REFERENCED IN NOTE 1 ABOVE.
3. PROVIDE ALL SIGNS, SIGN POSTS AND PAVEMENT MARKINGS.
4. ALL PAVEMENT MARKINGS WITHIN THE NCDOT PUBLIC RIGHT OF WAY SHALL BE 0.125 MIL THERMOPLASTIC

HATCHING LEGEND

	LIGHT DUTY ASPHALT
	MEDIUM DUTY ASPHALT
	HEAVY DUTY ASPHALT
	CONCRETE SIDEWALK
	GRAVEL

A

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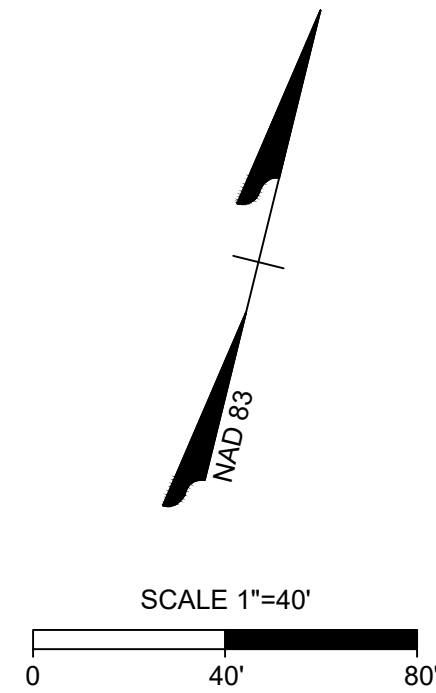
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THE USER PIONEER HAS
NOT YET PROVIDED THE
NECESSARY INFORMATION
AND WILL BE FORWARDED
TO THE PROJECT MANAGER

THE SQUARE ABOVE ARE COPIES
AND WILL BE FORWARDED
TO THE PROJECT MANAGER

E

1103



1. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NCSO AND OSHA STANDARDS.
2. COORDINATE THE PROJECT SCHEDULE WITH THE OWNER, ARCHITECT, AND ADJACENT USERS OF THE PROPERTY. MAINTAIN TRAFFIC FLOW AND DO NOT INTERFERE WITH UTILITIES AROUND THE SITE. DO NOT DISTURB OPERATIONS OF ADJACENT SITES AND FACILITIES AND/OR THEIR OWNER'S ONGOING OPERATIONS.
3. THE CONTRACTOR SHALL RECYCLE ALL PAVING MATERIALS REMOVED FROM THE SITE AND SHALL PROVIDE DOCUMENTATION THAT THE MATERIALS HAVE BEEN RECYCLED.
4. OBTAIN ARCHITECT'S WRITTEN APPROVAL FOR ANY REQUESTED SHORT-TERM, OFF-HOURS, OR TEMPORARY UTILITY SHUT-DOWNS OR DISRUPTIONS.
5. DISPOSE OFF-SITE WASTE MATERIALS GENERATED DURING CONSTRUCTION AND FOR OBTAINING ALL APPLICABLE PERMITS FOR OFF-SITE STOCKPILES AND/OR WASTE AREAS. IF THE SAME PERSON CONDUCTS THE LAND-DISTURBING ACTIVITY AND ANY RELATED BORROW OR WASTE ACTIVITY, THE RELATED BORROW OR WASTE ACTIVITY SHALL BE THE SAME. IF THE BORROW OR WASTE ACTIVITY IS NOT CONDUCTED BY THE SAME PERSON, THEY SHALL BE CONSIDERED SEPARATE LAND DISTURBING ACTIVITY AND SHALL BE PERMITTED THROUGH THE SEDIMENT POLLUTION CONTROL ACT.
6. REPAIR OR REPLACE ANY ITEMS DAMAGED DUE TO CONSTRUCTION (ON-SITE AND/OR OFF-SITE) AT NO EXPENSE TO THE OWNER.
7. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAINFALL EVENT IN ACCORDANCE WITH NCEQ AND LOCAL QUALITY REQUIREMENTS AND AS DIRECTED BY THE NCEQ AND CIVIL ENGINEER.
8. FLUSH ALL SEDIMENT OUT OF STORM DRAINAGE PIPES AND STRUCTURES FOLLOWING SITE STABILIZATION AND AT THE END OF CONSTRUCTION. FLUSH OUT PIPES AS NEEDED THROUGHOUT CONSTRUCTION TO MAINTAIN PROPER FUNCTIONING OF THE DRAINAGE SYSTEM.
9. ALL SIDEWALKS SHALL HAVE MAXIMUM CROSS SLOPE OF 2%.
10. ALL ADA PARKING SPACES AND STRIPED AREAS SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.
11. INSTALL ALL STORM SEWERS TO PROVIDE REQUIRED CLEARANCES TO CROSSING UTILITIES AS INDICATED IN THE DRAWINGS AND SPECIFICATIONS.
12. ALL ROOF DRAINS SHALL BE 6" PVC (SCH 40) @ 1/4% MIN. SLOPE UNLESS INDICATED OTHERWISE. USE DUCTILE IRON WHEN COVER IS MORE THAN 24-IN.
13. P-300 ROOF DRAIN PIPING UNDER PAVEMENT SHALL HAVE 24-IN MINIMUM COVER. IF ROOF DRAIN PIPING UNDER FINISH FLOOR SHALL HAVE LESS THAN 24-IN COVER, ROOF DRAIN PIPING SHALL BE 6" DIP (IN LIEU OF COVER).
14. PRIOR TO FINAL PROJECT ACCEPTANCE, PROVIDE AN AS-BUILT SURVEY OF ALL UTILITY SYSTEMS, STORM SEWERS, AND THE STORM WATER MANAGEMENT BASIN.
15. REFER STORM SEWER SCHEDULE FOR SIZES, INVERTS AND SLOPES
FOR 6", TOP OF GRATE IS 6" BELOW TOP OF CURB/HD

4208 SIX FORKS ROAD
SUITE 1000
RALEIGH, NC 27609
919.825.4882

CIVIL
TIMMONS
5410 TRENTINY ROAD
SUITE 102
919.866.4951

STRUCTURAL
LYNCH MYKINS / IEG
3311 N. WEST STREET
SUITE 105
919.782.1833

ME/PIF + TECHAV
OPTIMA
434 FAYETTEVILLE STREET
SUITE 2450
CONSULTANT 3 PHONE

CITY OF FAYETTEVILLE
911 CENTER

433 HAY STREET
FAYETTEVILLE, NC 28301

433 HAY STREET
FAYETTEVILLE, NC 28301

ARCHITECTURE
LANDSCAPE ARCHITECTURE
PLANNING
INTERIOR DESIGN

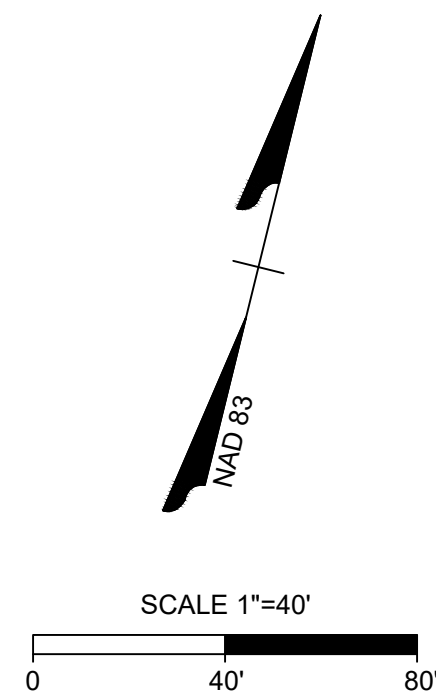
Project Number:	225358
Drawn By:	SE
Checked By:	BM

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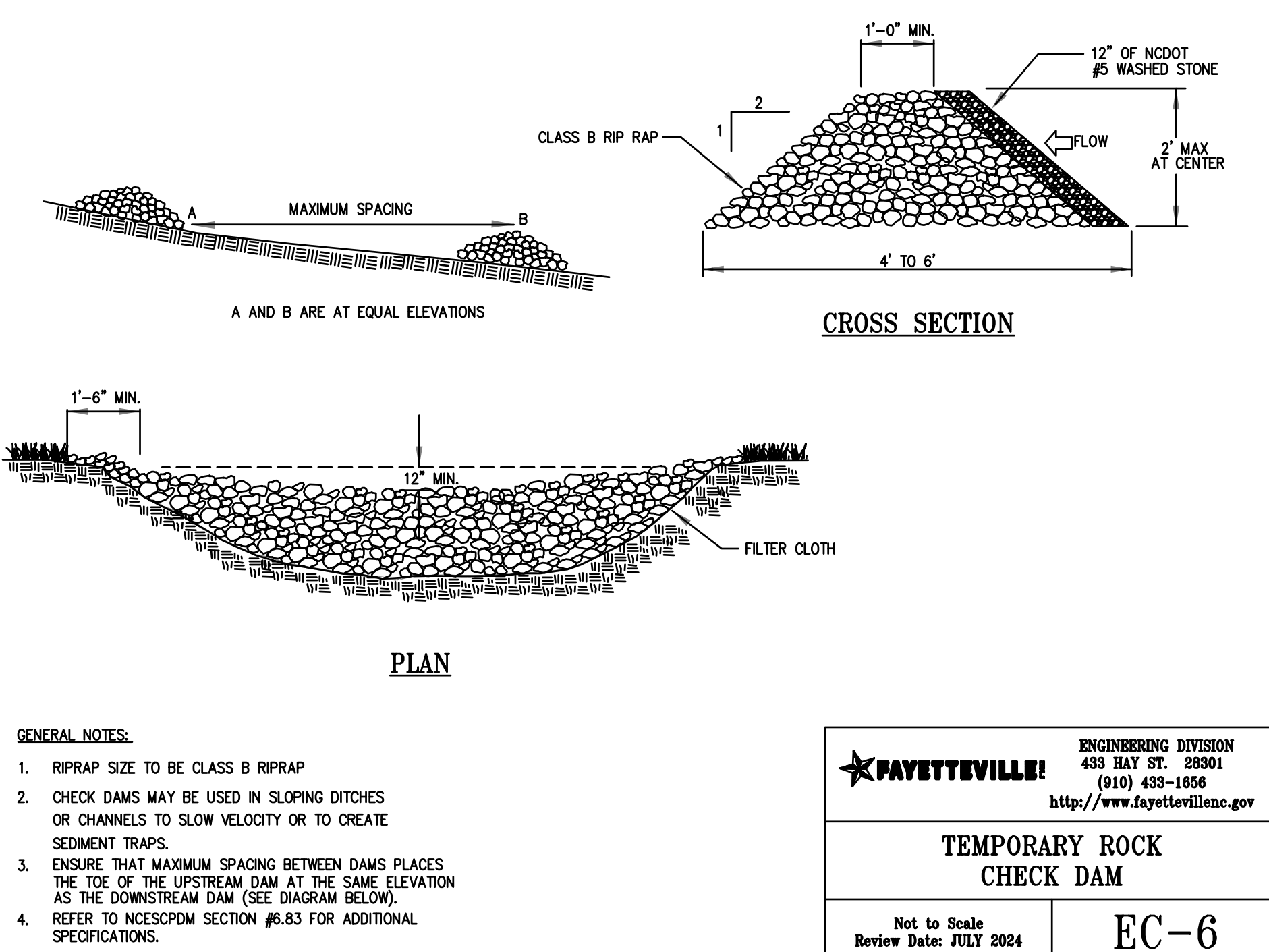
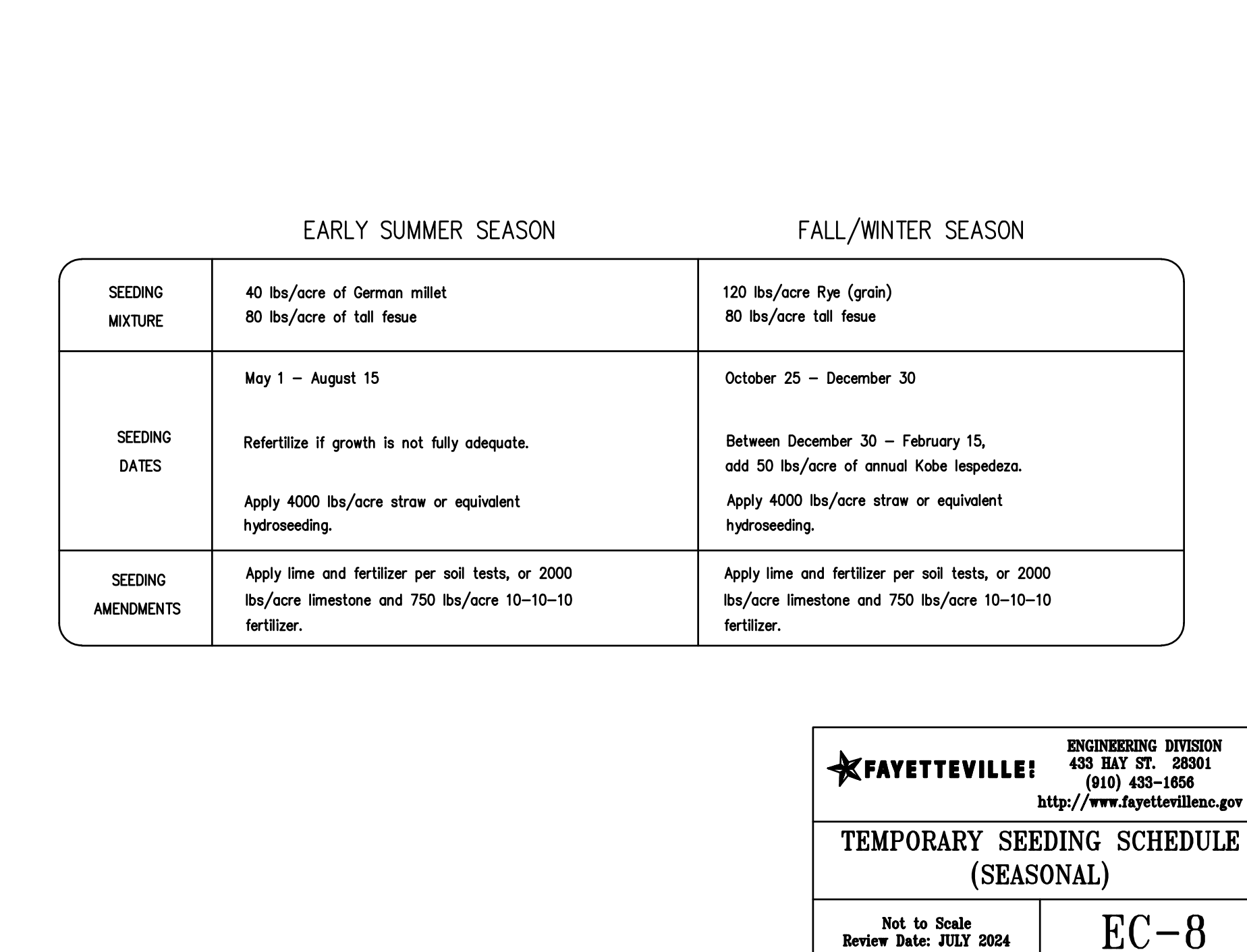
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2026-07-22
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- ### GENERAL UTILITY NOTES
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL OSHA REQUIREMENTS AND CUMBERLAND COUNTY AND NCDDOT STANDARDS, SPECIFICATIONS AND DETAILS.
 2. INSTALL WATERMANS WITH A COVER OF NO LESS THAN 3 FT.
 3. SANITARY SEWER IMPROVEMENTS ARE TO BE INSTALLED IN ACCORDANCE WITH NCDDCO AND TOWN OF SPERDUNVILLE'S REQUIREMENTS (INCLUDING STANDARD DETAILS AND SPECIFICATIONS).
 4. ALL SANITARY SEWER SERVICE LINES SHALL BE INSTALLED WITH A MINIMUM HORIZONTAL CLEARANCE OF 15'-0" UNLESS OTHERWISE SPECIFIED. USE DUCTILE IRON WHEN COVER IS LESS THAN 36-IN.
 5. CLEANOUTS ARE REQUIRED AT LEAST EVERY 90 FEET FOR FOUR-INCH-SEWER SERVICES AND EVERY 100 FEET FOR SIX-INCH-SEWER SERVICES. CLEANOUTS SHALL BE INSTALLED AT 45 DEGREES AND BENDS EXCEED 45 DEGREES. BENDS ARE REQUIRED AT ALL CHANGES IN DIRECTION.
 6. INSTALL SEWER MAINS WITH A COVER OF NO LESS THAN 36-IN TO FINISH GRADE IN NON-TRAFFIC AREAS.
 7. ALL SANITARY SEWER TRAFFIC AREAS SHALL BE PROTECTED BY A TRAFFIC SIGN.
 8. SEWER MAINS SHALL BE INSTALLED WITH A MINIMUM VERTICAL CLEARANCE OF 18-IN TO STORM DRAINAGE PIPES. INSTALL ALL UTILITIES TO PROVIDE REQUIRED CLEARANCES AS INDICATED IN THE SPECIFICATIONS.
 9. ALL SANITARY SEWER SERVICE LINES SHALL BE INSTALLED WITH A MINIMUM HORIZONTAL CLEARANCE OF 15'-0" UNLESS OTHERWISE SPECIFIED.
 10. COORDINATE AND SCHEDULE INSTALLATION OF ALL UTILITIES WITH OTHER PRIME CONTRACTORS, UTILITY COMPANIES, AND OTHER TRADES INCLUDING BUT NOT LIMITED TO: NATURAL GAS, ELECTRICITY, TELEPHONE AND CABLE.
 11. VERIFY EXISTING CONDITIONS AND CONNECTIONS TO EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ARCHITECT IF ANY DISCREPANCIES ARE DISCOVERED.
 12. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT NO COST TO THE OWNER.
 13. THE CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY OF ALL UTILITY AND STORM DRAINAGE IMPROVEMENTS FOLLOWING CONSTRUCTION.
 14. CONTRACTOR SHALL PROVIDE A PROPOSED NEW CONSTRUCTION TO ENSURE UNINTERRUPTED ACCESS AND UTILITY SERVICE TO ADJACENT FACILITIES. COORDINATE SHORT-TERM, OFF-HOUR, TEMPORARY SHUT-DOWNS WITH THE OWNER.
 15. INSTALL ALL UTILITIES IDENTIFIED WITH DURABLE PRINTED PLASTIC WAVING TAPES, MINIMUM 1/4" INCHES WIDE WITH LETTERING TO IDENTIFY BURIED LINE BELOW.
 16. NON-METALLIC PIPES, OTHER THAN GAS LINES, SHALL BE IDENTIFIED BY DETECTABLE WAVING TAPES. GAS LINES SHALL BE IDENTIFIED BY DETECTABLE WAVING TAPES AND IDENTIFY BY A YELLOW TAPES BELOW.
 17. FOR PLASTIC SEWER ADJACENT, AN INSULATED COVER TRACER WIRE OR OTHER APPROVED CONDUCTOR SHALL BE INSTALLED ADJACENT TO AND OVER THE FULL LENGTH OF THE PIPING. ACCESS SHALL BE PROVIDED TO THE TRACER WIRE THROUGHOUT THE LENGTH OF THE PIPING. THE TRACER WIRE SHALL IDENTIFY THE BUILDING DRAIN AND BUILDING SEWER. THE TRACER WIRE SIZE SHALL BE NOT LESS THAN 14 AWG AND THE INSULATION TYPE SHALL BE LISTED FOR DIRECT BURIAL.
 18. FOR NON-PLASTIC SEWER ADJACENT, AN APPROVED CONDUCTOR SHALL BE INSTALLED ADJACENT TO UNDERGROUND NONMETALLIC PIPING. ACCESS SHALL BE PROVIDED TO THE TRACER WIRE BY THE TRACER WIRE SHALL TERMINATE ABOVEGROUND AT THE END OF THE NONMETALLIC PIPING. THE TRACER WIRE SHALL BE NOT LESS THAN 14 AWG AND THE INSULATION TYPE SHALL BE LISTED FOR DIRECT BURIAL.
 19. ALL GATE VALVES NOT IN PAVEMENT REQUIRE A CONCRETE CULVERT.
 20. GATE VALVES SHALL NOT BE INSTALLED IN GUTTER PAN.
 21. UTILITIES CONTRACTOR TO NOTIFY INSPECTOR AT LEAST 48 HOURS BEFORE FLUSHING THE PROPOSED PIPING.
 22. ALL EXISTING UTILITIES, SUCH AS VALVE BOXES, INSULT COVER AND MANHOLES, AFFECTED BY GRADING OR PAVING OPERATIONS MUST BE ADJUSTED TO FINAL GRADE AFTER CONSTRUCTION.
 23. REFER TO PLUMBING DRAWINGS FOR ALL OTHER UTILITY NOTES AND INVERTS OUT OF BUILDINGS.
 24. FIRE MARSHAL SHALL BE PRESENT ON SITE DURING WATER MAIN SHUTDOWN ON SCHOOL SITE.
 25. FENCE POSTS SHALL NOT BE LOCATED WITHIN UTILITY EASEMENTS.
 26. ALL WATER MAINS AND HYDRANTS SHALL BE INSTALLED AND OPERATIONAL AS SOON AS COMBUSTIBLE MATERIALS ARRIVE IN THE AREA.



