City of Fayetteville

433 Hay Street
Fayetteville, NC
28301-5537
(910) 433-1FAY (1329)

Meeting Agenda - Final

City Council Regular Meeting

Monday, February 9, 2026 | **6:30 PM** | **Council Chamber**

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 CITY MANAGER REPORT

6.0 APPROVAL OF AGENDA

7.0 PUBLIC FORUM

8.0A CONSENT AGENDA

8.0A1 26-0044 Approve Meeting Minutes:
January 5, 2026 - Work Session
January 12, 2026 - Discussion of Agenda Items
January 12, 2026 - Regular
January 14, 2026 - Special
January 21, 2026 - Agenda Briefing

Recommendation: Approve the draft minutes.

8.0A2 26-0061 Approve City Council Policies Review Committee Recommendations to City Council Policies 120.09, 160.10, and 165.3

Recommendation: Approve Council Policy Committee recommended revisions City Council Policies 120.09, 165.3 and 160.10 update the 2026 City Council Meeting Dates Calendar - Meeting Information.

8.0A3 26-0019 Approve Ordinances for Uninhabitable Structures: Demolition Recommendations

484 Tacoma Court – District 4
511 S Eastern Boulevard – District 2
905 Anarine Road – District 2
3634 Thorndike Drive – District 3

Recommendation: Staff strongly recommends that Council adopt the ordinances authorizing demolition of these structures. We will continue to engage with the property owners up to the scheduled demolition date, offering opportunities for voluntary compliance, self-demolition, or grant-supported abatement through the Community Development Department.
Should a property come into compliance voluntarily, staff will present a demolition rescission ordinance to Council to formally remove the order from the property deed.
Prompt approval of the demolition ordinances is essential, as it enhances our leverage with property owners and is the only available mechanism to stay or suspend demolition proceedings once an order has been adopted.

8.0A4 26-0031 Approval of Professional Service Contract Execution Recommendation for $1,827,735 for the design of the Arran Lake West Dam Overtopping Protection Project

Recommendation: Authorize the execution of an engineering service contract for professional services in the amount of $1,827,735 for the design of the Arran Lakes West Dam (ALWD) Overtopping Protection Project to the consulting firm Hazen & Sawyer.

8.0A5 25-5030 Approve FAST's 2026 Public Transportation Agency Safety Plan (PTASP) Update

Recommendation: Staff recommends that Council move to approve FAST's 2026 Public Transportation Agency Safety Plan (PTASP) as presented.

8.0A6 26-0053 Authorization to Apply for Fiscal Year 2025 Choice Neighborhood Implementation Grant and Appropriate Additional Funding for the Application

Recommendation: Authorize Staff to apply for the Fiscal Year 2025 Choice Neighborhood Implementation Grant for the Murchison Road area and adopt Budget Ordinance Amendment 2026-5 and Special Revenue Project Ordinance Amendment 2024-11

8.0A7 26-0080 Approve Bid Recommendation for Tokay Park Pickleball Conversion Project

Recommendation: Staff recommends that Council move to Approve award of and authorize the City Manager to execute a contract for the Tokay Park Pickleball Conversion Project with the lowest responsive, responsible bidder, K & C Contractors, Inc., in the total amount of $674,000.00.

8.0A8 26-0088 Authorize the City Manager to negotiate and enter into a contract for pre-construction activities for Fire Station No. 9 Construction Manager at Risk Selection

Recommendation: Authorize the City Manager to negotiate and enter into a contract for pre-construction activities with Swinerton.

8.0A9 26-0054 PWC - Approve Sole Source Recommendation - Spare Parts for Existing on-Load Tap Changers (OLTC)

Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the sole source recommendation to purchase spare parts for existing on-load tap changers (OLTC) from Reinhausen Manufacturing, Inc, the sole provider in North Carolina, in the amount of $178,691.04, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A10 26-0072 PWC - Approve Sole Source Request - Purchase Distribution Transformers (Overhead, Single-Phase Padmount, and Three-Phase Padmount)

Recommendation: The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the sole source request to purchase Distribution Transformers (Overhead, Single-Phase Padmount, and Three-Phase Padmount) from ERMCO (Electric Research Manufacturing Company) of Dyersburg, Tennessee, in the amount of $690,155.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A11 26-0055 PWC - Approve Bid Recommendation - Gas Turbine 6 IR Load Gearbox Parts and Repair

Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the award for the purchase of Gas Turbine 6 IR Load Gearbox Parts and Repair to Philadelphia Gear Corporation, Huetown, AL, the lowest responsive and responsible bidder, and in the best interest of PWC, in the total amount of $529,997.00, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A12 26-0073 PWC - Approve Bid Recommendation - BABA Galvanized Steel Transmission Poles

Recommendation: The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the award recommendation for purchase of BABA Galvanized Steel Transmission Poles to M. D. Henry Co., Inc., Pelham, AL, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $3,265,995.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A13 26-0074 PWC - Approve Recommendation to Reject Non-Conforming Bids - Switch, Recloser Bypass, Cross Arm Assembly, 3 Phase

Recommendation: The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the recommendation to reject non-conforming bids for the Switch, Recloser Bypass, Cross Arm Assembly, 3 Phase.

8.0A14 26-0075 PWC - Approve Recommendation to Reject Non-Conforming Bids - Three Phase Padmount Transformers

Recommendation: The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the recommendation to reject non-conforming bids for the Three Phase Padmount Transformers.

8.0A15 26-0076 PWC - Approve Recommendation to Reject Non-Conforming Bids - Cable, 1/0 ALCN EPR 25KV, 1/C

Recommendation: The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the recommendation to reject non-conforming bids for the Cable, 1/0 ALCN EPR 25KV, 1/C.

8.0A16 26-0077 PWC - Approve Recommendation to Reject Non-Conforming Bids - Cable, 1/0 ALCN EPR 25KV, 1/C

Recommendation: The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the recommendation to reject non-conforming bids for the Cable, 1/0 ALCN EPR 25KV, 1/C.

8.0A17 26-0059 PWC - Approve Resolution for Permanent Pipeline Easement, Temporary Construction Easements and a License Rights to Piedmont Natural Gas Company, Inc.

Recommendation: The Fayetteville Public Works Commission requests the Fayetteville City Council to approve the requested Permanent Pipeline Easement, Temporary Construction Easements and a License Rights to Piedmont Natural Gas Company, Inc., and to adopt the attached resolution.

8.0A18 26-0083 PWC - Phase 5 Annexation Area 29 Preliminary Assessment Resolution to be Adopted and Public Hearing

Recommendation: Staff recommends Council move to adopt the attached Preliminary Assessment Resolution and hold the public hearing on March 23, 2026.

8.0A19 26-0084 PWC - Phase 5 Annexation Area 30 Preliminary Assessment Resolution to be Adopted and Public Hearing

Recommendation: Staff recommends Council move to adopt the attached Preliminary Assessment Resolution and hold the public hearing on March 23, 2026.

8.0A20 26-0085 PWC - Phase 5 Annexation Area 31 Preliminary Assessment Resolution to be Adopted and Public Hearing

Recommendation: Staff recommends Council move to adopt the attached Preliminary Assessment Resolution and hold the public hearing on March 23, 2026.

8.0B ITEMS PULLED FROM CONSENT

9.0 REPORTS FROM BOARDS AND COMMISSIONS

9.01 26-0086 Annual Report - Fayetteville Advisory Committee on Transit (FACT)

Recommendation: Receive the report.

10.0 STAFF REPORTS

10.01 26-0070 Adoption of 2026 State Action Agenda

Recommendation: Adopt the 2026 State Action Plan Agenda

10.02 26-0069 Adoption of 2026 Federal Action Agenda

Recommendation: Adopt the 2026 Federal Action Agenda.

11.0 PUBLIC HEARINGS (Public & Legislative Hearings)

11.01 26-0078 Public Hearing on Owner's Request for Removal from Downtown Municipal Service District

Recommendation: As this determination is at the discretion of City Council, staff does not have a recommended action.

12.0 OTHER ITEMS OF BUSINESS

12.01 26-0003 Receive Fire Station #4 Construction Defect Assessment Report from ABS

Recommendation: Staff recommends that Council receive the ABS report and presentation, ask questions of the consultant, and provide direction to staff regarding next steps based on the findings and recommendations presented.

12.02 26-0036 Receive Presentation on the Cost of Gun Violence Study

Recommendation: Receive the presentation.

13.0 ADJOURNMENT

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

Citizens wishing to provide testimony in response to a notice of public hearing or to participate in the public forum can obtain instructions to submit a statement by emailing cityclerk@fayettevillenc.gov or by calling 910-433-1989 for assistance. Individuals desiring to testify on a quasi-judicial public hearing must contact the City Clerk by 5:00 p.m. the day of the meeting to sign up to testify; instructions will be provided on how to appear before Council to provide testimony.

CLOSING REMARKS

POLICY REGARDING CITY COUNCIL MEETING PROCEDURES SPEAKING ON A PUBLIC AND NON-PUBLIC HEARING ITEM

Individuals who have not made a written request to speak on a nonpublic hearing item may submit written materials to the City Council on the subject matter by providing thirteen (13) copies of the written materials to the Office of the City Manager before 5:00 p.m. on the day of the Council meeting at which the item is scheduled to be discussed.

COUNCIL MEETING WILL BE AIRED
February 9, 2026 - 6:30 p.m.
Cable Channel 7 and streamed "LIVE" at FayTV.net

Notice Under the Americans with Disabilities Act (ADA):

The City of Fayetteville will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Any person who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in any City program, service, or activity, should contact the office of Human Relations at yamilenazar@fayettevillenc.gov, 910-433-1696, or the Office of the City Clerk at cityclerk@fayettevillenc.gov, 910-433-1989, as soon as possible but no later than 72 hours before the scheduled event.

Five Council Strategic Priorities

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0044

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A1

TO: **Mayor and Members of City Council**

THRU: **Jodi Phelps, Assistant City Manager**

FROM: **Jennifer Ayre, MMC, City Clerk**

DATE: **February 9, 2026**

RE:
Approve Meeting Minutes:
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COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal IV: The City of Fayetteville will continue to have a collaborative citizen and business engagement base

Executive Summary:
The Fayetteville City Council conducted meetings on the referenced dates during which they considered items of business as presented in the drafts.

Background:
The draft minutes are from the meeting held on the above-mentioned dates.

Issues/Analysis:
None.

Budget Impact:
None.

Options:
1. Approve the draft minutes.
2. Amend the draft minutes then approve draft minutes as amended.
3. Do not approve the draft minutes and provide direction to staff.

Recommended Action:
Approve the draft minutes.

Attachments:

Five sets of draft minutes

DRAFT

FAYETTEVILLE CITY COUNCIL
WORK SESSION SPECIAL MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
JANUARY 5, 2026
2:00 P.M.

Present: Mayor Mitch Colvin (arrived at 2:26 p.m.);

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3); D. J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Adam Lindsay, Assistant City Manager
Jodi Phelps, Assistant City Manager
Kevin Dove, Fire Chief
Roberto Bryan, Police Chief
Willie Henry, Chief Information Officer
Tiffany Murray, Chief Financial Officer
Gerald Newton, Development Services Director
Sheila Thomas-Ambat, Public Services Director
Michael Gibson, Parks, Recreation, & Maintenance Director
Loren Bymer, Marketing & Communications Director
John Jones, Office of Community Safety Director
Christopher Cauley, Economic & Community Development Director
Albert Baker, Economic & Community Development Assistant Director
Jacquline Abbott, Community Development Manager
Kimberly Toon, Purchasing Manager
Austin Amandolia, HR&A Consultant
Jimmy Plater, Redeploying American Veterans (RAV), President and CEO
Deborah Harris, Continuum of Care Chair
Robert Van Geons, Fayetteville-Cumberland Economic Development Corporation President and CEO
Mr. Dan LaMontagne, Senior Project Manager with Freese and Nichols
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Pro Tem Thompson called the meeting to order at 2:00 p.m.