ARCHITECTURE
LANDSCAPE ARCHITECTURE
PLANNING
INTERIOR DESIGN

Project Number:	225358
Drawn By:	SE
Checked By:	BM

KEY PLAN:

The key plan is a small diagram showing the overall shape of the part. It includes a horizontal section line with arrows pointing to the right, indicating the direction of the section cut. The section line is positioned to cut through the part at the location indicated by the section symbol.

Drawing

EROSION CONTROL NOTES & DETAILS

C6.0

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A

PAINT STRIPING

SEE PLANS FOR WIDTH

2' MIN

END OF SPACE / FACE OF CURB

18' SPACE

6' PRE-CAST CONCRETE WHEEL STOP (CENTERED WITHIN STALL)

WHEEL STOP POSITION WITHIN PARKING STALL

PRE-CAST CONCRETE WHEEL STOP

N.T.S.

ISOMETRIC

6'-0"

8 1/2"

8 1/2"

PAVING

2'-7 1/16"

8'-3/4"

GROUT

SECTION

3/4" x 10" GALVANIZED STEEL ANCHOR RODS

8'-0"

2'-7 1/16"

8'-3/4"

PAVING

2'-7 1/16"

8'-3/4"

GROUT

SECTION

8'-0"

2'-7 1/16"

8'-3/4"

PAVING

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GROUT

SECTION

8'-0"

2'-7 1/16"

8'-3/4"

PAVING

2'-7 1/16"

8'-3/4"

Project Number:	225358
Drawn By:	SE
Checked By:	BM

KEY PLAN:

The key plan is a small diagram showing the overall shape of the part. It includes a section line (a line with diagonal hatching) that indicates the location of the section taken for the front view.

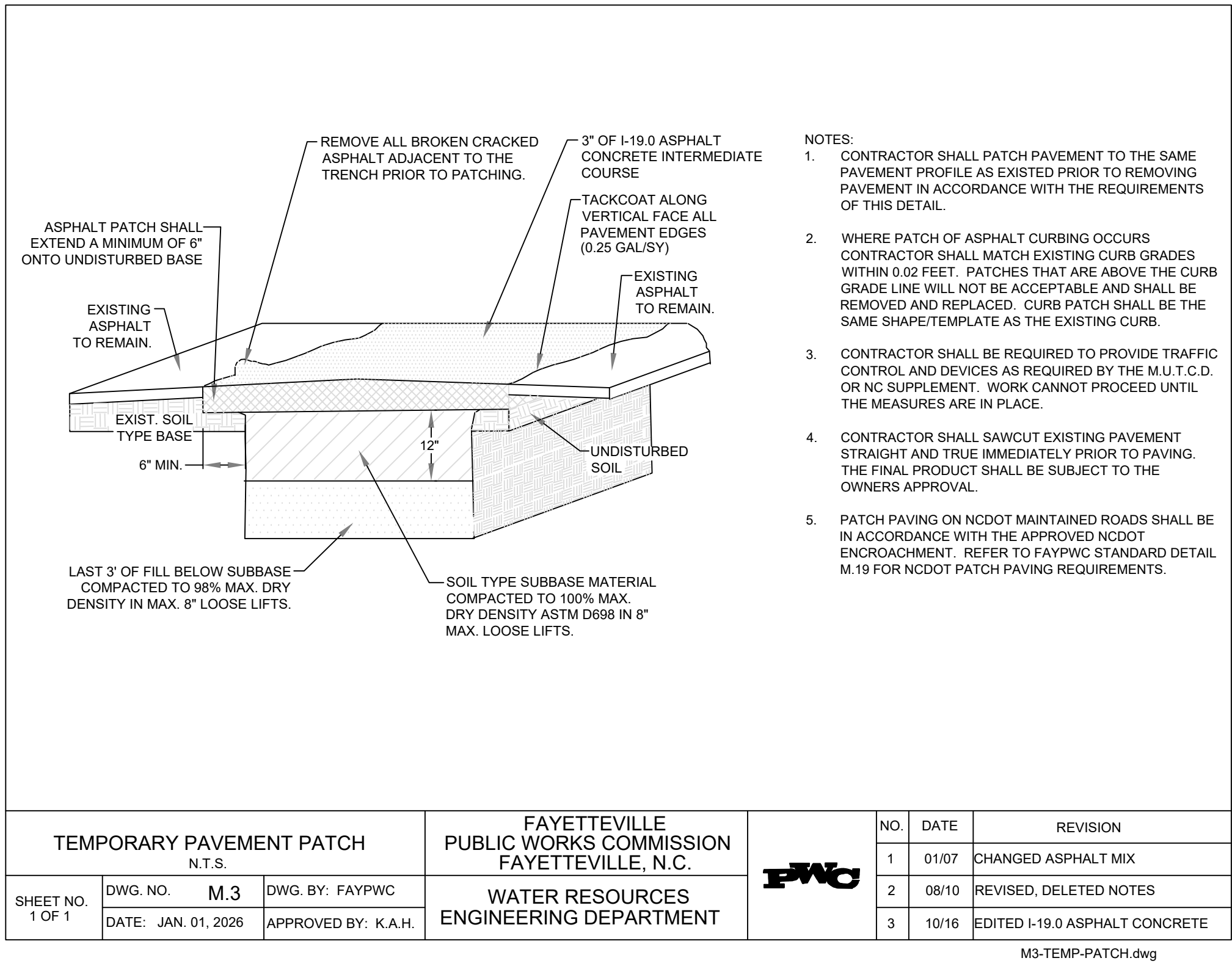
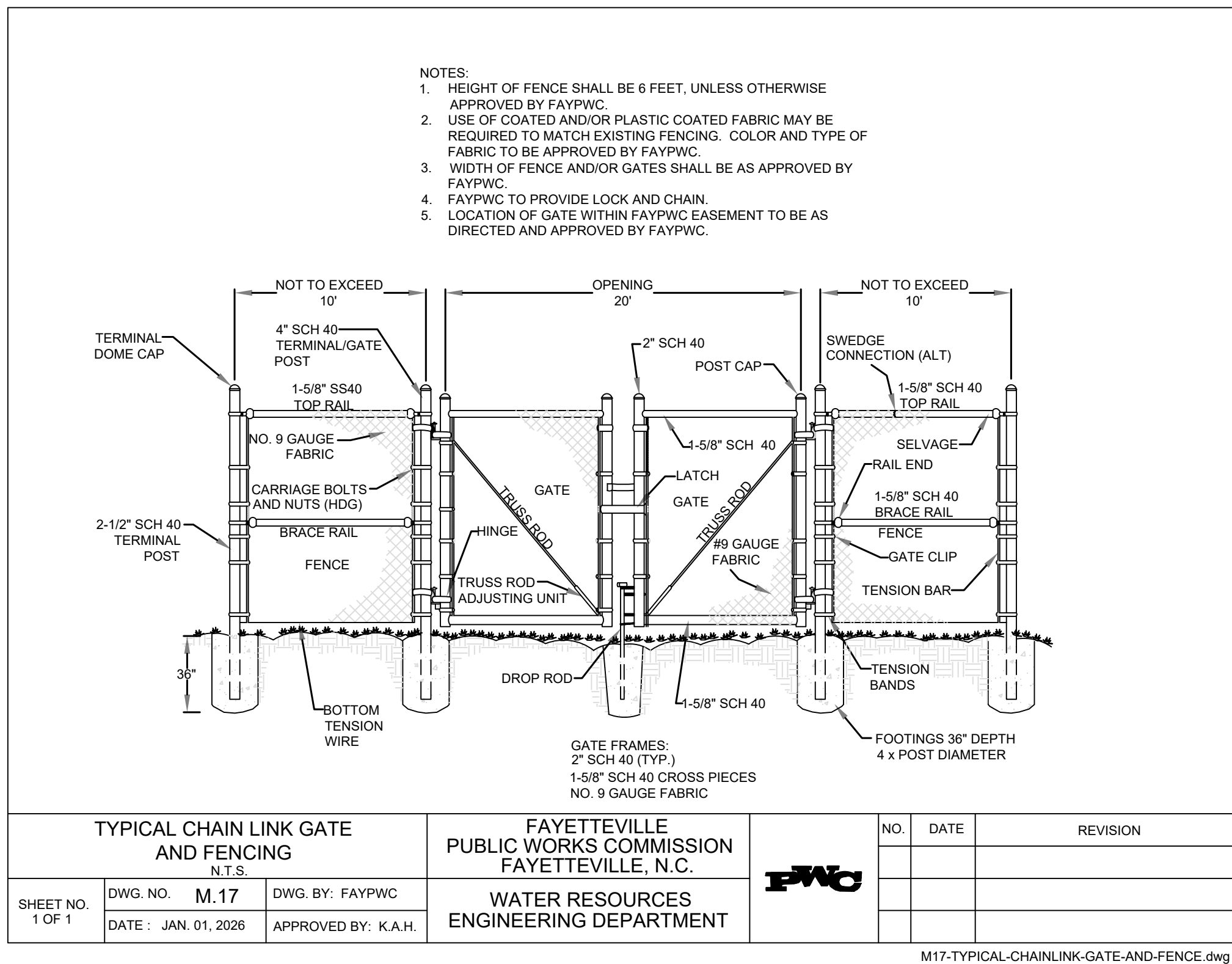
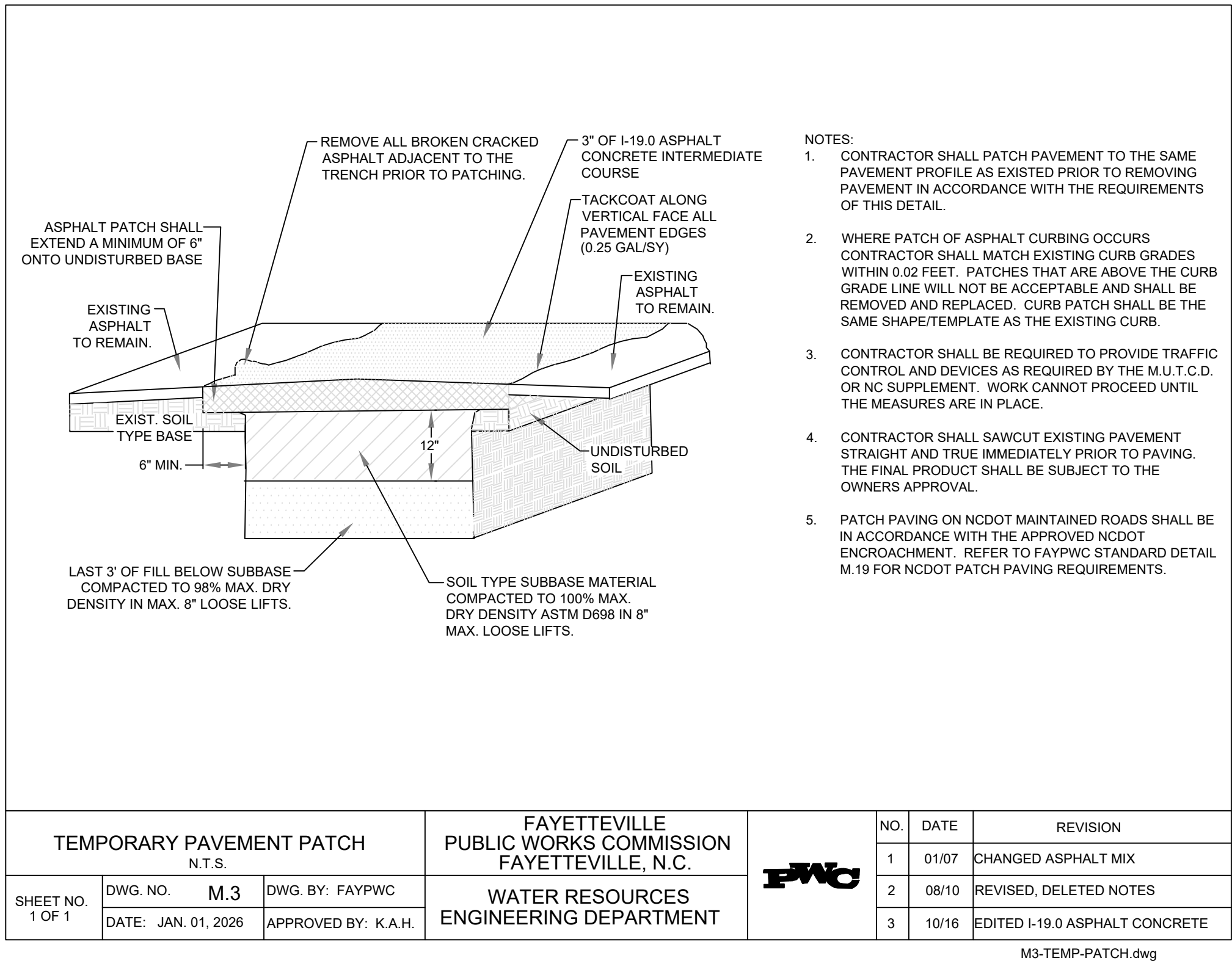
Drawing