2.0 INVOCATION

The invocation was offered by Council Member Haire.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Mayor and City Council.

4.0 CITY MANAGER REPORT

No report provided.

5.0 APPROVAL OF AGENDA

MOTION: Council Member Haire moved to approve the agenda.
SECOND: Council Member Jones
VOTE: UNANIMOUS (9-0)

6.0 OTHER ITEMS OF BUSINESS

6.01 Blount and Gillespie Redevelopment Efforts Update

Mr. Christopher Cauley, Economic & Community Development Director, presented this item with the aid of a PowerPoint presentation. Mr. Cauley stated the City has owned the property at the corner of Blount Street and Gillespie Street, but just recently acquired all the property. Staff partnered with HR&A to identify market potential, feasibility, and ways to support the downtown vision. Since 2008, the City has acquired a total of 41 parcels, leveraging $6 million of Hope VI funding. The City later partnered with Red Rock Global for a study that focused on catalytic development potential in the areas of Upper Murchison, Lower Murchison, Massey Hill, and the Center City Action Park.

Mr. Austin Amandolia, Senior Analyst for HR&A, stated the City has finished Phase 1 of the development process, where a development and design vision is created to determine what is feasible on the site, but physically and financially. The City is now ready to advance to solicitation for a development partner. Fayetteville's market conditions favor the development of multi-family residential and retail, while office and hotel use may be less feasible in the current context. Office growth was also reviewed, identifying that job growth is slower, limiting speculative office space. However, targeted tenanting strategy could support office space for professional office spaces. The downtown areas have demonstrated the ability to drive new visitation by leveraging catalytic investments; Fayetteville needs to continue identifying strategic opportunities to enhance the hotel demand, and downtown could benefit from unique opportunity events. A community meeting was held in June 2025 that generated insight from over 45 participants. There was strong support for mixed-use development and active public spaces with a desire for outdoor dining, plazas, and cultural entertainment. Nearly 40 percent preferred natural play and lounge areas, 61 percent favored relatively dense mixed-use buildings, 37 percent of visitors were drawn downtown only by special events, and there is a desire for more everyday reasons to visit. Mr. Amandolia presented three preliminary site concepts created by MKSK Designs that align with the community's desire for mixed-use and green space with the identified market opportunities. With each of the concepts, the E.E. Smith House is not removed and is part of the concepts to help expand their programming opportunities. Concept 1 is the least dense and Concept 3 is the densest. Public investment is likely necessary to deliver the public amenities in the project.

Next steps are to advance a two-stage solicitation process through a request for qualifications (RFQ) and request for proposals (RFP), that will identify a qualified development partner who can deliver the project, proactively rezone the site to ensure the project can accommodate a dense mixed-use development, and explore the viability of providing a tax increment grant (TIG) in order to support the public aspects of the project. Discussion ensued.

Mr. Cauley stated the City has been putting policies in place to help incentivize developers but has not looked at it from a redevelopment priority corridor, but it is the next logical step. Mr. Cauley further stated creating the residential portion as mixed income approach can be challenging as the different funding sources for affordable housing and market rate housing typically do not work together. Instead of being a mixed income opportunity, it could be created in balanced approach where the different types are throughout the same neighborhood. Discussion ensued.

Consensus of Council was to receive the report and direct staff to complete necessary to have it ready for developers.

6.02 Receive Presentation from Redeploying American Veterans on a Proposed Veteran Tiny Home Community

Mr. Albert Baker, Economic & Community Development Assistant Director, introduced Mr. Jimmy Plater of Redeploying American Veterans (RAV), President and CEO. The Homelessness and Mental Health Committee heard the presentation during their September 4, 2025, meeting and Council requested to hear the presentation at today's Work Session. RAV's is a non-profit organization whose purpose is to determine a solution to end veteran homelessness by 2030.

Mr. Plater presented this item with the aid of a PowerPoint presentation and stated RAV was created 18 months ago after learning about veterans becoming homeless upon exiting the military without a support system. As of 2024, approximately 32,882 veterans are homeless in the United States and approximately 18-20 percent (%) of veterans experiencing homelessness are in North Carolina. Some of the challenges veterans face are accessibility to affordable housing, insufficient support networks, lack of stable jobs that pay a livable wage, gaps in service providers, and mental and physical health. Mr. Plater stated theirs is a comprehensive solution with wraparound services through tiny homes, job training and an individualized support plan following a six-step process. Mr. Plater stated RAV could place ten tiny homes on a half-acre or twenty-two tiny homes on a full acre.

By providing tiny homes, it could reduce the burden on emergency services and police, reduce unemployment, and position the City as a Veteran City. There are two proposed locations RAV is looking at which includes Johnson Street off of Shaw Road and Westcliff Road off of Bingham Road. Mr. Plater stated he has partnered with a Fortune 50 company that will cover all expenses except for the purchase of the land. Discussion ensued regarding the wrap around services.

Dr. Gerald Newton, Development Services Director, provided information on zoning requirements for tiny homes and stated approximately 15-18 units per acre can be accommodated. Under the building code, temporary structures such as pallet shelters, have different standards than permanent structures. The State is currently updating the building code that will provide standards for tiny homes. Dr. Newton stated there is a series of questions that must be answered to determine the needed zoning, which is based by use, not occupant.

Discussion ensued.

Consensus of Council was to receive the report and ask staff to work with RAV to discuss zoning and available land, then bring back to Council for further discussion and send to the City-County Liaison Committee.

6.03 Receive Presentation from the Fayetteville-Cumberland County Continuum of Care on the annual Point in Time Count

Ms. Jacquline Abbott, Community Development Manager, introduced Dr. Deborah Harris, Chair of the Fayetteville-Cumberland County Continuum of Care. The Homelessness and Mental Health Committee heard the presentation during their September 4, 2025, meeting and Council requested to hear the presentation at today's Work Session.

Dr. Harris presented this item with the aid of a PowerPoint presentation and stated the presentation would help provide an enhanced understanding of how we remain informed about the unhoused community and acknowledge the challenges and opportunities. The Point in Time (PIT) Count information takes 4-6 months to be approved for distribution. The 2025 PIT count was originally scheduled for January 23, 2025, but due to inclement weather the date changed and some people were not counted. Despite this, there is still confidence in the data. 383 people were counted during the annual 2025 PIT count, 272 being unsheltered, 47 in emergency shelters, and 64 in transitional housing. Using a four-year comparison, the transitional housing doubled from 40 in 2022 to 64 in 2025. The PIT Count only focuses on 24-hours, but the Homeless Management Intake System (HMIS) is used year-round for reference. The coordinated intake system does not provide housing services and the number of referrals are not the number of people served. Referrals are for each need and there can be multiple referrals for one person.

The three most common needs throughout the year are emergency shelter, utility assistance, and rental assistance. Dr. Harris provided housing needs data from 2022-2024 including transitional, permanent supportive, permanent, rapid rehousing, shelter stays, and white flag stays. Discussion ensued regarding housing needs through CoC Nova Funds and Grant Funds. The CoC needs continued assistance, funding, and collaboration.

Dr. Harris stated 2026 PIT Count is scheduled for January 26, 2026, and volunteers are needed. Residents can go to the website to sign up.

Discussion ensued.

Consensus of Council was to receive the report.

6.04 Receive Presentation Regarding Completed Study - Black Voices Museum

Mr. Robert Van Geons, FCEDC President and CEO, stated in 2024 the group floated the radical yet heartfelt idea for the Black Voices Museum. Fayetteville and Cumberland County supported the idea and helped fund the work exploring how this historic southern city can become a national leader in how communities can discuss and address historic inequities in race, justice, and economic opportunity. With a two-fold goal of documenting, preserving, and celebrating black history while inspiring the next generation of leaders through arts, action, and advocacy. This presentation is the culmination of 18 months of work.

Dr. Dauv Evans, Community Outreach Consultant with Black Voices Museum, presented this item with the aid of a PowerPoint presentation and stated the focus of the project was what stories are important, what does it mean to empower black voices, and what are the possibilities

for the museum. Outreach included interviews, vision workshops, pop-up events, community surveys, and the project website. Fayetteville, NC has historical cultural and geographical significance, making it an ideal location for the Black Voices Museum. Key takeaways and themes of the museum included the power of storytelling, honoring local voices, creating a community-centered approach, becoming a catalyst for revitalization, integrating with Fayetteville's cultural ecosystem, being a dynamic and inclusive space, creating programs of empowerment and advocacy, and focusing on youth a as priority.

Mr. Roger Smith, Principal and Design Director with Gensler, stated a vision was created to preserve Fayetteville's rich black history and culture. The four pillars of the vision include, arts and culture, an empowerment hub that fosters economic opportunity, centers for social equity, and a haven for healing and spaces for reflection and healing. As a precedent, multiple other museums were looked at across the country. All of the museums were essential in creating a plan and potential for the project. The project would be centered in downtown Fayetteville between Person Street and Otis Jones Parkway. The words from the poem "Lift Every Voice and Sing" would create the entryway and include multiple program spaces and exhibitions. The hope is to create a new institution that creates a place for history and healing. Mr. Reggie Truckson, Senior Associate and Architect with Gensler, stated the project is currently completing the institutional planning phase but still has a long way to go to begin facility and operational planning and finally opening and operations. The visitor experience is most important, and it needs to be immersive and transformational. The building needs to fit on the current site and the building presented would be about 83,000 square feet and cost between $175 million and $215 million with startup costs of $10.2 million with construction starting in the first quarter of 2029. The projected attendance is 174,000 annually and will include funding from admission fees, business rentals, and community events creating an estimated $2.2 million in annual income. Operating costs would be about $3.6 million creating an annual need for support of $4 million, which is on par nationally.

Mr. Van Geons stated there are already conversations underway with private foundations, and the next step if the project moves forward, is to request additional support to achieve fundraising goals. The presentation is the package that would be needed to get commitments and raise funds. Council Member Malik Davis questioned how the project can maintain its integrity by not allowing investors to change things but also keeping the investors happy. The organization filed, and was granted, a 501(c)3 nonprofit status to create the founding board, which will focus on maintaining integrity throughout the project. The concepts, scope, and scale of the history needs to be identified next and create an institute of public policy to address ongoing issues of injustice.

Discussion ensued.

Consensus of Council was to accept the report.

6.05 Parks & Recreation Bond Project Update and Public Safety Bond Project Update

Mr. Dan LaMontagne, Senior Project Manager with Freese and Nichols, serving with the City's Construction Management Division, presented this item with the aid of a PowerPoint presentation and stated Freese and Nichols was contracted to review the capital construction program and recommend changes and best practices. The Parks and Recreation Bond and Public Safety Bond Projects as well as some of the Capital Improvement Projects will be presented.