SITE NOTES & DETAILS

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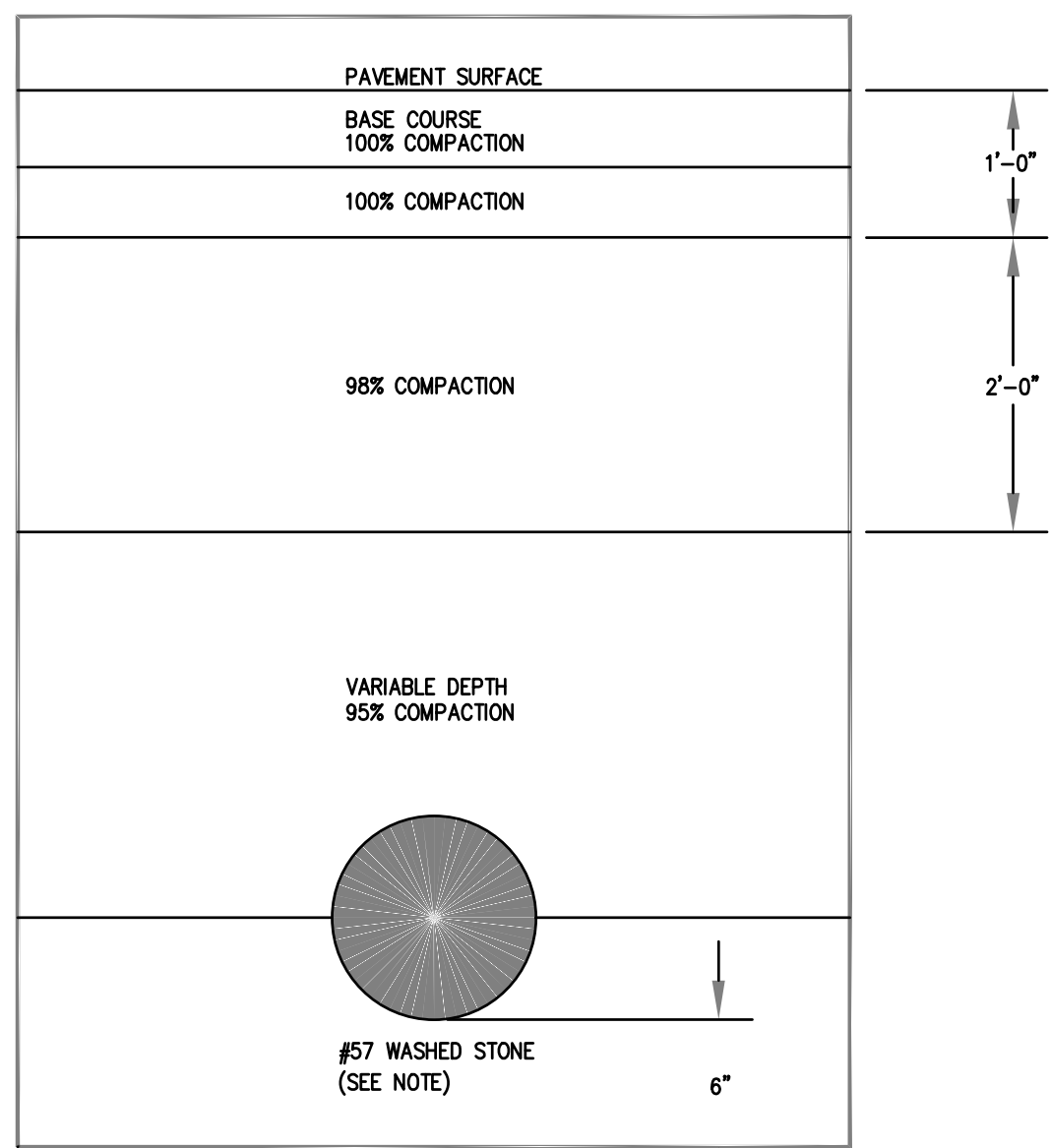
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E

THE DRAWING HAS BEEN REVIEWED AND APPROVED FOR THE CITY OF FAYETTEVILLE AND WILL BE PRINTED CORRECTLY.



NOTES:

1. Stone bedding for pipe is required unless otherwise approved by city engineer or his designee.

FAYETTEVILLE! ENGINEERING DIVISION
435 HAY ST., 28501
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TYPICAL STORM DRAIN COMPACTION

Not to Scale
Review Date: JULY 2024

DR-1

- NOTES:**
1. EXCAVATE ALL MATERIAL FROM AROUND CASTING TO A WIDTH OF 12" AND TO A DEPTH OF AT LEAST 2" BELOW EXISTING BROOKWORK OR EXISTING STRUCTURE. REMOVE AND DISPOSE OF ALL LOOSE MATERIAL.
 2. DETERMINING THE CASTING ADJUSTMENT: THE HEIGHT OF CASTING ADJUSTMENT SHALL BE DETERMINED BY THE USE OF A STRING LINE. THE STRING LINE IS TO BE PULLED ACROSS CASTING AND FOR AT LEAST 1FT ON EACH SIDE OF CASTING PARALLEL TO CURB. HOLD STRING AT A HEIGHT OF ADJUSTMENT. EXAMPLE: 1" ABOVE EXISTING PAVEMENT FOR RESURFACING AND/OR 2" ABOVE SAND/CLAY OR STONE BASE. THEN STRING IS PULLED PERPENDICULAR ACROSS CASTING FROM EDGE OF PAVEMENT AT CURB TO CENTERLINE OF STREET. THE STRING SHALL BE SET AT SAME ADJUSTMENT HEIGHT. EVERY EFFORT SHALL BE TAKEN TO ENSURE THAT THE SURFACE COURSE AND CASTING SHALL PROVIDE AS SMOOTH A RIDE AS POSSIBLE.
 3. ADJUSTMENT OF CASTING BY RAISING: ALL BRICKS ARE TO BE PLACED IN "SPOKE" PATTERN AND LAD IN A BED OF CLEAN FRESH MORTAR. THEN CONTRACTOR IS TO ENSURE ALL BRICKS ARE SET FIRM TO ELIMINATE MOVEMENT OF CASTING.
 4. ADJUSTMENT OF CASTING BY LOWERING: ALL BRICKS AND CONCRETE ARE TO BE CUT AWAY, LEAVING A SMOOTH SURFACE. A CAP OF CLEAN FRESH MORTAR SHALL BE APPLIED TO SURFACE AS A SETTING BED FOR CASTING.
 5. THE CASTING IS THEN PLACED BACK ON BRICKS AND CARE SHALL BE TAKEN TO ENSURE THAT IT IS SET ON BED OF CLEAN FRESH MORTAR TO ELIMINATE MOVEMENT. MORTAR SHALL MEET REQUIREMENTS OF NC DOT STANDARD SPECIFICATIONS SECTION 1040-9 FOR MORTAR AND SECTION 1014-1 FOR MORTAR SAND.
 6. THE EXCAVATED AREA SHALL THEN BE BACKFILLED WITH CLASS "Y" PORTLAND CEMENT AND LAD IN A BED OF CLEAN FRESH MORTAR TO ELIMINATE MOVEMENT. A FINISH SURFACE TOLERANCE SHALL NOT VARY MORE THAN 1/4 INCH IN ANY DIRECTION.
 7. ALL ADJUSTMENTS SHALL THEN BE PROTECTED FOR AT LEAST 72 HOURS BEFORE THE PLACEMENT OF ANY SURFACING MATERIAL. A FINISH SURFACE TOLERANCE SHALL NOT VARY MORE THAN 1/4 INCH IN ANY DIRECTION.

FINISHED GRADE ELEVATION

DEPTH OF SURFACE COURSE (1-1.5 INCHES MIN.)

MIN. OF 2 INCHES BELOW EXISTING BROOKWORK OR EXISTING STRUCTURE

BED OF CLEAN FRESH MORTAR

CONCRETE COLLAR

1. OVERLAP CAST IRON RING AND MIN. OF 2" BELOW EXISTING BROOKWORK OR EXISTING STRUCTURE.
2. CONCRETE TO BE 2500 PSI, CLASS "B" AIR ENTRAINMENT 3-6%.

USE WHOLE BRICKS NOT PIECES

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STANDARD MANHOLE ADJUSTMENT CONCRETE COLLAR (NEW AND EXISTING MANHOLES)

Not to Scale
Review Date: JULY 2024

DR-2

BACK OF CURB

RISER HT. VARIES

STD. STEP # 840.66

END ELEVATION SECTION J-J

WHERE 30" TO 36" PIPE IS USED

END ELEVATION SECTION M-M

WHERE 42" TO 54" PIPE IS USED

PLAN

SECTION Y-Y

GENERAL NOTES:

1. MORTAR JOINTS 1/2" ± 1/8" THICK.
2. 2500 PSI CLASS "B" CONCRETE TO BE USED.
3. USE FORMS FOR CONSTRUCTION OF THE BOTTOM SLAB.
4. DEDUCT FOR PIPE(S) TOTAL CU. YDS. OF BRICK MASONRY.
5. USE #4 BAR DOWELS AT 12" CENTERS FOR ALL PIPE SIZES.
6. ALL CATCH BASINS OVER 3'-6" IN DEPTH SHALL BE PROVIDED WITH STEPS 12" ON CENTERS.
7. USE TYPE "1" & "2" GRATE UNLESS OTHERWISE INDICATED.
8. JUMBO BRICK WILL BE PERMITTED. CONCRETE BRICK OR 4" SOLID CONCRETE BLOCKS MAY BE USED IN LIEU OF CLAY BRICKS.
9. FOR 8'-0" IN HEIGHT OR LESS, USE 8" WALL OVER 8'-0" IN HEIGHT USE 12" WALL TO 6'-0" FROM TOP OF WALL, 8" WALL FOR THE UPPER 6'-0".
10. INVERTS SHALL BE SHAPED TO FORM A SMOOTH, REGULAR SURFACE, SLOPED TO PREVENT SEDIMENTATION.
11. FOR VARIABLE DIMENSIONS, SEE STANDARD DETAIL DR-3.1.
12. CONSTRUCT WITH PIPE CROWNS MATCHING.
13. CHAMFER ALL EXPOSED CORNERS 1".

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STANDARD BRICK CATCH BASIN (12" - 54" PIPE)
ADOPTED FROM NC DOT STANDARD NO. 840.01
PAGE 1 OF 2

Not to Scale
Review Date: JULY 2024

DR-3

D

PLAN

SECTION R-R

SECTION S-S

ELEVATION

STANDARD BRICK CATCH BASIN (12" - 54" PIPE)
ADOPTED FROM NC DOT STANDARD NO. 840.01
PAGE 2 OF 2

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STANDARD BRICK CATCH BASIN (12" - 54" PIPE)
ADOPTED FROM NC DOT STANDARD NO. 840.01
PAGE 2 OF 2

Not to Scale
Review Date: JULY 2024

DR-3.1

PLAN

SECTION X-X

SECTION Y-Y

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STANDARD TRAFFIC BEARING JUNCTION BOX
ADOPTED FROM NC DOT STANDARD NO. 840.34
PAGE 1 OF 2

Not to Scale
Review Date: JULY 2024

DR-6

GENERAL NOTES:

STANDARD OR JUMBO BRICK SHALL BE USED FOR WALL CONSTRUCTION. SOLID CONCRETE BRICK OR BLOCK ARE OPTIONAL WALL CONSTRUCTION MATERIAL.

PRECAST UNITS MADE OF CLASS "AA" CONCRETE MAY BE USED IN LIEU OF BRICK MASONRY CONSTRUCTION. DESIGN OF PRECAST UNITS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION.

ALL ADJUSTMENTS TO WALLS, SLABS OR REINFORCING MATERIAL SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EACH UNIT.

OPTIONAL MANHOLE SHALL BE INSTALLED IN POSITION AS DIRECTED BY THE ENGINEER. ALL REBAR CROSSING THIS OPENING SHALL BE CUT OR BENT TO ALLOW 2" MINIMUM CONCRETE COVERAGE. THE OPENING SHALL BE ENCLOSED WITH 8" X 12" BARS TIED TO THE REBAR MAT AND SET SO A MINIMUM OF A 3" CONCRETE COVERAGE IS OBTAINED. REFERENCE NC DOT STD. NO. 840.54 FOR ALL MANHOLE INFORMATION.

JUNCTION BOXES OVER 3'-6" IN DEPTH WITH MANHOLES SHALL REQUIRE STEPS TO BE PLACED ON 12" - 16" CENTERS. REFERENCE NC DOT STD. NO. 840.66.

DOWEL "C" BARS SHALL BE SPACED AT A MINIMUM OF 12" CENTERS. MAXIMUM DEPTH OF THIS UNIT AS SHOWN IS 12".

BILL OF MATERIALS

BAR	QTY.	SIZE	LENGTH	WEIGHT
B	14	#4	5'-6"	80.3
C	14	#4	5'-6"	80.3
D	14	#4	5'-6"	80.3
E	14	#4	5'-6"	80.3
F	14	#4	5'-6"	80.3
G	14	#4	5'-6"	80.3
H	14	#4	5'-6"	80.3
I	14	#4	5'-6"	80.3
J	14	#4	5'-6"	80.3
K	14	#4	5'-6"	80.3
L	14	#4	5'-6"	80.3
M	14	#4	5'-6"	80.3
N	14	#4	5'-6"	80.3
O	14	#4	5'-6"	80.3
P	14	#4	5'-6"	80.3
Q	14	#4	5'-6"	80.3
R	14	#4	5'-6"	80.3
S	14	#4	5'-6"	80.3
T	14	#4	5'-6"	80.3
U	14	#4	5'-6"	80.3
V	14	#4	5'-6"	80.3
W	14	#4	5'-6"	80.3
X	14	#4	5'-6"	80.3
Y	14	#4	5'-6"	80.3
Z	14	#4	5'-6"	80.3

ENGINEERING DIVISION
435 HAY ST., 28501
(910) 433-1658
<http://www.fayettevillenc.gov>

STANDARD TRAFFIC BEARING JUNCTION BOX
ADOPTED FROM NC DOT STANDARD NO. 840.34
PAGE 2 OF 2

Not to Scale
Review Date: JULY 2024

DR-6.1

B

PLAN

SECTION X-X

SECTION Y-Y

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(910) 433-1658
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DROP INLET WITH GRATE 12" TO 30" PIPE
ADOPTED FROM NC DOT STANDARD NO. 840.15

Not to Scale
Review Date: JULY 2024

DR-11

PLAN

SECTION X-X

SECTION Y-Y

ENGINEERING DIVISION
435 HAY ST., 28501
(910) 433-1658
<http://www.fayettevillenc.gov>

TRAFFIC BEARING DROP INLET
FOR CAST IRON DOWEL FRAME AND GRATES
ADOPTED FROM NC DOT STANDARD NO. 840.35
PAGE 1 OF 2

Not to Scale
Review Date: JULY 2024

DR-17

PLAN

SECTION X-X

SECTION Y-Y

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STANDARD TRAFFIC BEARING JUNCTION BOX
ADOPTED FROM NC DOT STANDARD NO. 840.35
PAGE 2 OF 2

Not to Scale
Review Date: JULY 2024

DR-17.1

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4208 SIX FORKS ROAD
SUITE 1000
RALEIGH, NC 27609
919.825.4882

CIVIL
TIMMONS
5415 TRENTON ROAD
SUITE 102
919.806.4501

STRUCTURAL
LYNCH MYNORS / MEG
SUITE 101
919.782.1833

OPTIMA
434 FAYETTEVILLE STREET
SUITE 200
CONSULTANT 3 PHONE

CITY OF FAYETTEVILLE
911 CENTER

433 HAY STREET
FAYETTEVILLE, NC 28301

HCM | Schrader

ARCHITECTURE
LANDSCAPE ARCHITECTURE
PLANNING
INTERIOR DESIGN

Project Number: 225358

Drawn By: SE

Checked By: BM

KEY PLAN:

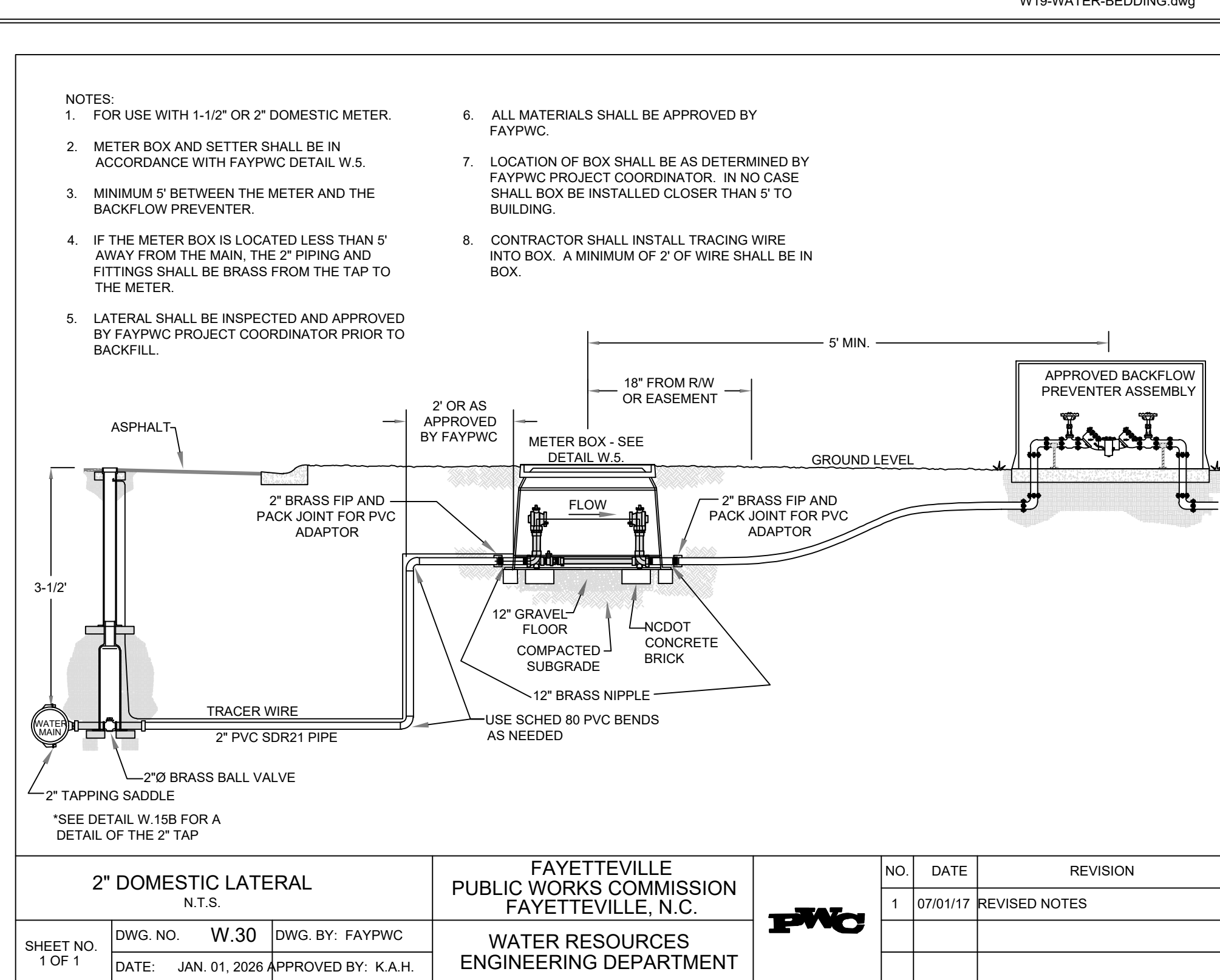
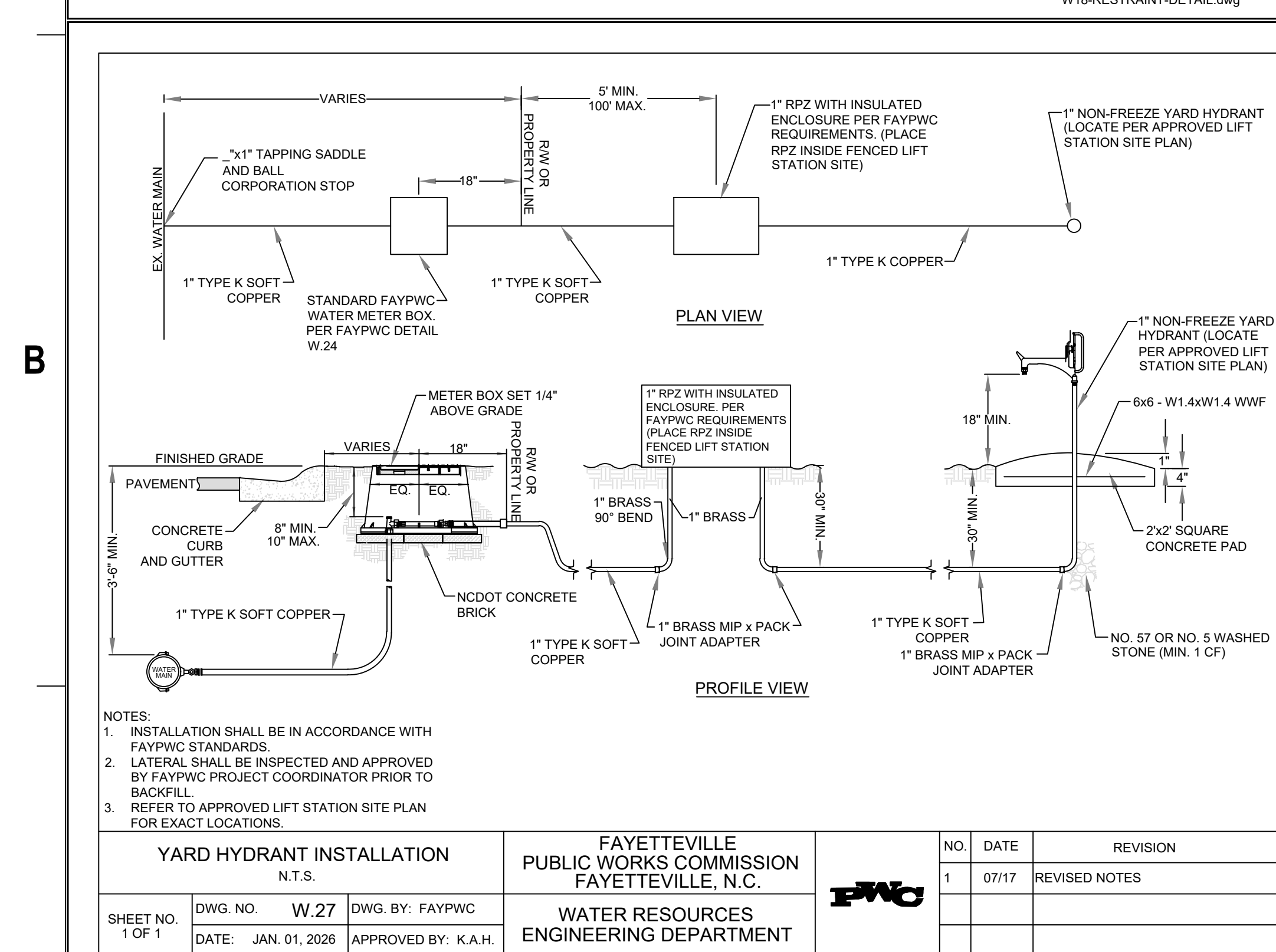
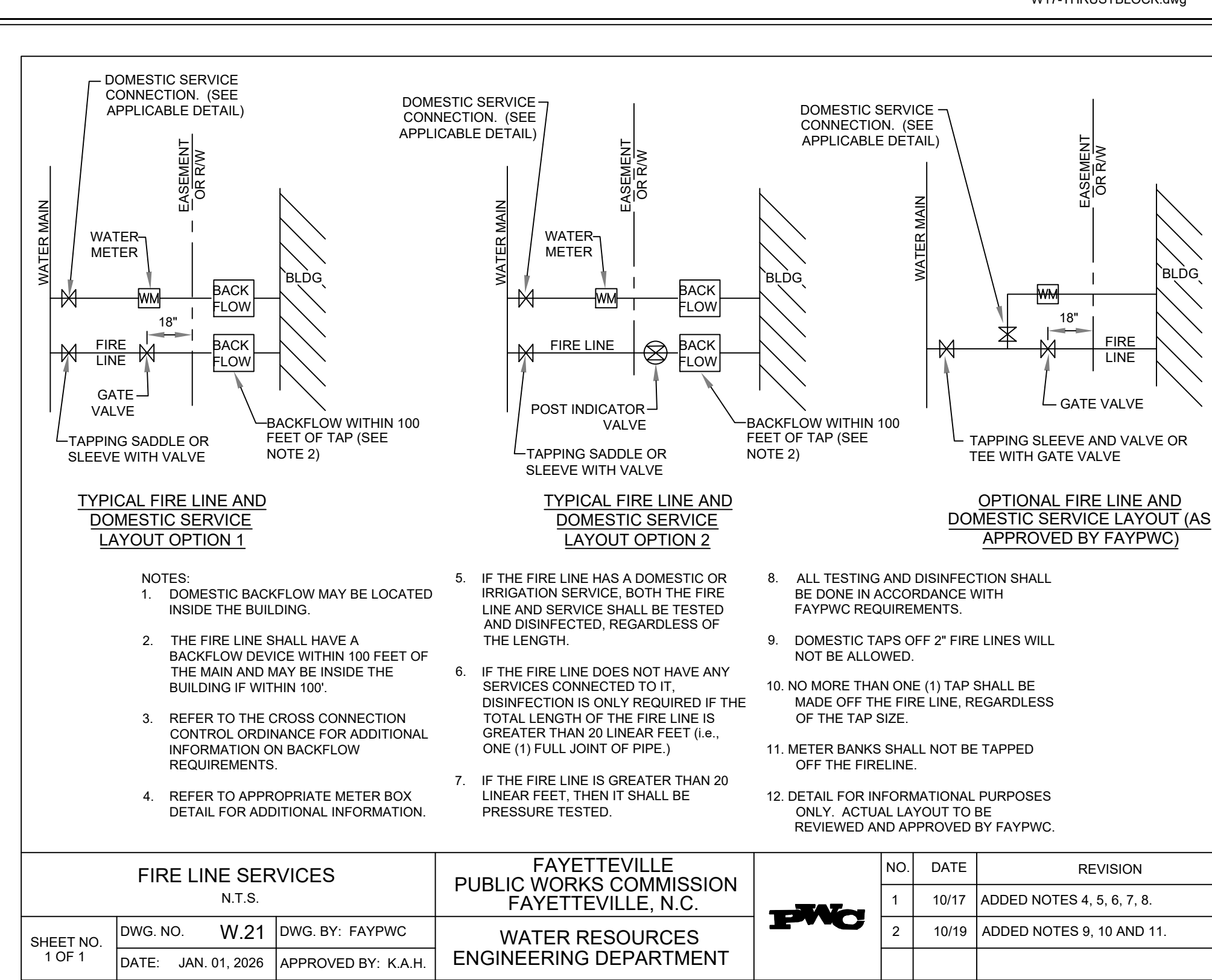
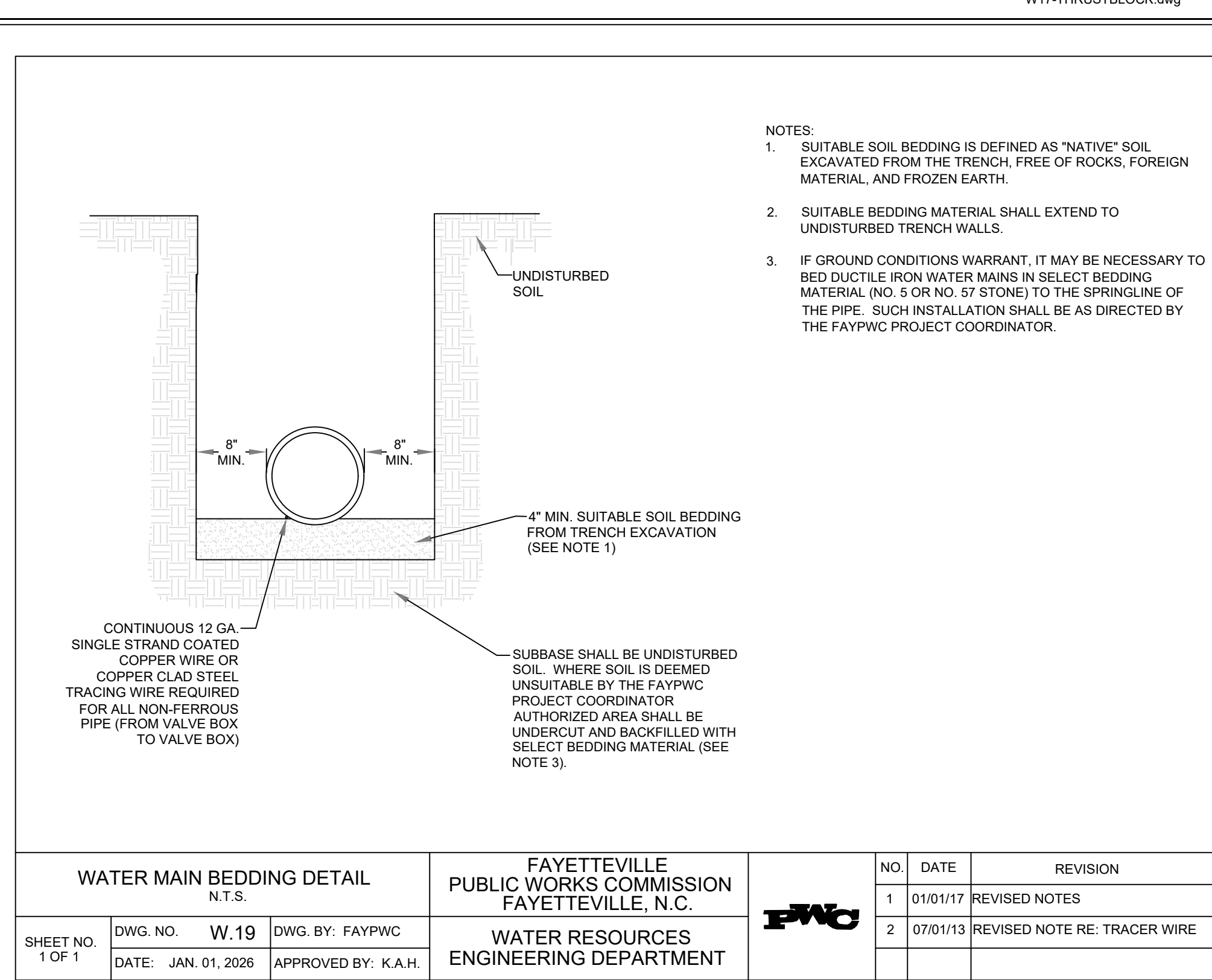
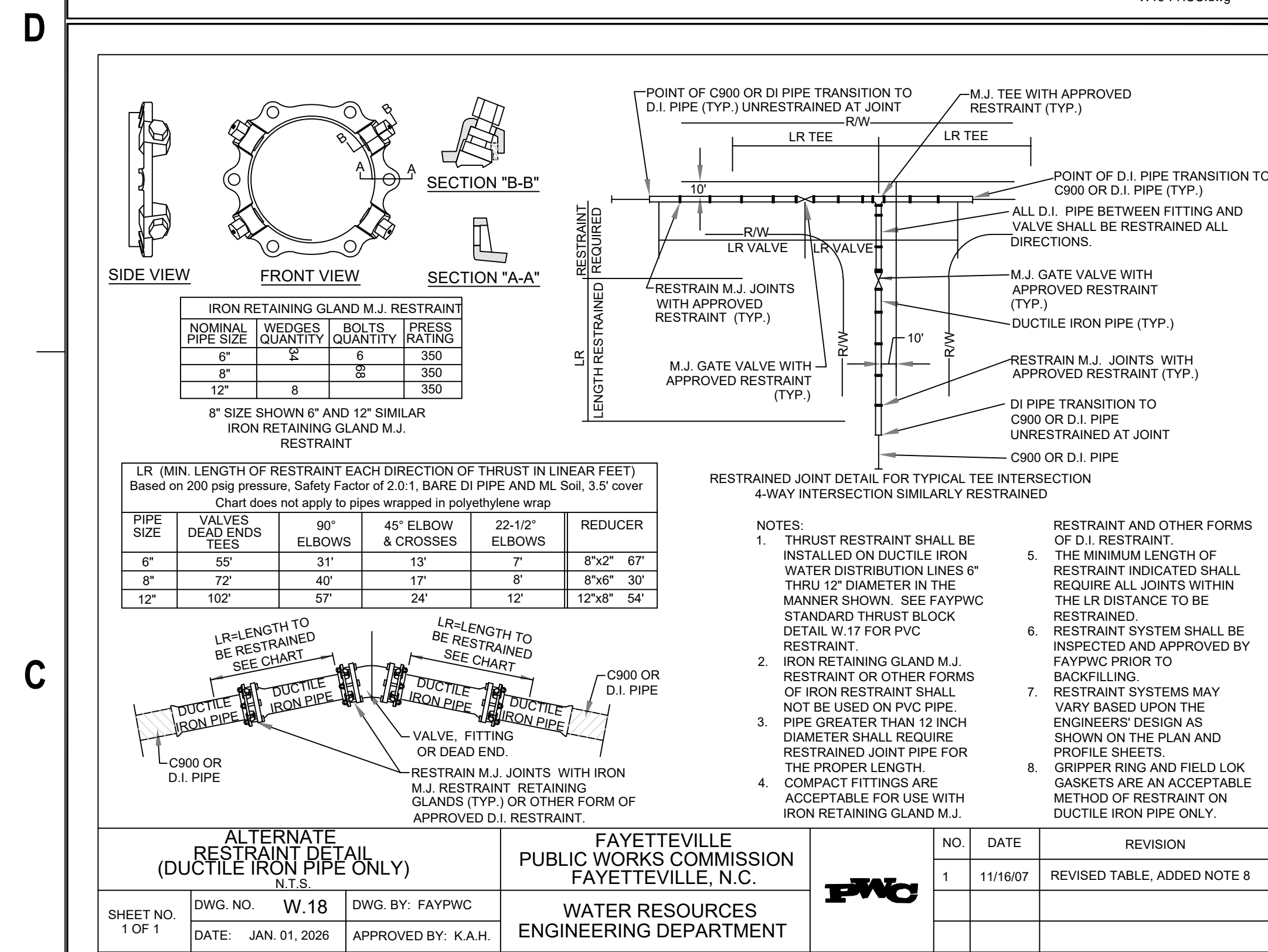
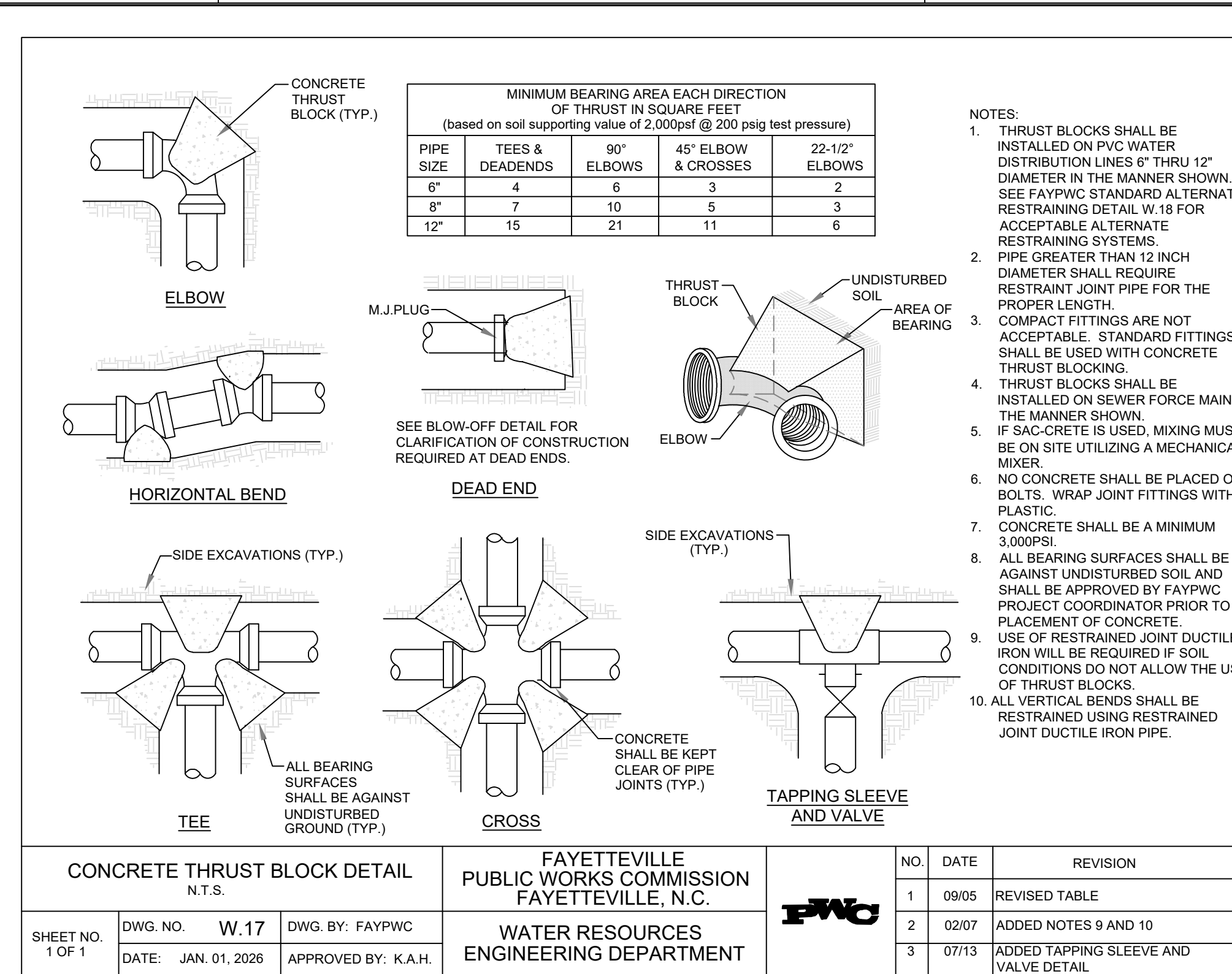
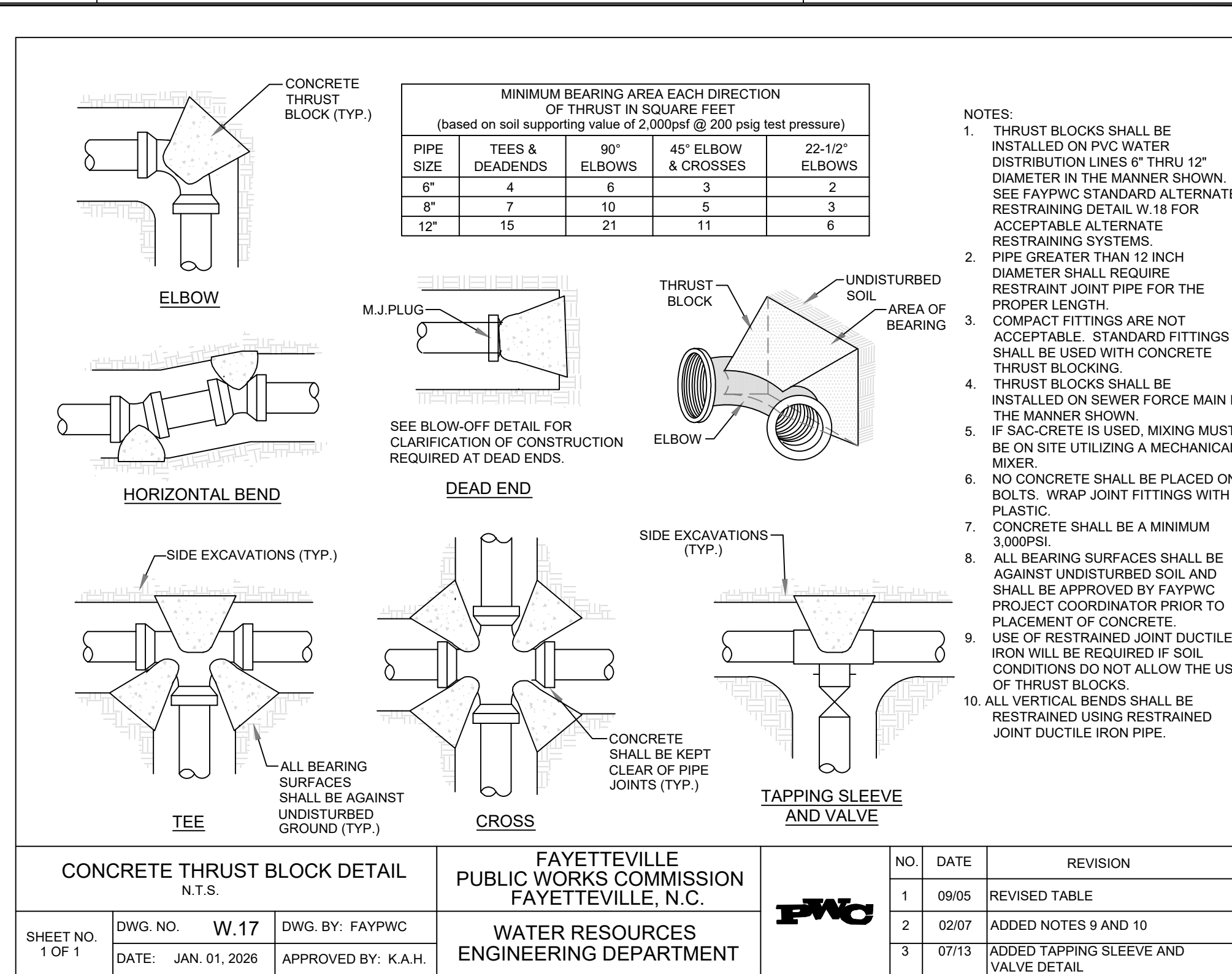
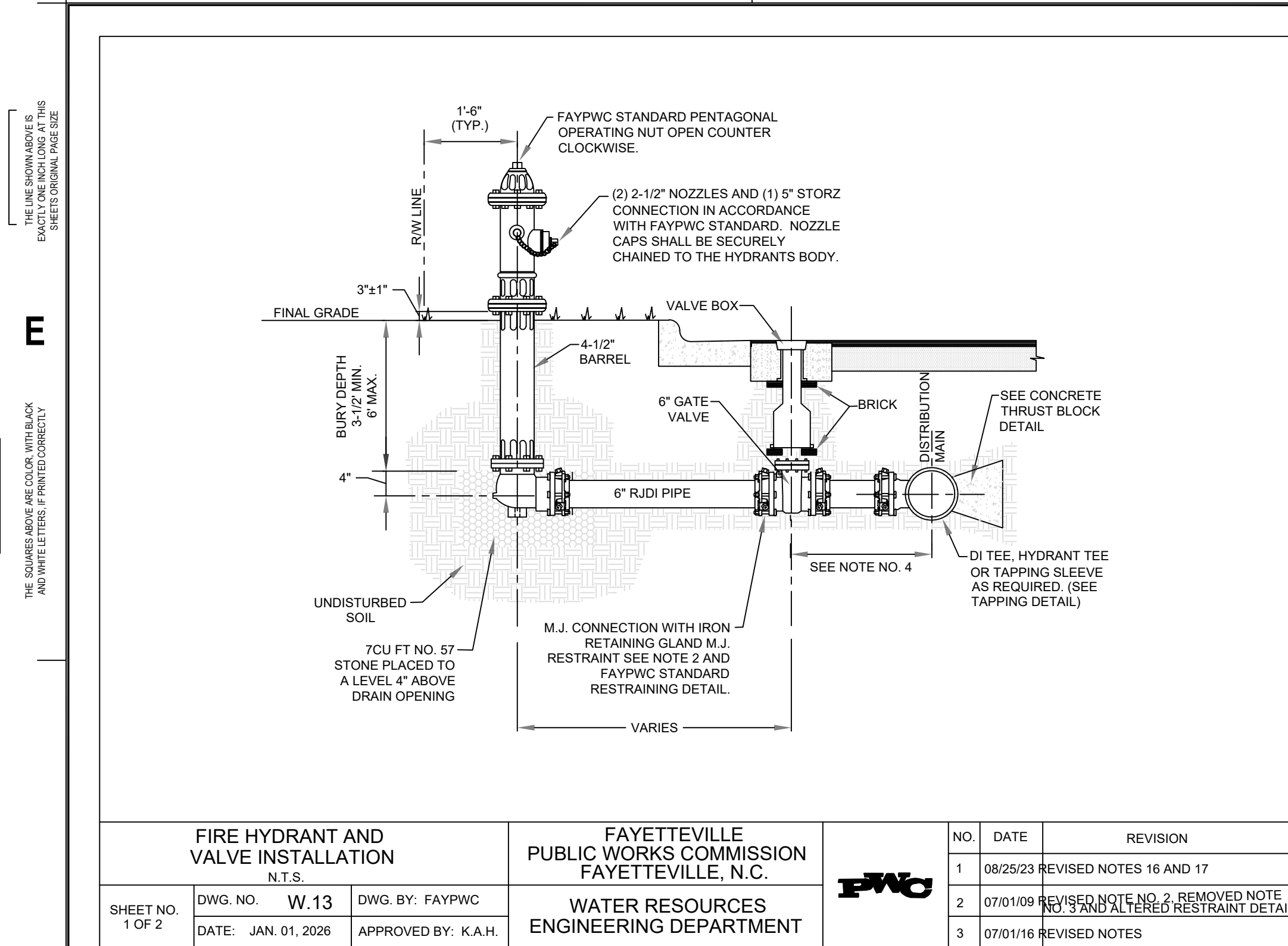
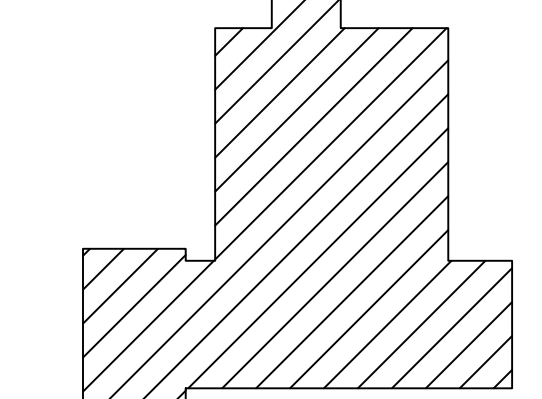
Drawing
STORMWATER
NOTES & DETAILS