There are a total of 20 projects with 7 in design phase, 1 in bid phase, 2 in construction phase, and 7 in procurement phase. Two projects are on hold, Hay Street Parking Deck, and Fire Station 4 and the Airport Master Plan is currently considered a study. The 911 Public Safety Answering Point (PSAP) currently has site location options under review and coordination with the County is ongoing. The schedule is contingent upon site selection and consolidation decisions. Fire Station 16 has 60 percent (%) of the design plans completed and Barr & Barr was selected as Construction Manager At Risk (CMAR), while coordination with Cumming Group as the Owner's Advisor (OA) is ongoing. The Guaranteed Maximum Price (GMP) is anticipated in March 2026. Fire Station 9 land purchase completed and currently in negotiations with the design architect, Davis Kane, on the scope and fee. The CMAR request for qualifications (RFQ) will close in January. Coordination with McDonough Bolyard Peck (MBP) as the OA is ongoing. The schedule is dependent on the architect contract. Cape Fear River Park has 95% of plans delivered and permitting is expected to be completed in January, with project completion in the summer. Martin Luther King Jr. Park has 95% of the design completed, permitting is in progress and the MLK Committee coordination is ongoing. The schedule is contingent on the submission by the MLK Committee design consultant. Veterans Park II has 100% design plans that are due this month, with permitting in progress, and will go to bid in February. Blue Street Senior Center Upfit has an architect that has prepared a preliminary design, with the final design to be completed this month, and it will go out to bid in March. McArthur Road Sports Complex bid was posted in

December and construction bids are due in February with construction completion anticipated in March/April 2027. The Market House repurposing light work has been completed, kiosks are being ordered, and the road work invitation to bid is going out later this month, with an anticipated construction completion date in December 2026. The Courts at Glenville Lake building construction is near completion, the exhibition court final grading is underway, and paving will begin this month. Completion is expected by the end of January. A list of projects in the procurement phase was presented.

Discussion ensued.

Consensus of Council was to accept the report.

Mayor Colvin recessed the meeting at 5:33 p.m. and reconvened the meeting at 5:47 p.m.

6.06 Downtown Municipal Service District Boundary and Inclusion of Park View Townhomes

Mr. Christopher Cauley, Economic and Community Development Director, presented this item with the aid of a PowerPoint presentation and stated at the September 2, 2025, Work Session staff was directed to review the inclusion of Park View Townhomes to the Municipal Service District (MSD). The MSD was established in 1978, expanded in 1983, and is renewed every five years. The current rate is $0.1489 per $100.00 of assessed value. Park View Townhomes was developed at 301 Bragg Blvd and was a former Days Inn property, which the City sold to the developer of Park View Townhomes at market value. Park View Townhomes has 47 townhomes valued at approximately $12.98 million. There are other individual parcels within the MSD that are exclusively residential.

Park View Townhomes lies within the MSD. The MSD was initially designed to promote downtown revitalization through business development, events, and placemaking efforts. Downtown has evolved into a mixed-use environment. Park View directly benefits to the proximity of downtown. If Council removes Park View from the MSD it would lose $19,300.00 in annual revenue. To maintain the current level of service the MSD tax rate would need to be increased, use the general fund to help subsidize, or discuss a diminished level of service by Cool Springs Downtown District.

To remove the property from the MSD per the North Carolina General Statutes 160A-538.1, a property owner must submit a written request to remove the owners tract or parcel of land and state the reasons why it is not in need of the services, facilities, or functions of the MSD. Upon receipt, the City Council would hold a public hearing. If Council finds the tract or parcel is not in need of the services, facilities, or functions of the MSD to a greater extent than the remainder of the City, the Council, by ordinance, may redefine the MSD to remove the tract or parcel. Changes to the MSD only take affect at the beginning of the fiscal year, July 1.

Discussion ensued regarding what types of benefits being in the MSD provides. Mr. Cauley stated MSD benefits include adjacency to special events, downtown walkability, and a premium to the property values. Park View Townhomes covers the cost of fixing its streets and trash removal. Dr. Douglas Hewett, City Manager, stated that Council could, by choice, remove an area from the MSD, but questioned how the City would continue to pay for downtown projects. The MSD is slightly more than $300,000.00 annually. The goal is to grow the development that is here already out further, and that requires funding.

Council Member Hondros stated Council needs to be cognizant that if the decision is made to remove Park View, other properties within the MSD are interested in doing the same thing.

Ms. Lachelle Pulliam, City Attorney, stated that the emails requesting to remove Park View from the MSD meet the burden of written notice, which triggers the City to be required to hold the public hearing. The Council will then make the determination of the removal. And subsequent to that, the ordinance must be heard at two meetings before it can go into effect at the beginning of the fiscal year.

Discussion ensued.

Consensus of Council was to move this to a Public Hearing on February 9, 2026, Regular Meeting.

6.07 Consider Changes to City Council Policy 155.6 - Real Property – Lease

Ms. Lachelle Pulliam, City Attorney, stated at a previous meeting, the policy was recommended to City Council from the Policies Review Committee and Council Member McMillan had additional recommended changes and the motion was made to bring this to a work session for discussion. The City Attorney's Office worked with him to incorporate the changes into the policy for Council's consideration. Ms. Pulliam stated there are a number of changes and many line up with the General Statute and the Code of Ethics. There is a proposed prohibition against City Council members and City staff from renting from the City. There are currently two employees who rent two of the residential properties near the airport and this would affect them. Currently, leases that are 12 months or less, General Statute does not require any special notices, and it was proposed to publish them for 30 calendar days before execution; for lease renewals opening them up to the general public each time be it residential or commercial instead of giving the current renter preferential consideration.

Dr. Douglas Hewett, City Manager stated the City would be precluded, without Council approval, from leasing space that is owned by an employee or elected official. Mayor Colvin recommended creating disclosure requirements for renting both to and from the City. Dr. Hewett provided a list of all leases from the City.

Council Member McMillan recommended removing "except that no City Council Member or Employee may lease from the City" from Section III.B.3.

Discussion ensued.

Consensus of Council was to send City Council Policy 155.6-Real Property – Lease to the Policy Committee for February.

6.08 Consider Proposed Amendments to Parades, Motorcades, Special Events and Demonstrations Ordinance

Ms. Lachelle Pulliam, City Attorney stated this item is a proposal for three separate provisions of the picketing ordinance which also addresses parades and assembly. When talking about regulating speech it is regulating personal freedoms, however, they are not absolute, and governments have the right to implement rules to protect public safety. The changes are related to time, place, and manner of speech.

Ms. Erin Swinney, Police Attorney, stated these are a few amendments to the parades, motorcades, special events, and demonstrations ordinance. Section 24-282 Subsection 5 change would create a radius of 10 feet from the perimeter of any outdoor dining, and no person may be allowed to approach someone within 8 feet without the person's consent, which includes oral protest, counseling, passing flyers, or displaying a sign. This amendment is based on the case law of *Hill v. Colorado* that determined no one has a right to press good ideas on an unwilling recipient.

Mayor Colvin stated the focus is to give people permission to continue to picket, while still allowing people to not be interrupted or required to engage.

Discussion ensued.

Consensus of Council was to table this item for 30-60 days as a special meeting. Council Member Hondros was opposed to the consensus motion.

7.0 ADJOURNMENT

There being no further business, the meeting was adjourned at 7:30 p.m.

Respectfully submitted,

JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
010526	

FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
ST. AVOLD CONFERENCE ROOM, CITY HALL
DECEMBER 8, 2025
5:30 P.M.

Present: Mayor Mitch Colvin;

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3); D.J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Adam Lindsay, Assistant City Manager
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager
Roberto Bryan, Jr., Police Chief
Kevin Dove, Fire Chief
Sheila Thomas-Ambat, Public Services Director
John Jones, Office of Community Safety Director
Loren Bymer, Marketing & Communications Manager
Chris Cauley, Economic and Community Development Director
Tiffany Murray, Chief Financial Officer
Lisa Reid, Public Safety Communications Manager
Dan LaMontagne, Senior Project Manager with Freese and Nichols
Kecia Parker, Real Estate Manager
Jennifer Ayre, City Clerk

Mayor Colvin called the meeting to order at 5:30 p.m.

Mayor Colvin asked the Council to review the regular agenda for the January 12, 2026, meeting.

Discussion ensued regarding the announcements and recognitions.

Council Member Hondros asked what was done in November for Item 8.0A9 - Adopt Revised Resolution to Appointment Deputy Finance Officers for the Purpose of Signing Purchase Orders, Checks, Contracts and Agreements. Ms. Tiffany Murray, Chief Financial Officer (CFO) stated in November Council adopted a resolution to update titles and designate them as signatories in the CFO's absence. In that resolution, the ability to sign checks was inadvertently left off and this resolution corrects that. Dr. Douglas Hewett, City Manager, stated that this designation is to preaudit contracts, sign checks, and sign purchase orders; they do not sign off on surety bonds.

Discussion ensued.

Council Member Hondros requested information Item 8.0A3 – Consider Proposed Clerical Amendments to Appeal Ordinances. Ms. Lachelle Pulliam, City Attorney stated this item is to make clerical amendments to ensure consistency between the City's Ordinances and forms and citations.

Council Member Hondros asked if the streets in Item 8.0A5 – Addition of Certain Street to the City of Fayetteville System are new construction. Ms. Sheila Thomas-Ambat, Public Service Director stated it is part of the annual addition of streets to the City and they are new construction.

Council Member Hondros asked for clarification on Item 8.0A6 – Authorize Aubrey Hills Apartments Affordable Housing Loan Subordination. Mr. Christopher Cauley, Economic & Community Development Director, stated the developer is going out to get more funding, due to this, they have requested the City move to the third position, behind the primary loan. Discussion ensued regarding the history of the project. Council Member Greene asked if the City does not approve this, what would happen. Mr. Cauley stated if we say no, beyond a foreclosure process, there are not a lot of options for the project to be completed. Council Member Greene stated she will pull the item.

Council Member Hondros requested information on Item 8.0A8 – Adopt Resolution

Providing for the Sale and Issuance of $40,000,000 General Obligation public Improvement Bonds Series 2026 Non-Taxable for Public Infrastructure ($25 Million) and Public Safety ($15 Million). Dr. Hewett stated staff brought to Council a series of reimbursement resolutions and have been using internal funds with the idea that when the debt is sold, it will be sold at a premium to repay ourselves and make more money than what we are going to market with. Taking out the funds early gives the City cash to stabilize the debt over a longer period of time.

Discussion ensued.

Mayor Pro Tem Thompson asked why it took so long to use the General Obligation (GO) Bond. Dr. Hewett stated some projects must be designed first and to wait until a large enough group of projects is ready in order to go to market. Mr. Jeffery Yates, Assistant City Manager, stated when determining when to issue debt, you look at a cash flow planning. This is done by knowing the cost of the projects to be funded with the debt and market considerations. The Local Government Commission (LGC) does not like municipalities to get ahead of a project to ensure a second tranche for the same project is not required. Council Member Hondros stated he will pull the item.

Council Member Jones asked how zoning items on consent are noticed to residents. Mr. Criag Harmon, Senior Planner, stated notices are sent out to property owners in 1,000-foot radius of the property, signage is placed on the property, and an ad in the newspaper. Council Member Jones requests the visibility of the signage be reviewed. Council Member Haire requested the signage discussion be brought to the Policies Review Committee.

CLOSED SESSION

MOTION: Council Member Davis moved to enter into closed session for 143.18.11(a)(3) and (5) for attorney-client privilege, Devonwood, and land acquisition
SECOND: Council MemberJones
VOTE: UNANIMOUS (10-0)

The regular meeting recessed at 6:09 p.m.

MOTION: Council Member Hondros moved to come out of closed session
SECOND: Council Member Davis
VOTE: UNANIMOUS (9-0)

The meeting reconvened at 7:01 p.m.

There being no further business, the meeting adjourned at 7:01 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
011226

MITCH COLVIN
Mayor

DRAFT

FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
JANUARY 12, 2026
6:30 P.M.

Present: Mayor Mitch Colvin;

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3); D. J. Haire (District 4); Lynne Greene (District 5); Council Member Derrick Thompson (District 6); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Roberto Bryan, Police Chief
Kevin Dove, Fire Chief
Tiffany Murray, Chief Finance Officer
Loren Bymer, Marketing and Communications Director
John Jones, Office of Community Safety Director
Sheila Thomas-Ambat, Public Services Director
Brian McGill, Assistant Public Services Director
Christopher Cauley, Economic and Community Development Director
Chris Lowery, Strategic & Performance Analytics Manager
Andrew Brayboy, Senior Corporate Performance Analyst
Kimberly Toon, Purchasing Manager
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 7:11 p.m.

2.0 INVOCATION

The invocation was offered by Rabbi Scott Klein, U.S. Army Chaplain.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Mayor and City Council.

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Mayor Colvin congratulated Mr. Alex Baker, Economic and Community Development Assistant Director for in being sworn in as a District Representative on the Lumbee Tribal Council on Thursday, January 8, 2026.

Council Member Antonio Jones presented a Certificate of Excellence to Ms. Kaitlyn Shepard for being the recipient of the USA Today Amazing Teacher Spotlight Award.

Council Member McMillan stated the Community Awareness Alliance is hosting the Martin Luther King Jr. Community Day on Saturday, January 17, 2026, from 12:00 p.m.-2:00 p.m. at Fire Station 14 at 632 Langdon St.

Council Member McMillan Join the 2026 NC Black Alliance environmental justice and health care, on Friday Jan 23rd-24th at the Embassy Suites in Fayetteville.

Council Member Jones announced the Unity Wellness and Resource Expo taking place on January 17-18, 2026, from 10:00 a.m. – 4:00 p.m. at 4616 Murchison Road.

5.0 CITY MANAGER REPORT

Dr. Douglas Hewett, City Manager, announced that Empowering Community Micro-Grant applications are open for community safety micro-grants focused on crime prevention. The application deadline is January 31, 2026, with pre-application virtual workshops available

on January 12th &14th at 6:30 p.m. Special consideration will be given to those programs that focus on safe space activations.

The Office of Community Safety in partnership with the National Institute for Criminal Justice Reform, is holding Community Feedback Sessions on January 20th & 21st, 2026, to present OCS's draft strategic plan and gather input.

The Economic and Community Development Department's Notice of Funding Availability for federal community development block grants and emergency solutions grants. The City seeks partner organizations to expand public services, support economic opportunities and expand Fayetteville's response to homelessness. Applications close on January 16, 2026, at 5:00 p.m.

City Council will hold a public hearing on the proposed policy on no-parking zones in multi-use lanes. Those wishing to speak must register before 5:00 p.m. the day of the meeting.

City Offices will be closed on Monday, January 19, 2026, in observance of MLK Day. Solid Waste services usually collected on Monday will be collected on Wednesday, January 21st.

"Doug in the District" will be held on Tuesday Jan 20, 2026, at Coffee Scene at 3818 Morganton Road from 8:00 a.m.-10:00 a.m. to allow residents to speak to senior staff about concerns in the City.

6.0 APPROVAL OF THE AGENDA

MOTION: Council Member Hondros moved to approve the agenda.
SECOND: Council Member Davis
VOTE: UNANIMOUS (10-0) JONES NOT AT SEAT, AFFIRMATIVE

7.0 PUBLIC FORUM

Mr. Jeremy Dossier, 2921 Winton, Fayetteville, NC, introduced Axios Security and expressed concerns regarding school safety strategies and AXIOS Security.

Mr. Christopher Davis, 3009 Carula Lane, Fayetteville, NC, introduced Axios Security, a business that focuses on safety strategies and protocols and how churches can get free assessments.

Mr. Randall Roussin, 4314 Edgedale Dr., Fayetteville, NC, expressed concerns regarding a tree hanging over his yard from a rental property.

Mr. Chilenko Hurst, 1385 Wayside Dr., Parkton, NC, expressed concerns regarding multiple local and global concerns

Mr. Benjamin Hultquist, 801 Rim Rd., Fayetteville, NC, expressed concerns regarding the need for bike lanes.

Ms. Bobbie Burgess, 2108 Constitution Ave., Fayetteville, NC, expressed concerns on proposed protest ordinances.

Ms. Melissa Williams, 1210 Morgan St., Fayetteville, NC, expressed concerns regarding public safety and infrastructure.

8.0A CONSENT AGENDA

MOTION: Council Member Thompson moved to approve the consent agenda with the exception of Items 8.0A6 and 8.0A8
SECOND: Council Member Hondros
VOTE: UNANIMOUS (10-0)

8.0A1 Approval of Meeting Minutes:
December 8, 2025 – Discussion of Agenda Items
December 8, 2025 – Regular

8.0A2 Approve Rescheduling of the Strategic Planning Retreat

City Council approved the date change of the Strategic Planning Retreat from January 20-21, 2026, to February 3-4, 2026.

8.0A3 Consider Proposed Clerical Amendments to Appeal Ordinances

City Council approved ordinance amendments to ensure consistency with the City's ordinances, forms, and citations.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 1-9, APPEAL OF CIVIL PENALTIES, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 22-17, NOTICE TO ABATE UNLAWFUL CONDITIONS; ABATEMENT BY CITY, OF ARTICLE 1 OF CHAPTER 22, SOLID WATE, OF THE CODE OF ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 26-133, VIOLATIONS BY VEHICLES OPERATING AS TAXICABS WITHOUT A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY, OF ARTICLE IX DENIAL, REVOCATIONS, SUSPENSION, APPEAL OF CHAPTER 26, TAXICABS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 26-134, APPEAL TO THE BOARD OF APPEALS, OF ARTICLE IX DENIAL, REVOCATION, SUSPENSION, APPEAL OF CHAPTER 26, TAXICABS, OF THE CODE OF ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 26-135, ACTION PENDING APPEAL; LAPSE OF TIME; WAIVER, OF ARTICLE IX DENIAL, REVOCATIONS, SUSPENSION, APPEAL OF CHAPTER 26, TAXICABS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-005

8.0A4 Approve P25-55: A request to rezone 4.21 acres at 3829 Distribution Drive, 3701 Distribution Drive, and an adjacent parcel (PINs 0429429042000, 04295109300000, and 0429211745000), owned by Healy Wholesale Co Inc., to Light Industrial (LI).

City Council approved the rezoning for 4.21 acres at 3829 Distribution Drive, 3701 Distribution Drive and an adjacent parcel from Community Commercial (CC) to Light Industrial (LI) to accommodate continued, and expanded, wholesale/distribution operations. The Future Land Use Map designates the area as an Employment Center, which supports light industrial and employment-oriented redevelopment, and the requested LI district would align the zoning, existing, and planned industrial uses, improve site function and appearance, and is not expected to create isolated zoning or significant adverse impacts on surrounding properties. On December 9, 2025, the Zoning Commission held a duly advertised public hearing and voted 5-0 to recommend approval of the requested rezoning, with adoption of a written consistency and reasonableness statement

8.0A5 Addition of Certain Street to the City of Fayetteville System

City Council approved the addition of three recently constructed streets for subdivisions into the City of Fayetteville system of streets. These streets and drainage systems within the street rights-of-way have been inspected by staff and are now acceptable for addition to the City of Fayetteville system of streets. The .43-mile addition will bring the City's street system total to 755.45 miles.

8.0A6 PULLED FOR A SEPARATE VOTE

8.0A7 Adoption of Special Revenue Fund Project Ordinance 2026-12 to Appropriate the ICMA Economic Mobility and Opportunity Special Assistants Program Grant Award

City Council adopted Special Revenue Fund Project Ordinance 2026-12 to appropriate $354,000 for the Economic Mobility and Opportunity Special Assistants (EMO SA) Program grant. The City will receive $250,000 in salary support over 30 months, as well as $104,000 in supplemental program and engagement resources. The grant would support the creation of a senior-level Special Projects Manager who will lead, coordinate, and accelerate cross-departmental and cross-sector strategies that advance economic mobility for Fayetteville residents.

8.0A8 PULLED FOR A SEPARATE VOTE

8.0A9 Adopt Revised Resolution to Appointment Deputy Finance Officers for the Purpose of Signing Purchase Orders, Checks, Contracts and Agreements

City Council adopted a resolution to appoint designated staff as deputy finance officers for the purpose of signing the pre-audit certificate on purchase orders, contracts, and agreements; authorizing them to sign checks; and allowing them to act as designees in the Chief Financial Officer's absence.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE DESIGNATING THE ASSISTANT CFO-PURCHASING AND ASSISTANT CFO-FINANCIAL REPORTING AS DEPUTY FIANNCE OFFICERS. RESOLUTION NO. R2026-001

8.0A10 PWC Recommendation – Approve Construction Award for the Re-advertised Water main Replacement & Rehabilitation

City Council approved the construction award recommendation for the Re-advertised Water Main Replacement and Rehabilitation to Insituform Technologies LLC, Southington, CT, the lowest responsive and responsible bidder, and in the best interest of PWC, for the total amount of $8,979,370.00, and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0B ITEMS PULLED FROM CONSENT

8.0B6 Authorize Aubrey Hills Apartments Affordable Housing Loan Subordination

Council Member Greene stated this is a project that falls under the Economic and Community Development Department for the Aubrey Hills Apartments Affordable Housing Loan. The project came to Council in 2024 for 32 units, with 11 dedicated to low-income affordable housing. The City was in the 2nd lien position in the amount of $2,145,000.00 from the HOME Program. The project has surpassed 50 percent (%) completion, and the developer has drawn down $858,000.00 with $1,287,000.00 remaining. The developer has returned with a request for the City to move from the 2nd to 3rd lien position.

Mr. Chirstopher Cauley, Economic and Community Development Director, stated the preliminary application to the State Housing Finance Agency was 54 units, and once it came to the City for application, it was scaled down to 32 units. All of the units are affordable, but 11 units are affordable in the HOME Program that the City will monitor, and the State monitors the project. Like many construction projects, escalation factors have kicked in and the project does not have any room to maneuver. The final recourse was to go out and borrow more and they are requesting to agree to borrow the $350,000.00 and put the debt ahead of the City's $2.1 million in order to complete the project. If we do not move forward, the project could move into foreclosure because of the loan in front of the City. This would move us from 2nd lien to 3rd lien position.

Discussion ensued.

MOTION: **Council Member Greene moved to authorize Aubrey Hills Apartments Affordable Housing Loan Subordination and filing of loan documents**
SECOND: **Council Member Haire**
VOTE: **UNANIMOUS (10-0)**

8.0B8 Adopt Resolution Providing for the Sale and Issuance of $40,000,000 General Obligation Public Improvement Bonds Series 2026 Non-Taxable for Public Infrastructure ($25 Million) and Public Safety ($15 Million)

Council Member Hondros stated this is an update from the 2023 voter-approved General Obligation (GO) bond of $97 million with $25 million for infrastructure, $12 million for housing, and $60 million for public safety.