C6.4

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2026-07-22
SCHEMATIC DESIGN PROGRESS

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[illegible]



QUESTIONS

Question: If the entire building is communications center all exterior windows, walls, and doors are ballistic rated. What parts of the building will be a designated critical operations area (DCOA)?

Response: All exterior components will be rated as required in Hardened Area. Please see sheet A-102 for designated Hardened Area shown in red.

Question: Large display - short throw projector? Plan south too?

Response: Details will be coordinated in DD phase.

Question: Are there any appliances here?

Response: No appliances currently located in Kitchenette 3.3. Appliances can be added in DD as desired.

Question: Add power, hidden trash cans, and seats during DDs

Response: Noted, will add the above during DDs.

Question: Exit only?

Response: Doors located within Training Room (2,2) are exit doors only.

Question: AV cabinet here or another area inside the room.

Response: Noted, will be added during DDs.

Question: Add seating and power

Response: Noted, will be added during DDs.

Question: Requesting flush mounted bottle fillers, no water fountains

Response: Noted, drawings have been updated.

Question: Owner has design concept for public bathrooms - backlit LED mirrors elongated stall doors

Response: Noted, further coordination will come during DDs.

Question: Add ice machine

Response: Under counter ice machine has been added

Question: No sink on island- all clear surface.

Response: Sink has been removed.

Question: Add vestibule.

Response: Noted, will be further investigated during DDs.

Question: Wall in patio

Response: Half-Wall has been added in Patio.

Question: Is this millwork for trash & recycling?

Response: This is not millwork as currently shown, but vending machines. Can be millwork if preferred.

Question: is it possible to extend this room to accommodate 2 more training seats?

Response: Noted, will be further investigated during DDs.

Question: Can UPS go in electrical or MDF?

Response: Noted, will be further investigated during DDs.

Question: open storage/locking cabinets- no walls

Response: Walls have been removed and additional storage added.

Question: Access to space inside "vestibule"

Response: Key card access.

Question: Access from exterior and hardened space?

Response: Current configuration shows access from secured vestibule. This can be investigated further during DDs.

Question: exit only? (Call Center)

Response: Correct, exit only.

Question: move this door nearer to hallway

Response: Will be investigated further during DDs, pending additional vestibule.

Question: this door opening should be in bunk room - double or barn style?

Response: Doors can be double doors.

Question: Kitchenette only no full appliance set, fridge, microwave, bottle filler, ice.

Response: Full appliance set has been removed and updated.

Question: Rotate so coaching is adj to ops floor toilet(s) behind and small hall back to remove 1 toilet room.

Response: Noted, will be further investigated during DDs.

Question: remove widow to reduce cost?

Response: Noted, will be further investigated during DDs.

Question: remove this door or add vestibule? (Kitchenette 3.3)

Response: Noted, will be further investigated during DDs.