Mr. Jeffery Yates, Assistant City Manager, stated this is the issuance first tranche of the 2022 GO debt. Tonight's request is for the $25 million for infrastructure and the $15 million for public safety. The reason we are at this point, as we work with the departments, we work to plan and issue the debt in line with their spenddown. When we go to market to borrow the money, we want to ensure project completion and that we borrow enough money to do it. When the tax rate increase was brought to Council to cover the bond issue, we planned to issue several years in and use the proceeds to reduce the tax rate overtime. Staff are working with a financial advisor, bond rating agency, and the Local Government Commission (LGC) to go to the market to issue the debt. It will not be retail available, but any resident that wants to buy City of Fayetteville debt can do so through their broker on the secondary market. This is part of best practices with the LGC. The LGC oversees and all bond issuing in North Carolina. The LGC has approved this bond issuance and are moving it forward to the market.

RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF $40,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026. RESOLUTION NO. R2026-002

MOTION: Council Member Hondros moved to adopt the resolution providing for the Sale and Issuance of $40,000,000 General Obligation Public Improvement Bonds Series 2026 Non-Taxable for Public Infrastructure ($25 Million) and Public Safety ($15 Million)
SECOND: Council Member Davis
VOTE: UNANIMOUS (10-0)

9.0 REPORTS FROM BOARDS AND COMMISSIONS

9.01 Accept the Audit Committee Annual Report to City Council

Ms. Rose Rasmussen, Internal Audit Director, presented this item with the aid of a PowerPoint presentation and stated the Audit Committee focuses on Goal Five. During Fiscal Year 2025 the Committee consisted of five voting members: Council Member Haire as the Chair, Mayor Pro Tem Thompson as incoming Vice Chair, Council Member Hondros, Dr. Mfon Akpan, Ms. Michelle Sykes. Dr. Akpan served the full allowable terms of 4 years, with the last two years as Vice Chair. The Audit Committee is established by a Committee Charter as an advisory committee whose primary purpose is to assist the City Council in fulfilling its oversight responsibilities for the overall stewardship of the City's financial affairs. The Committee met four times in FY2025. Five audits were completed in FY25 and received quarterly updates from management on implementation of recommendations made in previous audit reports. Six new audits and one follow-up audit are scheduled for FY2026.

Ms. Rasmussen stated the audit plans are risk-based, which is done through various means, but could take into consideration information that residents have. Those could be passed along through Mayor and Council or to the Internal Audit Department directly. The audits that end up on the plan are ones that the department deems the most risk at that time. Internal Audit helps the City improve its processes and ensure controls are in place to prevent fraud, waste, and abuse. The recommendations are more process improvements.

Discussion ensued.

MOTION: Council Member Haire moved to accept the Audit Committee Annual Report
SECOND: Council Member Hondros
VOTE: UNANIMOUS (10-0)

10.0 STAFF REPORTS

10.01 Receive the FY26 2nd Quarter Strategic Performance Report

Mr. Chris Lowery, Strategic & Performance Analytics Manager and Mr. Andrew Brayboy, Senior Corporate Performance Analyst, presented this item with the aid of a PowerPoint presentation, which reflects the mid-year progress showing where momentum is building, timing

matters, and how Council priorities continue to translate into outcomes. Mr. Lowery stated the data provided in the quarterly report are what is considered lagging metrics, which reflect the results of past actions, not what is happening in real time.

Mr. Brayboy provided an overview of the FY26 strategic priorities: Priority One (1) - Ongoing commitment to a comprehensive approach to community safety; Priority Two (2) - Enhance economic growth throughout the City; Priority Three (3) - Continue the City's commitment to revitalization efforts and housing needs; Priority Four (4) - Evaluate and expand transportation and other connectivity for residents; and Priority Five (5) - Increase Parks and Recreation opportunities for youth engagement and interaction. The new priority for FY26 is Transportation and Connectivity; the other four remain focus areas from FY25.

Priority 1 continues to deliver measurable results in prevention, response, and community collaboration through the Fayetteville Cares Day Resource Center, Office of Community Safety (OCS) interactions, and swift emergency response times. The initiatives help reduce barriers to resources, connect and build community trust, and align directly with Council's goal of prevention through connection.

Priority 2 reflected continued economic development activity with a strong focus on positioning and readiness in a market environment that remains uncertain. The City invested $1.13 million in economic and community development grants and loans showing steady capital movement into the economy and solid mid-year progress. Small Business stability also continues through CDBG Funding and workforce support. Commercial and residential permitting naturally go through ebbs and flows, but Development Services continue to quickly review permit applications. Overall, quarter two reflects steady investment alongside broader capital activity.

Priority 3 reflects continued progress in neighborhood stabilization, targeted assistance, and pipeline readiness. Five homeowners received emergency repairs and while it is lower, it is based on applications. Nine individuals participated in the Homebuyer Hero program, putting the City well above pace for mid-year. Overall quarter two shows priority three progressing in the right direction stabilizing neighborhoods, clearing barriers, and positioning housing activity to accelerate in the second half of the year.

Priority 4 is the newest strategic area of focus and aims to enhance how residents and visitors move throughout Fayetteville. Transit has completed the initial steps for the Title V Fare and Service Equity Study and implemented three of the recommendations from the study. Ten transportation plans were also incorporated into the new Master Connectivity GIS Overlay Map that helps inform project management, planning, future development, and connectivity decisions. Promoting of transportation options continues through Marketing & Communication.

Priority 5's youth engagement remains a cornerstone of our community strategy and data continues to trend upward. Orange Street School, Police Activities League (PALs), Fayetteville-Cumberland Youth Council (FCYC), and Junior Officials continues to engage and interact with youth. All of the youth programs foster leadership, confidence, and engaged with positive community outlets.

Mr. Lowery stated staff remain focused on implementation and performance monitoring across all the strategic priorities to guide and adjust as necessary.

Discussion ensued.

Mr. Brayboy stated the Strategic Planning and Analytics office focus on internal processes and analysis.

Discussion ensued regarding the community survey. The survey is done every other year in the fall and then the results are received before the strategic planning retreat.

MOTION: **Council Member Haire moved to accept the FY26 2nd Quarter Strategic Performance Report**
SECOND: **Council Member Davis**
VOTE: **UNANIMOUS (10-0)**

11.0 ADJOURNMENT

There being no further business, the meeting adjourned at 9:14 p.m.

Respectfully submitted,

_____	_____
JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
011226	

FAYETTEVILLE CITY COUNCIL
SPECIAL MEETING MINUTES
DOROTHY GILMORE THERAPEUTIC RECREATION CENTER
1600 PURDUE DRIVE, FAYETTEVILLE
JANUARY 14, 2026
10:00 A.M.

Present: Mayor Mitch Colvin;

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3); D. J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9) (arrived 10:06 a.m.)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Jeffery Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Kevin Dove, Fire Chief
Roberto Bryan, Police Chief
David Steinmetz, Development Services Assistant Director
Byron Reeves, Public Services Assistant Director
Rose Rasmussen, Internal Audit Director
Michael Gibson, Parks, Recreation, & Maintenance Director
Loren Bymer, Marketing & Communications Director
Chris Lowery, Strategic Planning and Analytics Manager
Andrew Brayboy, Senior Corporate Performance Analyst
Willie Henry, Chief Information Officer
Tiffany Murray, Chief Financial Officer
Yamile Nazar, Human Relations Director
John Jones, Office of Community Safety Director
Christopher Cauley, Economic & Community Development Director
Michelle Brooks, Interim Budget and Evaluation Director
Jennifer Ayre, City Clerk
Members of the Public
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 10:00 a.m.

2.0 INVOCATION

The invocation was offered by Council Member Haire.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Mayor and City Council.

4.0 APPROVAL OF AGENDA

MOTION: Council Member Greene moved to approve the agenda.
SECOND: Council Member Jones
VOTE: UNANIMOUS (9-0)

6.0 OTHER ITEMS OF BUSINESS

6.01 Strategic Planning Overview
-Process
-History
-Action Plans

Mayor Colvin provided the history of the strategic planning retreats and stated staff then require time to implement the programs and initiatives causing the projects to sometimes be too late, to be able to be funded. Mayor Colvin stated he thought it would be beneficial for the Council to have a check-in on the priorities that were from the last strategic planning retreat and allow Council Members to ask questions.

Mr. Chris Lowery, Strategic Planning and Analytics Manager, and Mr. Andy Brayboy, Senior Corporate Performance Analyst, introduced themselves and their background.

Process

Mr. Lowery stated we are looking at the process, the history of how we got to the FY26 priorities and the action plans. Mr. Brayboy stated it is important to think about why we do things through the goals, purpose, mission, and vision. Then we work to achieve those through the processes, objectives, and core values. We can then decide what we want to do through the five Council priorities, daily operations, initiatives, capital projects, and outcomes. When we start with the why, it shapes the how and what. The strategic plan framework timeline was reviewed. Mayor Colvin stated the focus for today should be between the pre-work and strategic planning retreat.

Discussion ensued regarding long-term planning, changing goals, and priorities to be forward thinking.

High performing organizations create long-term strategies that provide direction, identifies outcomes, and is the basis for performance analysis. The strategic planning goals, organizational alignment, mission, and vision statement were presented. Goals could be consolidated to best fit how the City is now and where it wants to be.

Discussion ensued regarding partnerships, the citizen survey, and how we could request surveys after every interaction.

The City Council objectives for each goal was presented.

History

Mr. Lowery provided the history of last years strategic plan. It took place February 11-12, 2025, and allowed Council to focus on the strategic goalkeeping priorities, understand the operating and fiscal landscape, and short and long-term outcomes. Foundational takeaways included current budget and fiscal pressures, workforce recruitment and retention challenges, infrastructure demands, system stressors, what the City and County mandates, and how we could collaborate. These discussions created “guard rails” to ensure the goals and priorities were ambitious but achievable. The Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis was reviewed. The strategic priorities were presented. Four of the priorities were from a previous year, but priority 4 was new.

Action Plans

Mr. Brayboy stated each priority has a list of actions, however, not all are reported on or started at the same time. The focus is to work on tasks long-term.

Priority One (1) - Ongoing commitment to a comprehensive approach to community safety; Priority Two (2) - Enhance economic growth throughout the City; Priority Three (3) - Continue the City’s commitment to revitalization efforts and housing needs; Priority Four (4) - Evaluate and expand transportation and other connectivity for residents; and Priority Five (5) - Increase Parks and Recreation opportunities for youth engagement and interaction.

Discussion ensued regarding bus stops, amenities at each and the cost associated with updating the bus stops.

Mr. Lowery explained how the Council Request Tracker (CART) is used to track the Council Agenda Item Requests that are approved by Council, which is then reported back to Council after completion. This may include simple initiatives or full projects. Mayor Colvin recommended adding Priorities to the Council Agenda Item Request Form.

Discussion ensued.

Ms. Jodi Phelps, Assistant City Manager, provided the federal and state draft action plans. Every two years an action plan is created and is broken into policy and funding. It is done on a two-year cycle because it is the second year of the biennium and congressional election cycle. There are not many changes in the second year to maintain momentum. The State priorities stay the same because they do a two-year budget cycle. They do a long session and short session and this is the short session year. The City has strong advocacy in the local delegation.

Discussion ensued.

7.0 ADJOURNMENT

There being no further business, the meeting was adjourned at 11:53 a.m.

Respectfully submitted,

JENNIFER L. AYRE City Clerk 011426	MITCH COLVIN Mayor

DRAFT

FAYETTEVILLE CITY COUNCIL
AGENDA BRIEFING MINUTES
TEAMS
JANUARY 21, 2026
5:00 P.M.

Present: Council Members D.J. Haire (District 4) and Brenda McNair (District 7);

Absent: Mayor Mitch Colvin; Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3); Lynne Greene (District 5); Derrick Thompson (District 6); Shaun McMillan (District 8) Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager (arrived at 5:10 p.m.)
Roberto Bryan, Jr., Police Chief
Todd Joyce, Assistant Chief of Police
Gerald Newton, Development Services Director
Loren Bymer, Marketing & Communications Director
Dereke Planter, Code Enforcement Administrator Supervisor
Sheila Thomas-Ambat, Public Services Director
David Steinmetz, Assistant Development Services Director
Willie Henry, Chief Information Officer
Christopher Cauley, Economic & Community Development Director
Albert Baker, Assistant Economic & Community Development Director
Craig Harmon, Senior Planner
Sonyé Randolph, Assistant City Attorney
Angelica McDonald, Assistant City Attorney
Veronica Curtis, Assistant City Attorney
Jennifer Ayre, City Clerk

1.0 CALL TO ORDER

Council Member Haire called the meeting to order, and it was noted a quorum was not present.

2.0 AGENDA BRIEFING – Review of Items for the January 26, 2026, City Council Meeting

Mr. Dereke Planter, Code Enforcement Administrator Supervisor, stated three high visibility demolition projects have been completed, 850 Vandyke Place, 2443 Hope Mills Road, and 206 Campbell Avenue. Mr. Planter, with the aid of a PowerPoint presentation showed presented the before and after demolition of 206 Campbell Avenue. Demolition was completed between December 11-17, 2025.

Mr. Planter presented *Item 7.0A3 – Approve Ordinances for Uninhabitable Structures: Demolition Recommendations: 484 Tacoma Court-District 4; 511 S Eastern Boulevard – District 2; 905 Anarine Road – District 2; and 3634 Thorndike Drive – District 3* and state there are four properties that are deemed dangerous. 484 Tacoma Court is a residential property that has had active cases on it since 2016, and the owner lives in Hawaii. 511 S. Eastern Boulevard is a commercial property, known as the old Knights Inn property, and has 12 code violations in the last 24 months. 905 Anarine Road is a residential property and staff have been unable to reach the property owner since 2015. 3634 Thorndike Drive is a residential property that was struck by lightning and staff have not had conversations with the owner since the structural damage happened. Discussion ensued.

Council Member Haire asked for clarification on *Item 7.0A6 - Authorization to Apply for Fiscal Year 2025 Choice Neighborhood Implementation Grant and Appropriate Additional Funding for the Application.* Mr. Christopher Cauley, Economic and Community Development Director, stated this item is the request for City Council to authorize the City Manager to apply and $100,000 in additional funding to bring the experts back to put forth the strongest application possible. The grant application is due to HUD on March 9, 2026.

Dr. Gerald Newton, Development Services Director stated *Item 8.01 - P25-30: A request to rezone 2211 Rosehill Road (0438470005000), consisting of 21.27 acres and owned by Cross*

Creek Refuse LLC, from Single Family Residential 6 (SF-6) to Mixed Residential 5 (MR-5). is back again for the public hearing on the rezoning request that was previously tabled on August 25, 2025, and October 27, 2026. Mr. Craig Harmon, Senior Planner stated no further additional speakers have signed up to speak currently, however, staff is calling everyone that has signed up to speak previously to remind them that it is on the agenda.

Ms. Jennifer Ayre, City Clerk, provided a review of the remaining agenda items.

Mr. Jeffery Yates stated *Item 9.01 - Receive Presentation on the Cost of Gun Violence Study* is the UNC Charlotte Urban Institute research on the cost of gun violence study that reviews the cost of gun violence in the community. In addition, they looked at the three ShotSpotter locations to determine what additional resources or programing could be implemented to assist in reducing gun violence in those areas.

There being no further business, the meeting adjourned at 5:32 p.m.

Respectfully submitted,

_____	_____
JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
012126	

DRAFT

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0061

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A2

TO: **Mayor and Members of City Council**

THRU: **Jodi Phelps, Assistant City Manager**

FROM: **Jennifer Ayre, MMC, City Clerk**

DATE: **February 9, 2026**

RE:
Approve City Council Policies Review Committee Recommendations to City Council Policies 120.09, 160.10, and 165.3

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal III: A city invested in Today and Tomorrow

Executive Summary:
The City Council Policies Review Committee met on Thursday, January 15, 2026. During the meeting the Committee unanimously approved revisions to one Council policy.

The Committee Members are: Mayor Pro Tem Derrick Thompson (Chair), Council Member D.J. Haire, and Council Member Stephon Ferguson

Background:
Staff presented City Council Policy 120.09-Public Forum and a new policy 160.10 - School Zones that would replace 165.3. Policy 120.09 was created on January 9, 2006, with revisions in 2006, 2008, 2014, 2023, and 2024. Policy 165.3 was created on February 17, 1986 and never revised. The New recommended policy 160.10 would move the School Zone policy from zoning to streets, traffic and parking.

Issues/Analysis:
City Council Policy 120.-9 - Public Forum
If approved, the Public Forum and Announcements and Recognitions will move from being held during the second Monday during the regular Council Meeting to the first Monday of every month after the Work Sessions. It would create a predetermined end to the Work Session to have the Public Forum and Announcements and Recognitions to begin at 5:15 p.m. The Announcements and Recognitions will be first and then the public forum.

The Public Forum time will be increased from 30 minutes to one hour. Consistent with current standards, no dialogue shall occur, but at the conclusion of the forum, the Mayor, City Manager, or City Attorney may provide rebuttal to any statements.

Speakers will not be required to provide their address at the podium, however, providing address, phone number, and subject matter will still be required to sign up. City Residents will be placed before all non-residents on the sign up sheet.

Additionally, the revisions will only allow sign ups beginning the day after the last public forum and no later than 11:59 p.m. the day before the meeting. If individuals are unable to attend in person written comments can be mailed or emailed to the City Clerk and those comments will be summarized by the Clerk during the meeting.

The 2026 City Council Meeting Dates Calendar will also need to be updated to reflect the date and time changes for the Public Forum and Announcements and Recognitions.

City Council Policy 165.3 - School Zones
This is recommended to be rescinded and replaced with 160.10 - School Zones

Recommended Policy 160.10 - School Zones
Policy 160.10 establishes the City of Fayetteville's authority and procedures for reducing speed limits in school zones, as granted by North Carolina General Statute § 20-141.1. The policy ensures consistency and uniformity in how school speed zones are created, evaluated, and maintained, in accordance with the North Carolina Department of Transportation's "Standard Practice for Establishing a School Speed" (S-14, revised January 15, 2026).

The policy outlines responsibilities among NCDOT, Cumberland County Schools, and the City of Fayetteville for establishing, approving, funding, and maintaining school zones and related equipment. While NCDOT approves school zones for public schools and Cumberland County Schools maintains associated flashers, the City is responsible for school zones not maintained by those entities. The policy also defines cost responsibilities, maintenance obligations, reuse or ownership of equipment, and affirms the City's right to revise or remove school speed zones and related infrastructure based on changing conditions or roadway improvements.

Budget Impact:
N/A

Options:
1. Approve Council Policy Committee recommended revisions City Council Policies 120.09, 165.3 and 160.10 and update the 2026 City Council Meeting Dates Calendar - Meeting Information.
2. Do not approve Council Policy Committee recommended revisions to City Council Policies 120.09, 165.3 and 160.10

Recommended Action:
Approve Council Policy Committee recommended revisions City Council Policies 120.09, 165.3 and 160.10 update the 2026 City Council Meeting Dates Calendar - Meeting Information.

Attachments:

City Council Policy 120.09
Proposed Revised City Council Policy 120.09
City Council Policy 165.3
Proposed Revised City Council Policy 165.3
Proposed City Council Policy 160.10
Updated 2026 City Council Meeting Dates Calendar

SUBJECT – CITY COUNCIL Public Forum	Number 120.9	Revised 3-13-06 5-12-08 1-27-14 05-08-23 01-08-24	Effective Date 1-9-06	Page 1 of 2

In compliance with N.C.G.S. § 160A-81.1, the City Council establishes the following policy for a public comment period which shall be known as the Public Forum.

1. The Public Forum shall be held on the second Monday of every month during a regularly scheduled meeting of the Council and shall be the first item of business after Approval of the Agenda. The Public Forum shall last no longer than 30 minutes. Any remaining speakers on the Public Forum list that did not get an opportunity to address the City Council will have the option to have their name placed at the beginning of the next scheduled public forum list of speakers.

2. Each speaker shall have up to 3 minutes to address Council on issues related to the City of Fayetteville. No time will be yielded to any speaker by another speaker.

3. Speakers will address Council in the order in which their name appears on the sign-up sheet. Speakers shall address Council from the podium and shall not otherwise physically approach Council. Any written comments and/or supporting documents shall be left with the City Clerk.

4. Speakers will be courteous in their language and presentation and shall refrain from personal attacks. The Mayor or other designated presiding officer reserves the right at all times to maintain order and decorum during the Public Forum.

5. Speakers shall not discuss the following matters during the public forum: personnel, litigation, property acquisition, attorney-client privilege, confidential and matters that are the subject of public hearings. Speakers desiring to speak on any of the aforementioned will be directed on the proper procedure for discussing those matters. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Board.

6. No dialogue shall occur between the speaker and Council. At the conclusion of the Public Forum, the City Manager or City Attorney may provide rebuttal to any statements made during the Public Forum.

7. Anyone desiring to speak may sign up in advance no later than 5:00 p.m. on the day of the meeting by in person with the City Clerk in the City Manager's Office Suite, City Hall, 433 Hay Street, Fayetteville, NC; by email at PamelaMegill@fayettevillenc.gov; or call (910) 433-1992 and provide their name and address. Speakers with handouts for the City Council are to be submitted to the Office of the City Clerk prior to 5 p.m. on the day of the meeting.

SUBJECT – CITY COUNCIL Public Forum	Number 120.9	Revised 3-13-06 5-12-08 1-27-14 05-08-23 01-08-24 xx-xx-26	Effective Date 1-9-06	Page 1 of 2

In compliance with N.C.G.S. § 160A-81.1, the City Council establishes the following policy for a public comment period which shall be known as the Public Forum.

1. The Public Forum shall be held on the first Monday of every month beginning at 5:15 p.m. after the announcements and recognitions. The Public Forum shall last no longer than one hour. Any remaining speakers on the Public Forum list that did not get an opportunity to address the City Council will have the option to have their name placed at the beginning of the next scheduled public forum list of speakers.

2. City Residents shall be placed before all non-residents on the sign-up sheet.

3. Each speaker shall have up to three (3) minutes to address Council on issues related to the City of Fayetteville. Speakers will provide their name at the podium, but providing their address is not required. No time will be yielded to any speaker by another speaker.

4. Speakers will address Council in the order in which their names appear on the sign-up sheet. Speakers shall address Council from the podium and shall not otherwise physically approach Council. Any written comments and/or supporting documents shall be left with the City Clerk.

5. Speakers will be courteous in their language and presentation and shall refrain from personal attacks. The Mayor or other designated presiding officer reserves the right at all times to maintain order and decorum during the Public Forum.