Question: Rotate 180 to move work area away from leadership offices

Response: Work area has been rotated. Full impact will be coordinated during DDs.

[illegible]

Project Number:	225358
Drawn By:	OA / JS
Checked By:	DP

KEY PLAN:

The key plan shows the site layout with the building footprint, parking areas, and surrounding streets. The building is located on the corner of 1st St and 2nd St. The plan includes a north arrow pointing towards the top right of the page.

Drawing

FLOOR PLAN

A-101

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2026-07-22
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Project Number:	225358
Drawn By:	OA / JS
Checked By:	DP

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[illegible]

Checked By: DP

REFLECTED CEILING
PLAN

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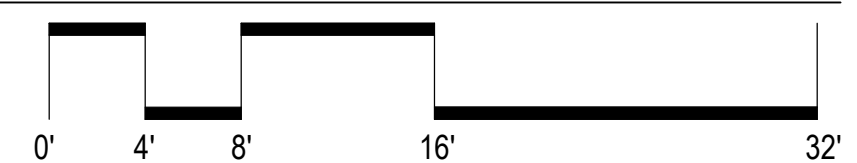
THE SQUARES ABOVE ARE COLOR. WITH BLACK AND WHITE LETTERS, IF PRINTED CORRECTLY

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1 REFLECTED CEILING PLAN

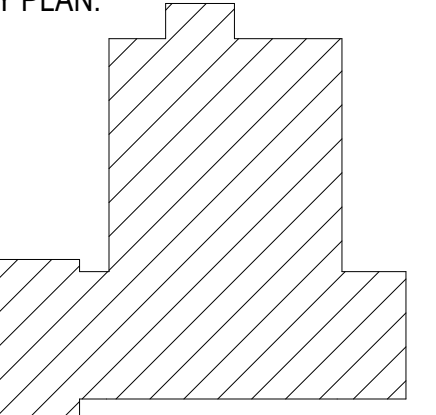
	A-121	1/8" = 1'-0"
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[illegible]

Project Number:	225358
Drawn By:	OA / JS
Checked By:	DP

KEY PLAN: 



ROOF PLAN

A-141

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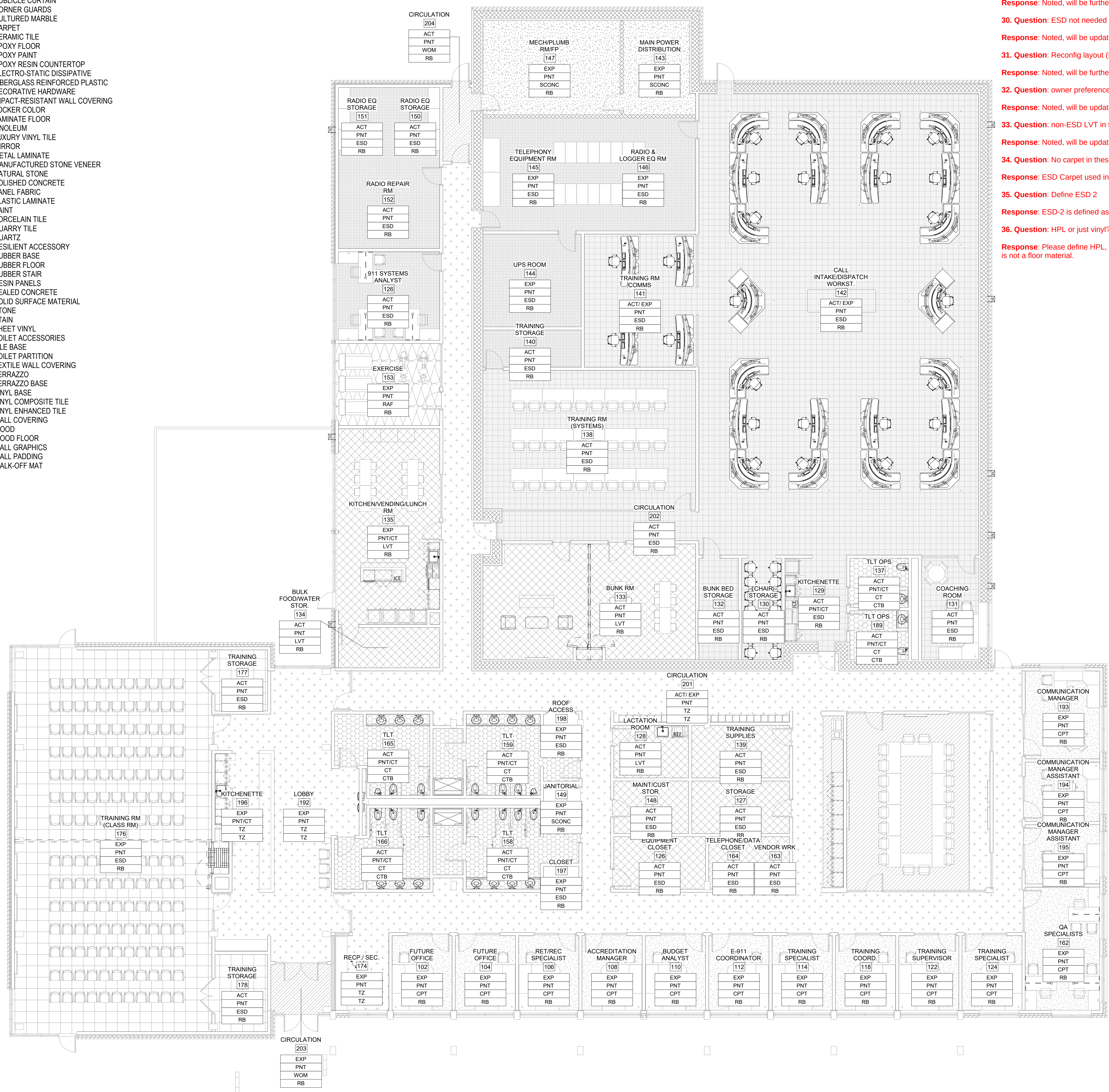
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ACT
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HDW
IRWC
LC
LF
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LVT
MIR
ML
MSV
NS
PC
PF
PLAM
PNT
POR
QT
QTZ
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RB
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RP
SC
SSM
ST
STN
SV
TB
TP
TWC
TZ
TZB
VB
VBT
VET
WC
WF
WG
WP
WOM

ACOUSTICAL CEILING PANEL
ACOUSTICAL PANEL
ACOUSTICAL WALL COVERING
BRICK
CABINETS
CUBICLE CURTAIN
CORNER GUARDS
CULTURED MARBLE
CARPET
CERAMIC TILE
EPOXY FLOOR
EPOXY PAINT
EPOXY RESIN COUNTERTOP
ELECTROSTATIC DISSIPATIVE
FIBERGLASS REINFORCED PLASTIC
DECORATIVE HARDWARE
IMPACT-RESISTANT WALL COVERING
LOCKER COLOR
LAMINATE FLOOR
LINOLEUM
LUXURY VINYL TILE
MIRROR
METAL LAMINATE
MANUFACTURED STONE VENEER
NATURAL STONE
POLISHED CONCRETE
PANEL FABRIC
PLASTIC LAMINATE
PAINT
PORCELAIN TILE
QUARRY TILE
QUARTZ
RESILIENT ACCESSORY
RUBBER BASE
RUBBER FLOOR
RUBBER STAIR
RESIN PANELS
SEALED CONCRETE
SOLID SURFACE MATERIAL
STONE
STAIN
SHEET VINYL
TOILET ACCESSORIES
TILE BASE
TOILET PARTITION
TEXTILE WALL COVERING
TERRAZZO
TERRAZZO BASE
VINYL BASE
VINYL COMPOSITE TILE
VINYL ENHANCED TILE
WALL COVERING
WOOD
WOOD FLOOR
WOOD GRAPHICS
WALL PADDING
WALK-OFF MAT



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SUITE 1000
RALEIGH, NC 27609
919.825.4882

CIVIL

TIMMONS
5410 TRENTY ROAD
SUITE 105
919.888.4951

STRUCTURAL
LYNDY HYKINS / IMEG
301A WEST STREET
SUITE 105
919.785.4853

MERPP & TECHAV
OPTIMA
434 HAY STREET
SUITE 2950
DOWNSIDE / TAYLOR / PHOENIX

CITY OF FAYETTEVILLE
911 CENTER

433 HAY STREET
FAYETTEVILLE, NC 28301

1. IDENTIFICATION OF INTERIOR FINISHES ARE LOCATED THROUGHOUT THE SCOPE OF WORK.
2. UNLESS INDICATED OTHERWISE:
 - A. ALL INTERIOR WALLS TO BE PAINTED P-1
 - B. ALL HM DOOR FRAMES TO BE PAINTED P-9
 - C. ALL WINDOW SILLIS TO BE SS-1
 - D. ALL WINDOW RESISTANT GYP. TO BE PAINTED PS UP TO CONTROL JOINT
3. ALL FLOOR MATERIALS TO BE SET, JOINTED AT TRANSITIONS ON CENTER OF DOOR LEAF WHERE APPLICABLE, UNO. PROVIDE EDGE PROTECTION AND TRANSITION PROFILES WHERE MATERIAL CHANGES AND/OR STOPS.
4. PAINT ALL EXPOSED STRUCTURE (BEAMS, JOISTS, ETC), EXPOSED CONDUIT, EXPOSED DUCT AND PIPING (INCLUDING INSULATION), BEFORE TRYING FINISH LAYOUT FOR COLOR.
5. ALL WALL MOUNTED CASEWORK, MILLWORK, HARDWARE, EQUIPMENT, ETC. SHALL BE ANCHORED TO IN-WALL METAL STRAPPING OR PLYWOOD/LUMBER BLOCKING INSTALLED BEFORE TRYING STUD FRAMING, UNO.
6. FIBER REINFORCED PLASTIC PANELING WALL PROTECTION FOR CUSTOMAL ROOMS SHALL BE EXTENDED 4'-0" IN BOTH DIRECTIONS FROM MOP SINK AND SHALL BE 4'-0" ABOVE WALL BASE, UNO.
7. FIBER REINFORCED PLASTIC PANELING WALL PROTECTION FOR KITCHEN AND APURTENMENT ROOMS SHALL BE LOCATED ON ALL WALLS AND EXTEND FROM WALL BASE TO CEILING.
8. ALL FLOORING MATERIALS TO CONTINUE UNDER CASEWORK, TO THE KICK OR IF OPEN, TO WALL.

(XX)	SHEET KEYNOTES
NUM.	NOTE

QUESTIONS

28. Question: Flooring preference is rubber (Radio Repair Room)

Response: Noted, will be updated during DDs.

29. Question: review flooring choice (Telephone Equipment Room)

Response: Noted, will be further investigated during DDs.

30. Question: ESD not needed (Training Room)

Response: Noted, will be updated during DDs.

31. Question: Reconfig layout (Kitchen/Vending/Lunch Room)

Response: Noted, will be further investigated during DDs.

32. Question: owner preference is ESD LVT (poss wood grain)

Response: Noted, will be updated during DDs.

33. Question: non-ESD LVT in these areas.

Response: Noted, will be updated during DDs.

34. Question: No carpet in these technology spaces.

Response: ESD Carpet used in this area to reduce static and protect equipment.

35. Question: Define ESD 2

Response: ESD-2 is defined as an ESD Carpet.

36. Question: HPL or just vinyl?

Response: Please define HPL, which is typically a High-Pressure Laminate. This is not a floor material.

CLASSROOM	ROOM NAME
B112	ROOM NUMBER
ACT-1	CEILING FINISH
PNT-1	WALL FINISH
CPT-1	FLOOR FINISH
RB-1	BASE MATERIAL

	ELECTRO-STATIC DISSIPATIVE CARPET (ESD-1)
	ESD-2
	ELECTRO-STATIC DISSIPATIVE LVT (ESD-3)
	LVT-1
	CPT-1
	CPT-2
	CPT-3
	CT-1
	RAF-1
	TZ-1
	SCONG

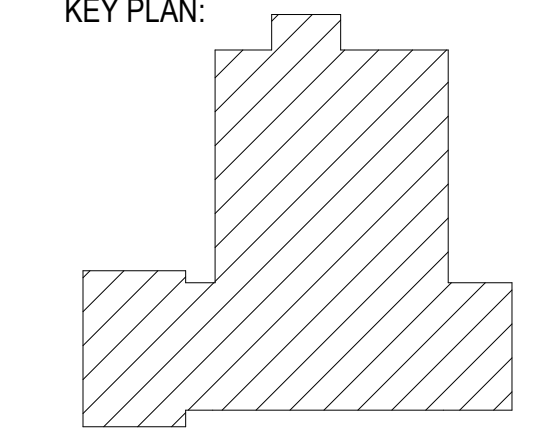
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Project Number: 225358

Drawn By: OA / JS

Checked By: _____ DP

KEY PLAN:



Drawing

FINISH PLAN- LEVEL 01

A-151

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2026-07-22
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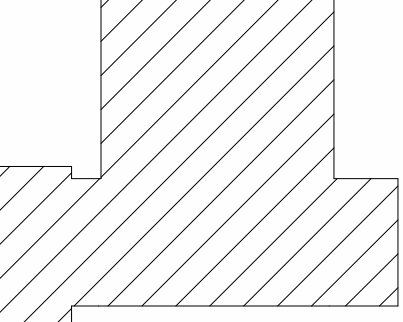
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INTERIOR FINISH SCHEDULE								
TAG	MATERIAL	MANUFACTURER	PRODUCT	PRODUCT COLOR	PRODUCT SIZE	INSTALLATION	COMMENTS	CURRENT REV
BASE								
RB-1	RUBBER BASE							
CEILING- TILE								
ACT-1	ACOUSTIC CEILING TILE							
ACT-3								
COUNTERTOP								
QTZ-1	QUARTZ							
FLOORING								
CFT-1	CARPET TILE							
CFT-2	CARPET TILE							
CT-1	CERAMIC TILE							
ESD-1	ELECTRO STATIC DISSIPATIVE CARPET							
ESD-2	ELECTRO STATIC DISSIPATIVE CARPET							
ESD-3	ELECTRO STATIC DISSIPATIVE LVT							
LVT-1	LUXURY VINYL TILE							
RAF-1	RUBBER ATHLETIC FLOORING							
SCONC	SEALED CONCRETE							
TZ-1	TERRAZZO							
GLAZING								
GL11								
GL31								
GYPSUM BOARD								
GB-1								
PLASTIC LAMINATE								
PLAM-1	PLASTIC LAMINATE							