6. Speakers shall not discuss the following matters during the public forum: personnel, litigation, property acquisition, attorney-client privileged information, confidential information and matters that are the subject of public hearings. Speakers desiring to speak on any of the aforementioned will be directed on the proper procedure for

discussing those matters. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Council.

7. No dialogue shall occur between the speaker and Council. At the conclusion of the Public Forum, the Mayor, City Manager or City Attorney may provide rebuttal to any statements made during the Public Forum.

8. Anyone desiring to speak or provide written comments may sign up in advance beginning the day after the last public forum and no later than 11:59 p.m. on the day before the meeting, in person with the City Clerk in the City Manager's Office Suite, City Hall, 433 Hay Street, Fayetteville, NC; by email at PublicComments@fayettevillenc.gov; by phone (910) 433-1992; or by using the website form. Speakers with handouts for the City Council may be submitted to the Office of the City Clerk no later than 11:59 p.m. the day before the meeting or handed to the Clerk prior to comments.

9. Individuals unable to attend in person, may mail written comments to the City Clerk using the address above or email them to PublicComments@fayettevillenc.gov. Written comments will be summarized by the City Clerk during the meeting.

SUBJECT – ZONING School Zones	Number 165.3	Revised Rescinded xx-xx-26	Reviewed Date 11-18-25	Effective Date 2-17-86	Page 1 of 1

SUBJECT – STREETS, TRAFFIC, AND PARKING School Zones	Number 160.10	Revised	Reviewed Date	Effective Date xx-xx-26	Page 1 of 1

The authority to lower speed limits adjacent to or near schools is given to local authorities within their respective jurisdictions by North Carolina General Statute § 20-141.1 *Speed limits in school zones*.

This policy is to provide guidance and uniformity on how and when speed limit reductions are established for a school speed zone. When a new project is established, or when the existing speed zone is in need of reevaluation, or when existing signs are in need of replacement, repair or maintenance, conformance with this practice is required.

The City of Fayetteville shall follow the steps identified by the North Carolina Department of Transportation "STANDARD PRACTICE for ESTABLISHING A SCHOOL SPEED ON A STATE SYSTEM STREET OR A HIGHWAY IN NORTH CAROLINA".

For ease of reference, the above mentioned "STANDARD PRACTICE," known as "S-14" on the revised date of 01/15/2026, is included with this policy. All references to State systems, personnel, or entities shall be understood to refer to equivalent City of Fayetteville systems, personnel, or entities for this policy.

Within the City of Fayetteville, per North Carolina Administrative Code 19A NCAC 02B.0232 *SCHOOL FLASHERS (STATE MUNICIPAL SYSTEM)*, the North Carolina Department of Transportation is responsible for approving and establishing school zones and school flashers for Public Schools. In practice, Cumberland County Schools is responsible for the maintenance of all school flashers associated with the school zones established for the schools operated by the County. The City of Fayetteville is responsible for the establishment and maintenance of school zones and their associated equipment as part of this policy for school zones not maintained by the North Carolina Department of Transportation or Cumberland County Schools.

Associated school zone equipment is understood to include, but not be limited to, thermoplastic pavement markings for the word "SCHOOL", sign assemblies for school speed zones, sign assemblies for pedestrian crossings in school speed zones, and school flasher assemblies.

If the need for school zone flasher(s) is established by the City of Fayetteville, the City of Fayetteville Public Services Department – Traffic Services Division will

prepare an estimate of the material and equipment cost for installation. The school agency will make payment to the City of Fayetteville for the cost of the materials and equipment prior to installation of the school zone flasher(s). In addition, the school board shall make application for electrical service for the school zone flasher(s) and shall be responsible for payment of the associated utility bills.

The City will agree to maintain the school zone signs, pavement markings, and school zone flasher(s) so long as the need for this school zone continues. Should this school zone become unnecessary; the signs, pavement markings, and school zone flasher(s) will be removed. The school zone flasher(s) shall be reused at another mutually agreeable site between the school agency and City (at no cost to the school board). Should no mutually agreeable site be available, the school zone flasher(s) shall become the property of the City of Fayetteville.

The City reserves the right to revise or remove school speed zone ordinances and revise or remove signs, pavement markings, and flasher(s) based on current conditions and if necessary, when roadway improvements or changes in the roadway cross section or configuration necessitates a new investigation.

S-14

North Carolina Department of Transportation
Division of Highways
Transportation Mobility and Safety Division

STANDARD PRACTICE for ESTABLISHING A SCHOOL SPEED ZONE ON A STATE SYSTEM STREET OR HIGHWAY IN NORTH CAROLINA

A. TOPIC OWNER

Traffic Safety Unit

B. PURPOSE

This practice provides guidance and uniformity on how and when speed limit reductions are established for a school speed zone. This practice is not intended for use in removal of existing signs; however, when a new project is established for the North Carolina highway system, or when the existing speed zone is in need of reevaluation, or when existing signs are in need of replacement, repair or maintenance, conformance with this practice is required.

C. OVERVIEW

These guidelines below provide the criteria to be used to reduce the regulatory speed limit on state-maintained streets and highways in order to establish a school speed zone for public, private, and parochial schools for K-12th grades. It is standard practice to allow and/or install regulatory signs for a school speed zone only if the requesting facility meets all the criteria and guidelines herein. If approved, signs shall be designed, located and erected according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD), the North Carolina Supplement to the MUTCD, the North Carolina Roadway Standard Drawings and the standards and criteria herein.

D. GUIDELINES

1. The Department of Transportation may, upon the basis of a traffic engineering and safety investigation, reduce the regulatory speed limit on state-maintained streets and highways in order to establish a school speed zone for public, private, and parochial schools for K-12th grades.

2. Highways designated as part of the Interstate System or other fully controlled access highways do not qualify for speed limit reductions under this Standard Practice and therefore shall not have posted school speed zones. School speed zones should not normally be considered on partially controlled access highways except where there is a special need based on a traffic engineering and safety investigation. An example would be when the school is located so close to the major roadway (off of a SR or city street) that the flow of traffic on the major roadway is impeded during the peak school times.

3. No school speed zones will be considered until a formal signed letter from the individual school principal or other official of the school system is received by the Department of Transportation. The official signed letter should be addressed to the appropriate Division Engineer and should include the following documentation:

   A. Number of students (K-12)
   B. Approximate number of student pedestrians and bicyclists
   C. Approximate number of student drivers and/or car riders
   D. Number of buses and ridership
   E. Number of staff members (teachers, administration, and support staff)
   F. Beginning and dismissal times at the school
   G. Beginning and dismissal times of before and after school programs
   H. A list of extracurricular events and their typical schedule
   I. Whether or not the school routinely uses a crossing guard on state system roadways
   J. A description of the school's student loading plan

4. The requesting school shall have a minimum enrollment of at least 200 students (K-12) and include some student pedestrians or student bicyclists using adjacent state system roadways before a school speed zone will be considered.

   GUIDANCE: Regardless of the number of student pedestrians or bicyclists, if any of the following conditions are present, a reduced school speed zone may be considered:

   A. Recurrent excessive queuing onto the subject route during the school's beginning and/or dismissal times that has been determined as non-correctable through on-campus traffic patterns and/or student loading operations.
   B. Poor intersection visibility and/or decision sight distance at school entrance(s).
   C. Crash rate for the subject route is higher than the statewide critical crash rate for similar type routes.
   D. The presence of unsignalized and unguarded pedestrian crosswalks adjacent to the school.

   GUIDANCE: Preschools, Child Development Centers and other daycare type facilities are not eligible for school speed zones and school pavement markings are not allowed in advance of these type facilities.

5. The school speed limit so established should not be ordinanced more than 10 mph below the posted or statutory non-school speed limit unless the traffic engineering and safety investigation determines there are unsafe conditions adjacent to the school greater than those normally present in school areas. Per G.S. §20-141.1, the school speed limit shall not be less than 20 mph.

   GUIDANCE: At least two of the following conditions should be present on the subject route before setting a school speed limit more than 10 mph below the posted non-school speed limit:

   A. Recurrent excessive queuing onto the subject route during the school's beginning and/or dismissal times that has been determined as non-correctable through on-campus traffic patterns and/or student loading operations.
   B. Poor intersection visibility and/or decision sight distance at school entrance(s).
   C. Crash rate for the subject route is higher than the statewide critical crash rate for similar type routes.
   D. Non-school speed limit is set at 55 mph or higher.
   E. The presence of unsignalized and unguarded pedestrian crosswalks adjacent to the school.

6. The reduced speed zone should begin either at a point 200 ft from the crosswalk adjacent to the school, or at a point 100 ft minimum – 500 ft maximum from the school property line, based on whichever is encountered first as traffic approaches the school. See layouts and guidance in RSD 910.20 and the current MUTCD.

   GUIDANCE: The engineer should consider the location of school entrances/exits and existing vehicle queuing on the subject route when setting the limits of the school speed zone.

7. Restrictive school speed limits should **NOT** normally be established along highways without bordering (adjacent/abutting) school property or along highways that have bordering school property but have no school access points and minimal or no pedestrian activity. That is unless a traffic engineering and safety investigation shows there are unsafe conditions on the subject route that could be significantly reduced by the implementation of a lower school speed limit.

   GUIDANCE: The engineer should verify that at least one of the following conditions is present before establishing a school speed zone along a highway without bordering school property or along highways that have bordering school property but have no school access points and minimal pedestrian activity:

   A. Recurrent significant queuing caused by school traffic is present on the subject route during the arrival and/or dismissal times of the school that has been determined as non-correctable through on-campus traffic patterns and/or student loading operations.
   B. There is a significant crash history on the subject route during the arrival and/or dismissal times at the school.
   C. There is a large percentage of school traffic using a stop sign controlled intersection leading to the school that has safety and/or capacity concerns.

8. The times for the school speed limit should be determined by the investigating engineer and should only be in effect during the hour surrounding the time of each beginning and ending school schedule or bell. Typically, the school speed zone should only be in effect during the hour "30 minutes before to 30 minutes after school begins and ends" unless the investigating engineer determines a different time period is appropriate. If the school requests a different time period, documentation showing clear justification for changing or extending the time from the "30 minutes before to 30 minutes after school begins and ends" should be provided.

   GUIDANCE: The engineer should verify that at least one of the following conditions is present before extending the "30 minutes before to 30 minutes after school begins and ends" guideline:

   A. The school has a significant number of students participating in before and/or after school programs.
   B. The school has a significant number of extracurricular events that generates a large volume of traffic on the subject route.
   C. The school generates a significant amount of pedestrian or vehicular traffic outside of the "30 minutes before to 30 minutes after" time frame.

   The Department will only install and maintain school flashers if a "traffic and engineering investigation conducted by the Department of Transportation shows that there are hazardous conditions present adjacent to a school greater than those normally present in school areas, and that these conditions can be alleviated by the use of school flashers" in accordance with NCAC 19A:02B.0232. See TEPPL Topic S-11 for guidance on school zone flashers.

9. The presence (or construction) of roadway improvements (ex. turn lanes) or other traffic control devices (i.e. traffic signals) may mitigate the need for a school speed zone.

10. The school or school system should be encouraged to implement on site/off site or operational improvements recommended by the NCDOT engineering investigation prior to establishing a school speed zone.