ROOM		FLOOR		MILLWORK			CEILING	MISCELLANEOUS	NOTES
NUMBER	NAME	FLOOR	BASE	WALL FINISH	HORIZONTAL	VERTICAL			
LEVEL 01									
102	FUTURE OFFICE	CPT	RB	PNT	-	-	EXP		
104	FUTURE OFFICE	CPT	RB	PNT	-	-	EXP		
106	RETIRED SPECIALIST	CPT	RB	PNT	-	-	EXP		
108	ACCREDITATION MANAGER	CPT	RB	PNT	-	-	EXP		
110	BUDGET ANALYST	CPT	RB	PNT	-	-	EXP		
112	E-911 COORDINATOR	CPT	RB	PNT	-	-	EXP		
114	TRAINING SPECIALIST	CPT	RB	PNT	-	-	EXP		
118	TRAINING COORD.	CPT	RB	PNT	-	-	EXP		
122	TRAINING SUPERVISOR	CPT	RB	PNT	-	-	EXP		
124	TRAINING SPECIALIST	CPT	RB	PNT	-	-	EXP		
124	CONFERENCE	CPT	RB	PNT			ACT/EXP		
126	911 SYSTEMS ANALYST	ESD	RB	PNT	-	-	ACT		
126	EQUIPMENT CLOSET	ESD	RB	PNT	-	-	ACT		
127	STORAGE	ESD	RB	PNT	-	-	ACT		
128	LACTATION ROOM	LVT	RB	PNT	QITZ	PLAM	ACT		
129	KITCHENETTE	ESD	RB	PNT/CT	QITZ	PLAM	ACT		
130	CHAIR STORAGE	ESD	RB	PNT	-	-	ACT		
131	COACHING ROOM	ESD	RB	PNT	-	-	ACT		
132	BUNK BED STORAGE	ESD	RB	PNT	-	-	ACT		
133	BUNK RM	LVT	RB	PNT	-	-	ACT		
134	BULK FOOD/WATER STOR.	LVT	RB	PNT	-	-	ACT		
135	KITCHEN/VENDING/LUNCH RM	LVT	RB	PNT/CT	QITZ	PLAM	EXP		
137	TLT OPS	CT	CTB	PNT/CT	QITZ	PLAM	ACT		
138	TRAINING RM (SYSTEMS)	ESD	RB	PNT	-	-	ACT		
139	TRAINING SUPPLIES	ESD	RB	PNT	-	-	ACT		
140	TRAINING STORAGE	ESD	RB	PNT	-	-	ACT		
141	TRAINING RM COMMENTS	ESD	RB	PNT	-	-	ACT/EXP		
142	CALL INTAKE/DISPATCH WORKST.	ESD	RB	PNT	-	-	ACT/EXP		
143	MAIN POWER DISTRIBUTION	SCONC	RB	PNT	-	-	EXP		
144	UPS ROOM	ESD	RB	PNT	-	-	EXP		
145	TELEPHONY EQUIPMENT RM	ESD	RB	PNT	-	-	EXP		
146	RADIO & LOGGER EQ RM	ESD	RB	PNT	-	-	EXP		
147	MECH/PLUMB RM/FP	SCONC	RB	PNT	-	-	EXP		
148	MAINT/CUST STOR.	ESD	RB	PNT	-	-	ACT		
149	JANITORIAL	SCONC	RB	PNT	-	-	EXP		
150	RADIO EQ STORAGE	ESD	RB	PNT	-	-	ACT		
151	RADIO EQ STORAGE	ESD	RB	PNT	-	-	ACT		
152	RADIO REPAIR RM	ESD	RB	PNT	-	-	ACT		
153	EXERCISE	RAF	RB	PNT	-	-	EXP		
157	WORK/COPY/FILE AREA	TZ	TZ	PNT	QITZ	PLAM	EXP		
158	TLT	CT	CTB	PNT/CT	QITZ	PLAM	ACT		
159	CT	CTB	PNT/CT	QITZ	PLAM	ACT			
162	QA SPECIALISTS	CPT	RB	PNT	-	-	EXP		
163	VENDOR WRK	ESD	RB	PNT	-	-	ACT		
164	TELEPHONE/DATA CLOSET	CT	CTB	PNT	-	-	ACT		
165	TLT	CT	CTB	PNT/CT	QITZ	PLAM	ACT		
166	TLT	CT	CTB	PNT/CT	QITZ	PLAM	ACT		
174	RECP / SEC.	TZ	TZ	PNT	QITZ	PLAM	EXP		
176	TRAINING RM (CLASS RM)	ESD	RB	PNT	-	-	EXP		
177	TRAINING STORAGE	ESD	RB	PNT	-	-	ACT		
178	TRAINING STORAGE	ESD	RB	PNT	-	-	ACT		
189	TLT OPS	CT	CTB	PNT/CT	QITZ	PLAM	ACT		
192	LOBBY	TZ	TZ	PNT	-	-	EXP		
193	COMMUNICATION/MANAGER	CPT	RB	PNT	-	-	EXP		
194	COMMUNICATION/MANAGER ASSISTANT	CPT	RB	PNT	-	-	EXP		
195	COMMUNICATION/MANAGER ASSISTANT	CPT	RB	PNT	-	-	EXP		
196	KITCHENETTE	TZ	TZ	PNT/CT	QITZ	PLAM	EXP		
197	CLOSET	ESD	RB	PNT	-	-	EXP		
198	ROOF ACCESS	ESD	RB	PNT	-	-	EXP		
201	CIRCULATION	TZ	TZ	PNT	-	-	ACT/EXP		
202	CIRCULATION	ESD	RB	PNT	-	-	ACT		
203	CIRCULATION	WOM	RB	PNT	-	-	EXP		
204	CIRCULATION	WOM	RB	PNT	-	-	ACT		

[illegible]

Drawn By: OA / JS



LEVATIONS

A-201

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026-07-22
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ed Coplan Macht, Inc.

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MATERIAL LEGEND

BRICK 1

MTL PANEL 1

MTL PANEL 2

3 | ELEVATION - EXTERIOR SOUTH

A-201	$1/8" = 1'-0"$
-------	----------------

4 | ELEVATION - EXTERIOR WEST

A-201	1/8" = 1'-0"
-------	--------------

1 | ELEVATION - EXTERIOR NORTH

A-201	1/8" = 1'-0"
-------	--------------

2 | ELEVATION - EXTERIOR EAST

A-201	$1/8" = 1'-0"$
-------	----------------

1

2

3

4

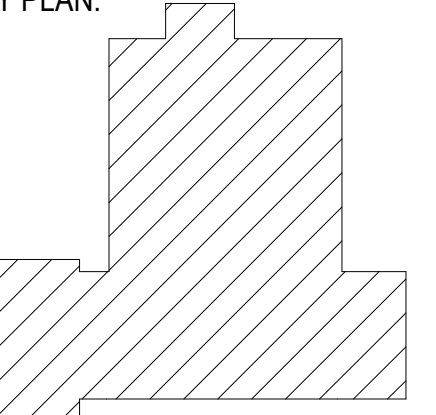
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Project Number:	225358
Drawn By:	OA / JS
Checked By:	DP

KEY PLAN:



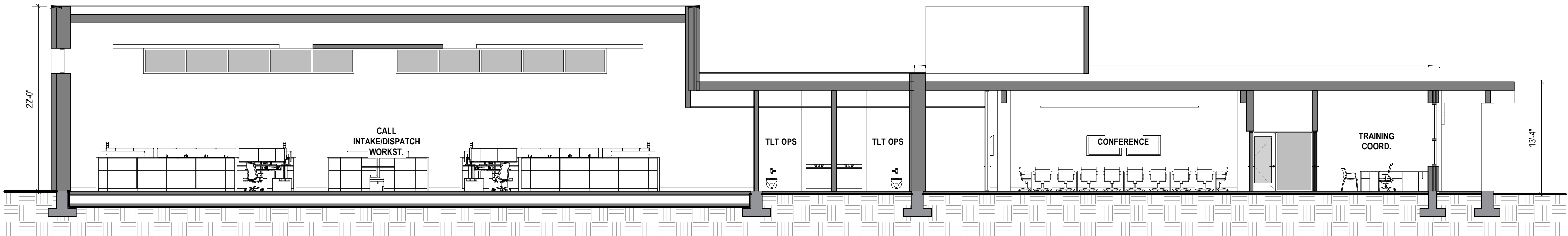
BUILDING SECTIONS

A-301

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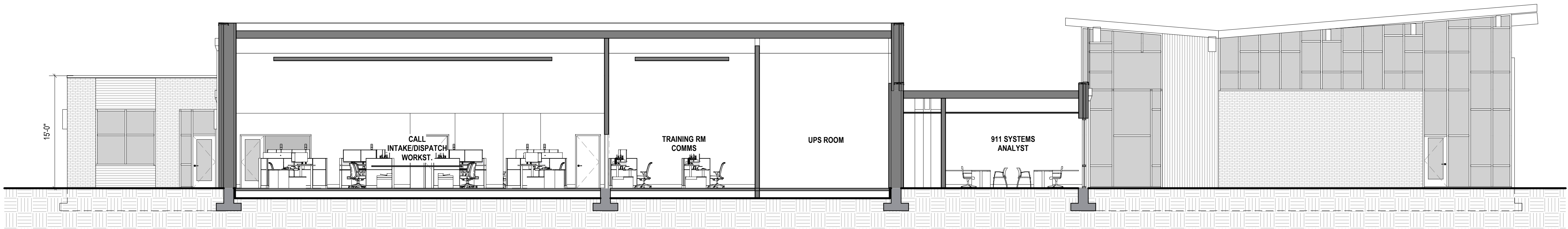
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ed Coplan Macht, Inc.



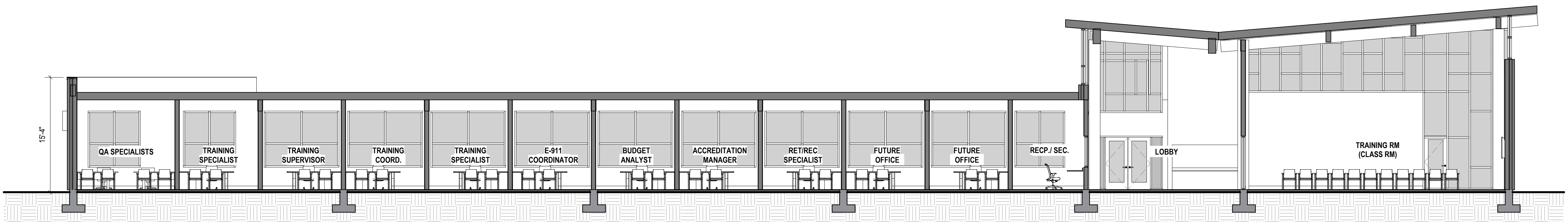
1 BUILDING SECTION - PSAP & OFFICES

A-301	1/8" = 1'-0"
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2 BUILDING SECTION - PSAP & MECH

A-301	$1/8'' = 1'-0''$
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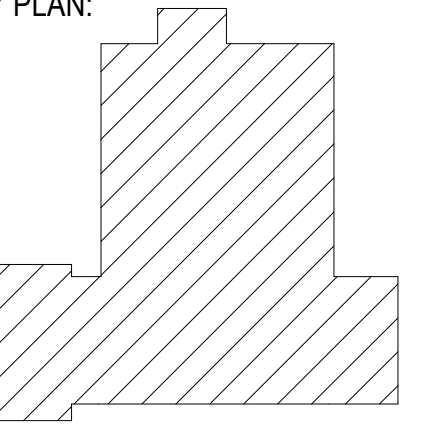
3 BUILDING SECTION - OFFICE & TRAINING ROOM

A-301	1/8" = 1'-0"
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[illegible]

Project Number:	225358
Drawn By:	OA / JS
Checked By:	DP

KEY PLAN:



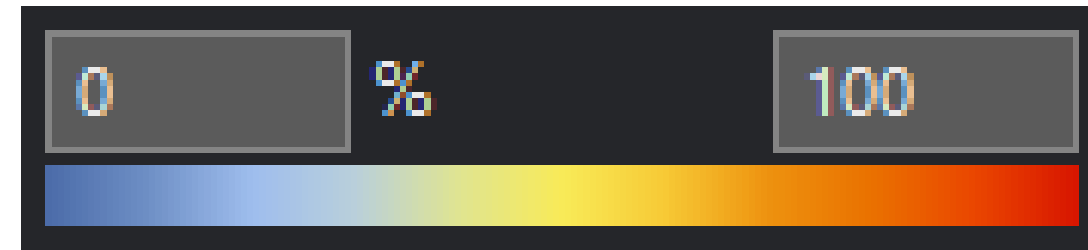
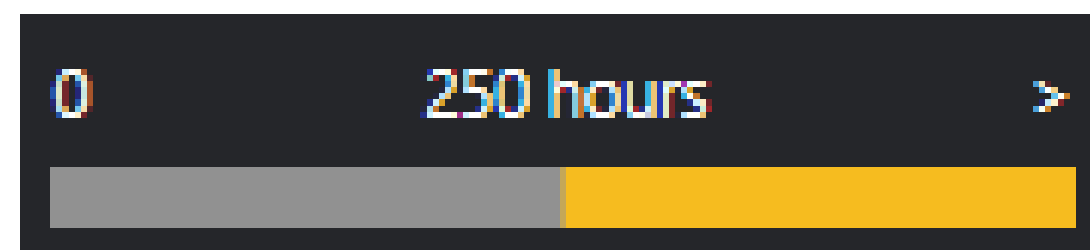
DAYLIGHT STUDY

A-801

NOT FOR CONSTRUCTION

026-07-22
SCHEMATIC DESIGN PROGRESS

and Coplan Macht, Inc.



GLARE STUDY

DAYLIGHT STUDY

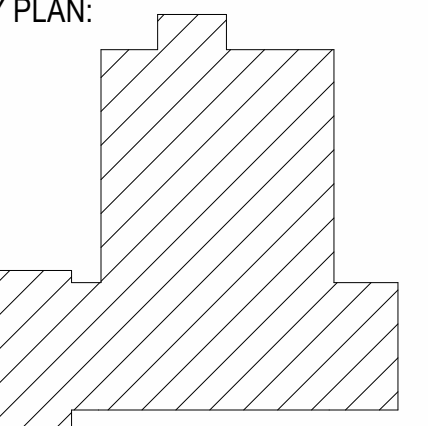
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Project Number: 225358

Drawn By: OA / JS

Checked By: DP

KEY PLAN:



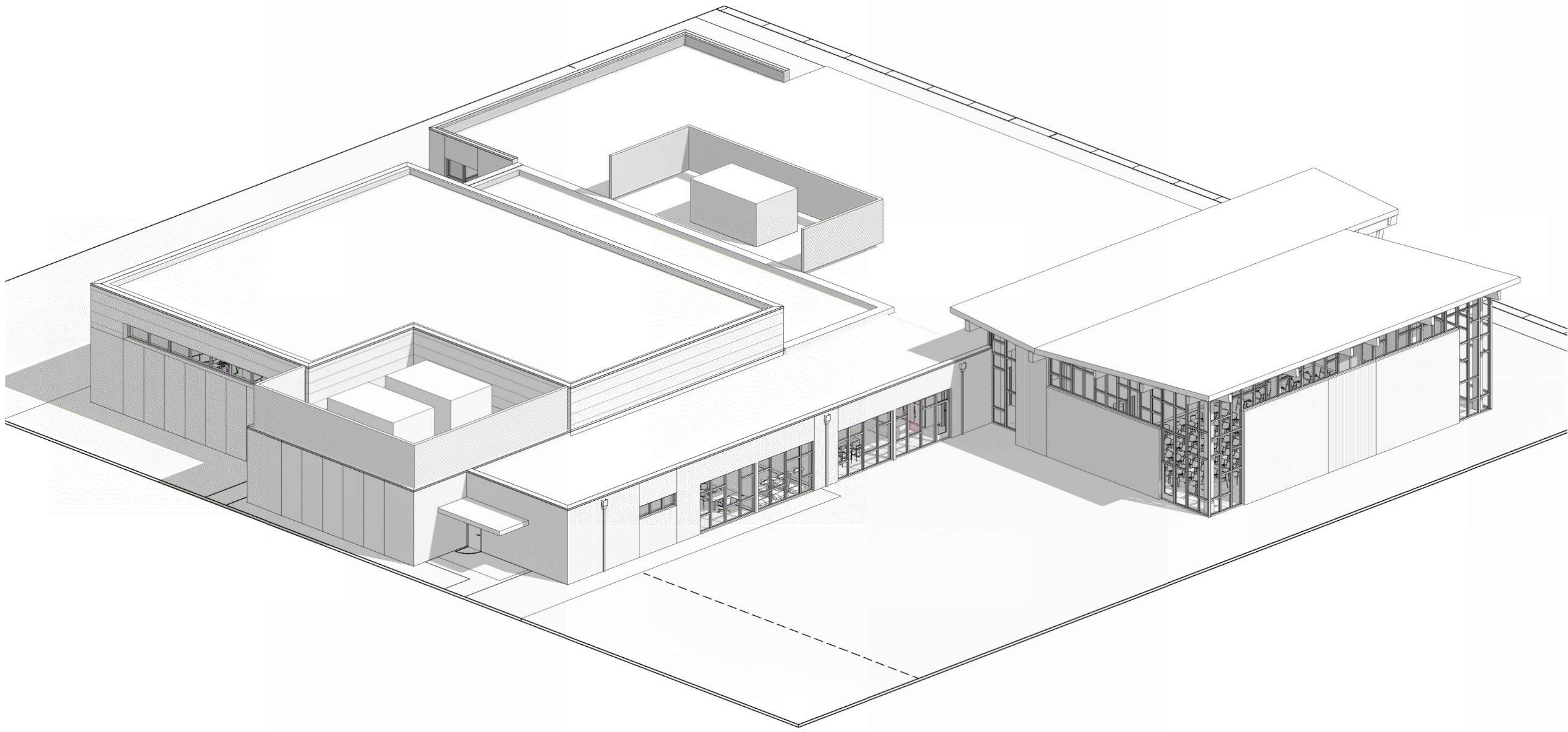
AXONOMETRIC VIEWS

A-802

NOT FOR CONSTRUCTION

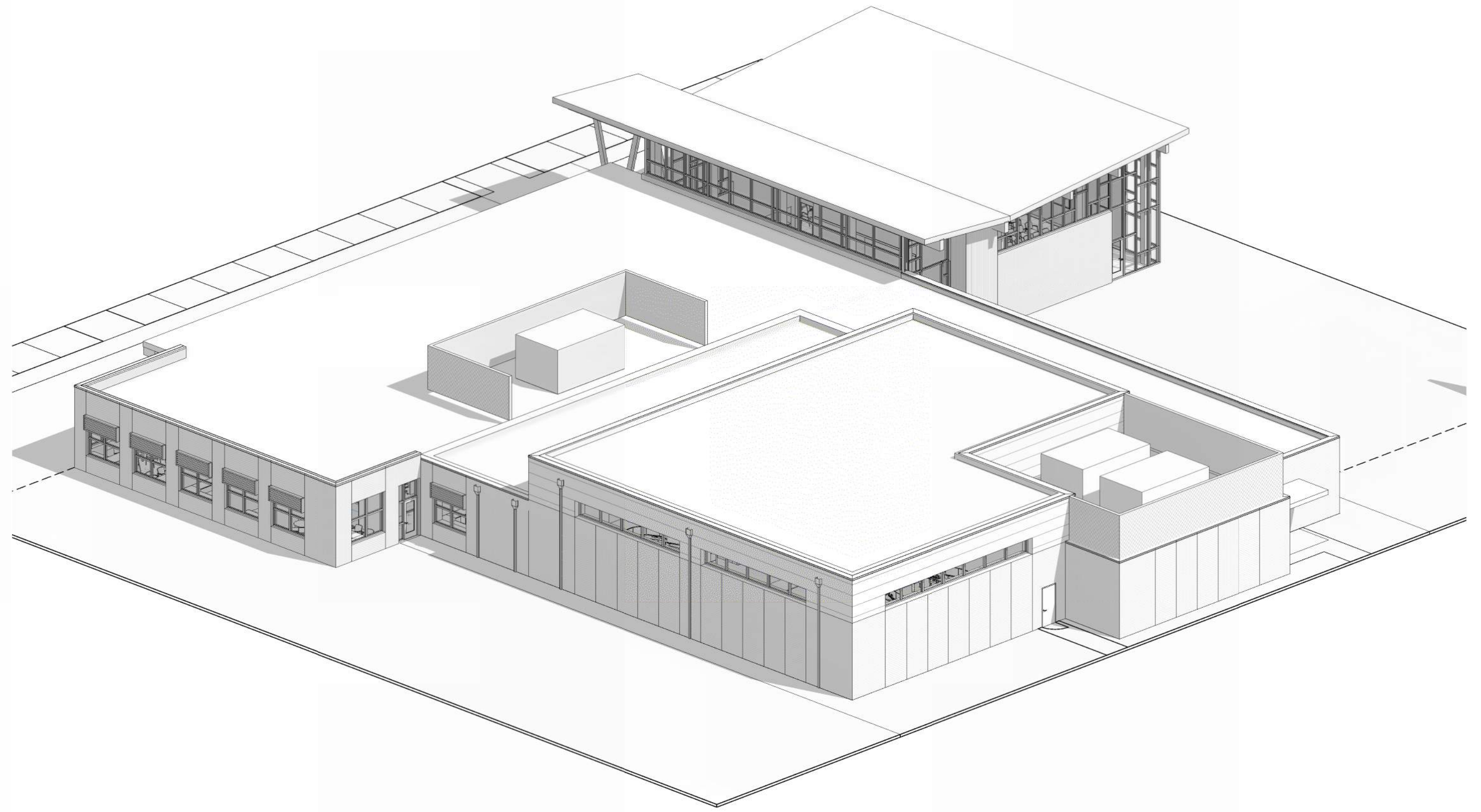
026-07-22
SCHEMATIC DESIGN PROGRESS

ed Coplan Macht, Inc.



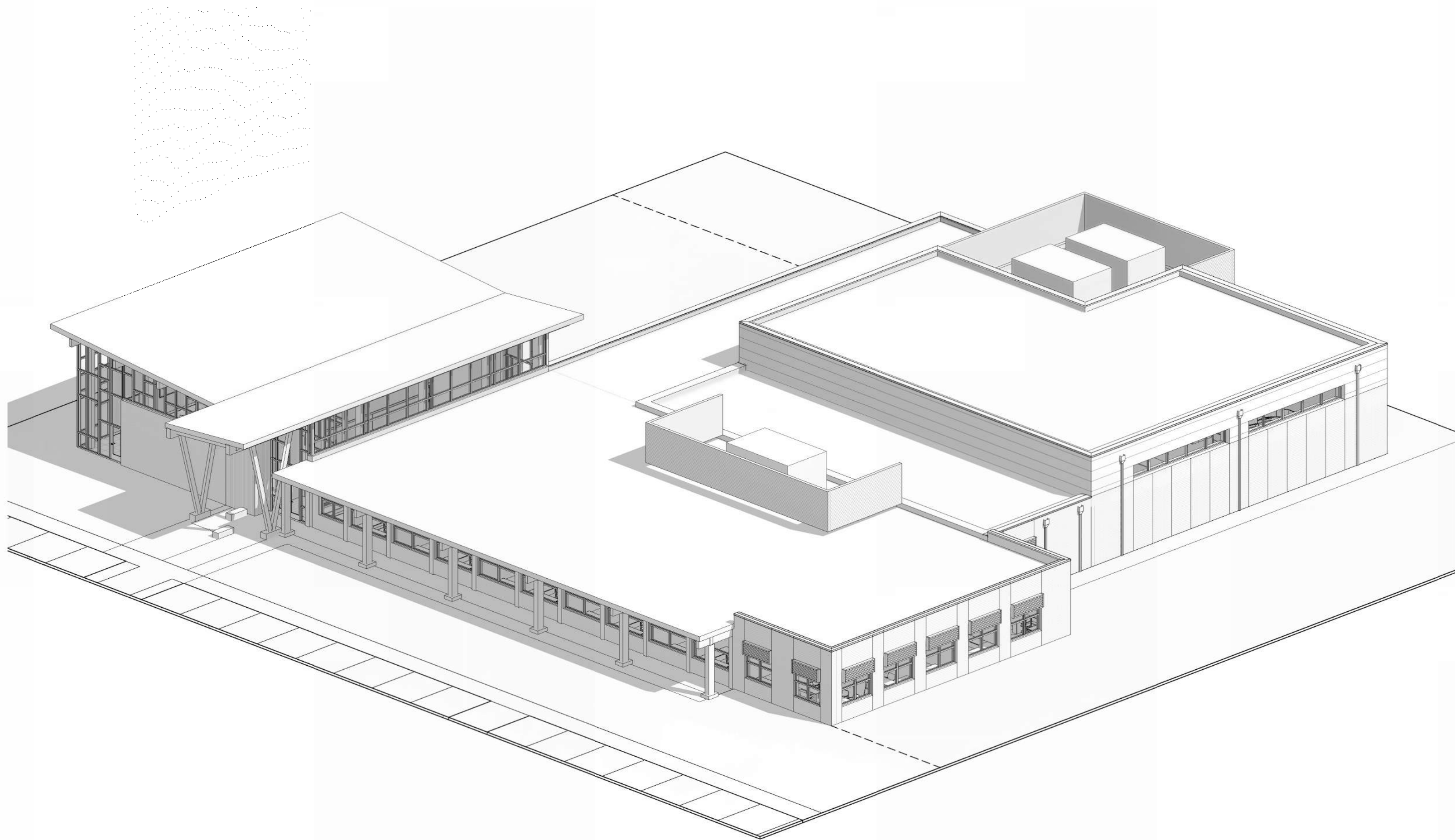
3 AXON-PRESENTATION-PLANAR- LEVEL 1 OVERALL

A-802



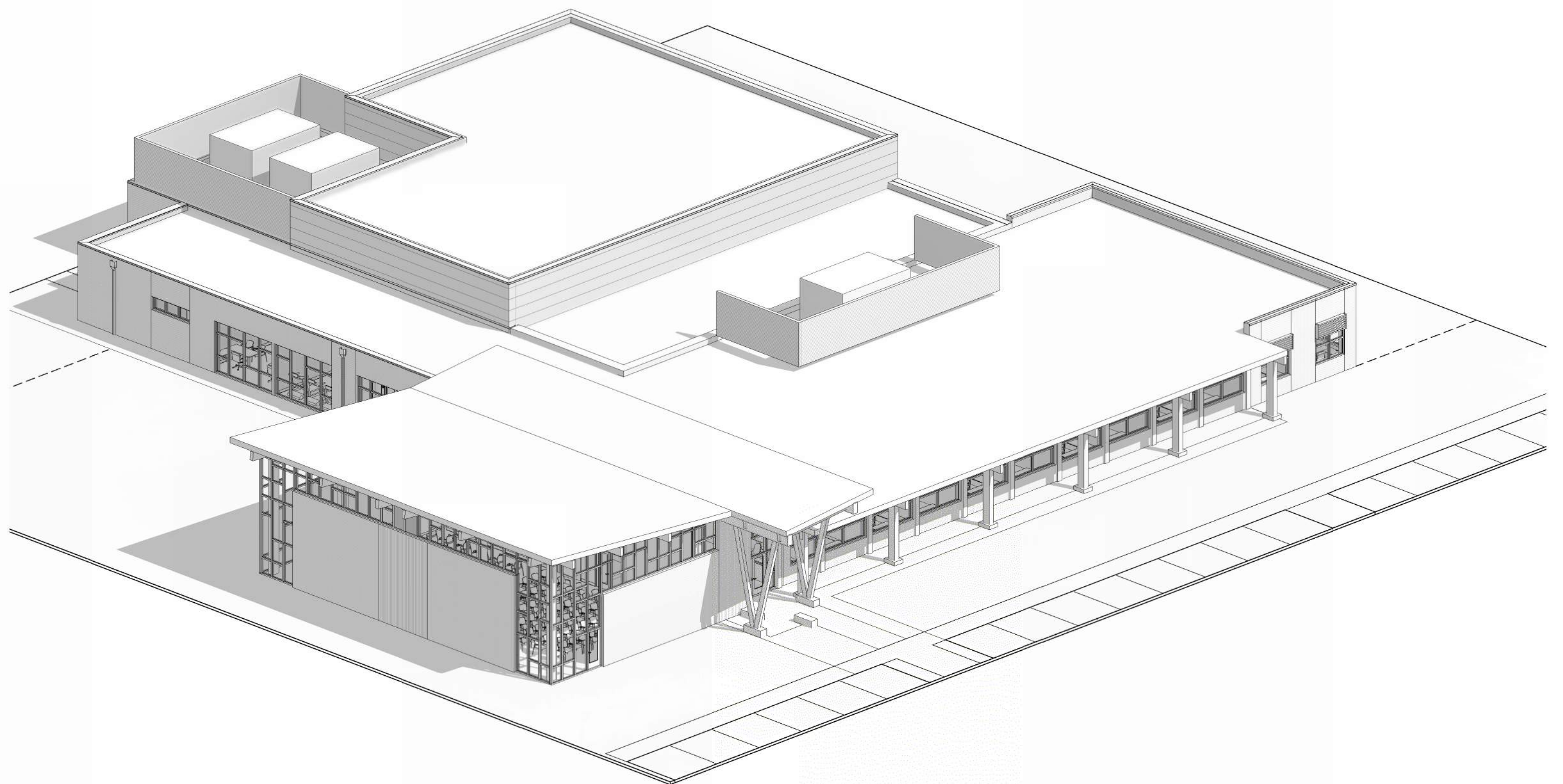
4 AXON-PRESENTATION-PLANAR- LEVEL 1 OVERALL

A-802



1 | AXON-PRESENTATION-PLANAR- LEVEL 1 OVERALL

A-802



2 | AXON-PRESENTATION-PLANAR- LEVEL 1 OVERALL

A-802

ATTACHMENT A – PROJECT DATA SHEET

Complete this form upon contract execution. All figures are subject to revision by written amendment.

PROJECT IDENTIFICATION	
Project Name:	_____
Project Description:	_____
Site Address / Location:	_____
City Department / Division:	_____
Owner's Representative:	_____
Project Designer (Architect / Engineer):	_____
BUDGET & FINANCIAL	
Total Construction Budget (City Council Approved):	\$ _____

Owner's Construction Contingency (Outside GMP; 100% City-funded):	\$ _____
CMAR-GMP Contingency Cap:	3.0% of Cost of Work + General Conditions lump sum (not to exceed 4.0%)
Cost Savings:	100% retained by the City of Fayetteville. No shared savings split. NC 911 Fund proceeds may be used only to pay actual eligible Project costs and may not be distributed as savings, incentive, or bonus.
Unused CMAR-GMP Contingency:	100% retained by the City of Fayetteville
Pre-Construction Fee:	\$ _____
Liquidated Damages Rate (Construction Phase):	\$4,000.00 per calendar day
SCHEDULE	
Pre-Construction NTP Date:	_____
Projected GMP Amendment Date:	_____
Projected Construction Start:	_____
Required Substantial Completion Date:	_____
Required Final Completion Date:	_____
SLBE / FUNDING	
SLBE Goal:	_____ %
Federal Funding:	Yes / No
Federal Agency (if applicable):	_____
Federal Award No. (if applicable):	_____
Davis-Bacon Act Applies:	Yes / No

ATTACHMENT B – PRE-CONSTRUCTION DELIVERABLES SCHEDULE

The following deliverables are required from the CMAR at each design milestone. All deliverables shall be submitted to the City's Owner's Representative and the Project Designer simultaneously. Unless otherwise noted, the City shall accept or reject each deliverable in writing within fifteen (15) days of receipt.

Milestone	Required Deliverable	Due (Days After Milestone Docs)	Acceptance Criteria
Schematic Design (SD)	Constructability Review Comments (written)	21	Written comments accepted by City
Schematic Design (SD)	Preliminary Cost Estimate by Trade / CSI Division	21	Estimate within Total Construction Budget or variance documented
Schematic Design (SD)	Budget Status Report – SD Milestone	21	Signed CMAR certification submitted
Schematic Design (SD)	Master Project Schedule – Pre-Construction Baseline	21	Approved by City
Design Development (DD)	Constructability Review Comments	21	Written comments accepted by City
Design Development (DD)	Updated Cost Estimate – DD Level	21	Within Total Construction Budget or variance plan provided
Design Development (DD)	Budget Status Report – DD Milestone	21	Signed CMAR certification submitted
Design Development (DD)	Updated Master Schedule	15	Approved by City
Design Development (DD)	Subcontractor Pre-Qualification – Initial List	30	List approved by City
Construction Documents (CD) 50%	Constructability Review Comments – 50% CD	21	Written comments accepted by City
Construction Documents (CD) 50%	Updated Cost Estimate – 50% CD Level	21	Within Total Construction Budget or variance plan
Construction Documents (CD) 50%	Subcontractor Pre-Qualification – Final List	21	Approved by City
Construction Documents (CD) 100%	Phase Transition Checkpoint Certification (Article 3.6)	10	All certifications confirmed in writing by City

ATTACHMENT C – KEY PERSONNEL

The following individuals are designated as Key Personnel for this Project. Their assignment, replacement, or removal requires the prior written approval of the City's Owner's Representative, subject to Article 8.2 of this Contract.

Role	Name	Phase Assignment	Minimum Availability
Project Executive	_____	Pre-Construction & Construction	Available within 24 hours upon request.
Project Manager	_____	Pre-Construction & Construction	Regular on-site presence during Construction Phase and available within 24 hours upon request
Project Superintendent	_____	Construction Phase	Full-time on-site
Project Engineer	_____	Pre-Construction & Construction	Full-time on-site during Construction Phase
Lead Estimator	_____	Pre-Construction Phase	Available for all estimating milestones
Safety Manager	_____	Construction Phase	Full-time on-site

Additional Key Personnel may be designated by mutual written agreement of the parties.

ATTACHMENT D – GMP AMENDMENT TEMPLATE**GMP AMENDMENT – SINGLE GMP***(Authorization to Commence Construction Services)*

This GMP Amendment (“Amendment”) is entered into as of the _____ day of _____, 20____, by and between the City of Fayetteville, North Carolina (“City”) and _____ (“CMAR”), and amends the Construction Manager at Risk Contract dated _____.

WHEREAS, the CMAR has submitted a Guaranteed Maximum Price for the Work; and
 WHEREAS, City Council has approved the GMP by resolution dated _____; and
 WHEREAS, the parties desire to formalize the GMP and authorize commencement of Construction Services;
 NOW, THEREFORE, the parties agree as follows:

GUARANTEED MAXIMUM PRICE BREAKDOWN	
Cost of the Work (Subcontracts + Direct Costs)	\$ _____
CMAR General Conditions – Fixed Lump Sum	\$ _____
CMAR-GMP Contingency (3.0% target; not to exceed 4.0%)	\$ _____
CMAR Fee (_____% – Fixed Lump Sum)	\$ _____
TOTAL GUARANTEED MAXIMUM PRICE	\$ _____

Construction Services Notice to Proceed Date: _____

Required Substantial Completion Date: _____

Required Final Completion Date: _____

Liquidated Damages Rate: \$ _____ per calendar day after required Substantial Completion

The CMAR shall deliver Performance and Payment Bonds each in the amount of \$ _____ (100% of GMP), naming the City of Fayetteville as obligee, within ten (10) days of executing this Amendment.

There shall be no shared-savings allocation. One hundred percent (100%) of any Cost Savings and of any unused CMAR-GMP Contingency shall be retained by the City pursuant to Article 6. NC 911 Fund proceeds may be used only to pay actual, eligible Project costs.