ADDITIONAL GUIDANCE: If the requesting school does not meet the specified enrollment criteria for a school speed zone but is a smaller, well established school (in operation two or more calendar years) with an enrollment of at least 100 students, the school may request School Advance Warning signs (S1-1). The Department's investigating engineer will make the determination if school advance warning signs (with or without advisory speed plaques mounted under the signs) are warranted based on the MUTCD and engineering judgment.

Sign designs shall conform to Department standards for sign and letter size, design layout and sheeting type and color.

NCDOT reserves the right to request documentation from the school or school system at any time to confirm that the facility continues to meet requirements. NCDOT reserves the right to revise or remove school speed zone ordinances and revise or remove signs based on current conditions and if necessary when roadway improvements or changes in the roadway cross section or configuration necessitates a new investigation.

2026 City Council Meeting Dates

JANUARY

Thurs., Jan 1	**New Year's Day—City Offices Closed**
Mon., Jan. 5	Council Work Session, 2 p.m., Council Chamber
Mon., Jan. 12	Regular Council Meeting, 6:30 p.m., Council Chamber
Mon., Jan 19	**MLK Jr. Day - City Offices Closed**
Tues.-Wed Jan. 20-21	Strategic Planning Retreat, Gilmore Recreation Center
Wed., Jan. 21	Agenda Briefing, 5 p.m., Teams
Mon., Jan. 26	Regular Council Meeting, 6:30 p.m., Council Chamber

FEBRUARY

Mon., Feb. 2	Council Work Session, 2 p.m., Council Chamber
Mon., Feb.9	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., Feb. 18	Agenda Briefing, 5 p.m., Teams
Mon., Feb. 23	Regular Council Meeting, 6:30 p.m., Council Chamber

MARCH

Mon., March 2	Council Work Session, 2 p.m., Council Chamber
Mon., March 9	Regular Council Meeting, 6:30 p.m., Council Chamber
Mon. - Wed. March 16-18	NLC Congressional Cities Conference, Washington, D.C.
Wed., March 18	Agenda Briefing, 5 p.m., Teams
Mon., March 23	Regular Council Meeting, 6:30 p.m., Council Chamber

APRIL

Fri., April 3	**Good Friday - City Offices Closed**
Mon, April 6	Council Work Session, 2 p.m., Council Chamber
Mon., April 13	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., April 22	Agenda Briefing, 5 p.m., Teams
Mon., April 27	Regular Council Meeting, 6:30 p.m., Council Chamber

MAY

Mon., May 4	Council Work Session, 2 p.m., Council Chamber
Tues.-Thur., May 5-7	NCLM City Vision — Raleigh
Mon., May 11	Regular Council Meeting, 6:30 p.m., Council Chamber
Thurs., May 14	Council Budget Work Session, 10 a.m., Council Chamber
Wed., May 20	Agenda Briefing, 5 p.m., Teams
Thurs., May 21	Council Budget Work Session, 10 a.m., Council Chamber
Mon., May 25	**Memorial Day - City Offices Closed**
Tues., May 26	Regular Council Meeting (Budget Public Hearing), 6:30 p.m., Council Chamber
Thurs., May 28	Council Budget Work Session, 10 a.m., Lafayette Room

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

JUNE

Mon., June 1	Council Work Session, 2 p.m., Council Chamber
Mon., June 8	Regular Council Meeting, 6:30 p.m., Council Chamber, Adopt FY 26-27 Budget
Wed., June 17	Agenda Briefing, 5 p.m., Teams
Fri., June 19	**Juneteenth - City Offices Closed**
Mon., June 22	Regular Council Meeting, 6:30 p.m., Council Chamber

JULY

No City Council Meetings Established

Fri., July 3	**Independence Day - City Offices Closed**

AUGUST

Mon., Aug.3	Council Work Session, 2 p.m., Council Chamber
Mon., Aug. 10	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., Aug. 19	Agenda Briefing, 5 p.m., Teams
Mon., Aug. 24	Regular Council Meeting, 6:30 p.m., Council Chamber

SEPTEMBER

Mon., Sept. 7	**Labor Day - City Offices Closed**
Tues., Sept.8	Council Work Session, 2 p.m., Council Chamber
Mon., Sept. 14	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., Sept. 23	Agenda Briefing, 5 p.m., Teams
Mon., Sept. 28	Regular Council Meeting, 6:30 p.m., Council Chamber

OCTOBER

Mon., Oct. 5	Council Work Session, 2 p.m., Council Chamber
Mon., Oct. 12	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., Oct. 21	Agenda Briefing, 5 p.m., Teams
Mon., Oct. 26	Regular Council Meeting, 6:30 p.m., Council Chamber

NOVEMBER

Mon., Nov. 2	Council Work Session, 2 p.m., Council Chamber
Mon., Nov. 9	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., Nov. 11	**Veteran's Day - City Offices Closed**
Wed., Nov. 18	Agenda Briefing, 5 p.m., Teams
Wed.—Sat. Nov. 18-21	NLC Conference, Nashville, TN
Mon., Nov. 23	Regular Council Meeting, 6:30 p.m., Council Chamber
Thurs. - Fri., Nov. 26-27	**Thanksgiving - City Offices Closed**

DECEMBER

Mon., Dec. 7	Council Work Session, 2 p.m., Council Chamber
Mon., Dec. 14	Regular Council Meeting, 6:30 p.m., Council Chamber
Thurs. - Fri. Dec. 24—25	**Christmas - City Offices Closed**

City Council Work Session/Meeting Information

- Work Sessions are held at 2 p.m. in the Council Chamber, City Hall, generally on the first Monday of each month.
- Regular meetings are held at 6:30 p.m. in the Council Chamber, City Hall, and the Council's Discussion of Agenda Items is held at 5:30 p.m. preceding the regular meetings in the St. Avold Conference Room, third floor, City Hall. Regular meetings are broadcast live on FAYTV and are re-broadcasted on Wednesdays following the meetings at 10 p.m. Archived meetings are also available on the City's YouTube channel at www.FayTV.net
- The Public Forum shall be held after the Work Sessions each month, which is usually the first Monday beginning at 5:15 p.m.
- Agenda briefings are held at 5 p.m. via Teams, generally on the third Wednesday of each month. Login information is located on the City's website calendar of events tab.

January

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NLC Conferences | Regular Meeting | Agenda Briefing
NCLM Conference | Work Session | Budget Work Session
Strategic Planning Retreat | Holidays

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0019

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A3

TO: **Mayor and Members of City Council**

THRU: **Kelly Strickland, Assistant City Manager**
Dr. Gerald Newton, AICP, Development Services Director
David Steinmetz, Development Services Assistant Director

FROM: **Dereke D. Planter Jr., Code Enforcement Supervisor**

DATE: **February 9, 2026**

RE:
Uninhabitable Structures: Demolition Recommendations

484 Tacoma Court - District 4
511 S Eastern Boulevard - District 2
905 Anarine Road - District 2
3634 Thorndike Drive - District 3

COUNCIL DISTRICT(S):
2,3,4

Relationship To Strategic Plan:
Goal 1: Safe & Secure Community
Goal 4: Desirable Place to Live, Work & Recreate

Executive Summary:
Staff seeks Council approval of demolition ordinances for one commercial structure and three residential structures that have been determined to be dangerous.

Background:
As part of the City's continued efforts to address blight and protect neighborhood safety, several long-standing nuisance properties have recently been successfully demolished one commercial and two residential structures 850 Van Dyke Place, 2443 Hope Mills Road, and the highly visible structure at 206 Campbell Avenue.
The removal of these deteriorated and unsafe buildings represents a significant step toward eliminating public nuisances that negatively impact surrounding neighborhoods. Most notably, the demolition at 206 Campbell Ave. addresses a prominently located structure that had been a source of concern for residents and passersby alike.
These actions demonstrate the City's commitment to improving neighborhood conditions, reducing blight, and restoring confidence in the quality and safety of our community spaces.

484 TACOMA CT **PIN: 0408-68-9291**

This vacant residential structure was condemned as dangerous on August 18, 2025, due to neglect. The City Inspector cited repair needed: walls, roofing material, flashing, trim and fascia, roof rafters and sheathing.
A hearing notice was published in *The Fayetteville Observer* on August 24, 2025. The hearing was held on September 8, 2025, and the property owner was not present.
Following the hearing, an order was issued on September 10, 2025, directing the owner to either repair or demolish the structure within 60 days. The notice included information on programs available through the City's Economic & Community Development Department to help cover repair or demolition expenses.
As of today, there is no record of enrollment in the Blight Removal Program, and the property has not been brought out of its condemned status.
There have been two emergency calls related to the property in the past 24 months. The property had two code violations, $569.44 in City assessments, and $2,756.86 in taxes due.
It holds a demolition score of 65 points on the matrix.

511 S EASTERN BLVD **PIN: 0446-09-2995**

This vacant commercial structure was condemned as dangerous on April 7, 2025, due to neglect/fire. The City Inspector cited repair needed: walls, doors, door frames, window frames and glazing, electrical wiring, devices, fixtures, boxes, conduit and panels, heating and air conditioning duct work, units and wiring, roofing materials, and stairs.
A hearing notice was published in *The Fayetteville Observer* on May 25, 2025. The hearing was held on June 5, 2025, and the property owner was present.
Following the hearing, an order was issued on June 9, 2025, directing the owner to either repair or demolish the structure within 180 days. The notice included information on programs available through the City's Economic & Community Development Department to help cover repair or demolition expenses.
As of today, there is no record of enrollment in the Blight Removal Program, and the property has not been brought out of its condemned status.
There have been **113** emergency calls related to the property in the past 24 months. The property had 12 code violations, no City assessments, and $13,069.48 in taxes due.
It holds a demolition score of 77 points on the matrix.

905 ANARINE RD **PIN: 0428-61-2382**

This vacant residential structure was condemned as dangerous on June 23, 2025, due to neglect. The City Inspector cited repair needed: steps, stair railings, ceiling and ceiling joists, doors and door frames, electrical fixtures, wiring, devices and panels, hot & cold-water distribution plumbing, water heating appliance, windowpanes, frames and sashes, roofing material, flashing, and trim, roof rafters/trusses and sheathing.
A hearing notice was published in *The Fayetteville Observer* on August 24, 2025. The hearing was held on September 5, 2025, and the property owner was not present.
Following the hearing, an order was issued on September 8, 2025, directing the owner to either repair or demolish the structure within 60 days. The notice included information on programs available through the City's Economic & Community Development Department to help cover repair or demolition expenses.
As of today, there is no record of enrollment in the Blight Removal Program, and the property has not been brought out of its condemned status.

There have been no emergency calls reported related to the property in the past 24 months. The property had four code violations, $258.26 in City assessments, and no outstanding taxes.
It holds a demolition score of 66.5 points on the matrix.

3634 THORNDIKE DR PIN: 0429-95-5812

This residential structure was condemned as dangerous on March 5, 2025, due to fire. The City Inspector cited repair needed: roofing material, flashing, trim and fascia, roof rafters and sheathing.
A hearing notice was published in *The Fayetteville Observer* on August 24, 2025. The hearing was held on September 5, 2025, and the property owner was not present. Following the hearing, an order was issued on September 8, 2025, directing the owner to either repair or demolish the structure within 60 days. The notice included information on programs available through the City's Economic & Community Development Department to help cover repair or demolition expenses.
As of today, there is no record of enrollment in the Blight Removal Program, and the property has not been brought out of its condemned status.
There have been seven emergency calls related to the property in the past 24 months. The property had two code violations, no City assessments, and $2,518.79 in taxes due.
It holds a demolition score of 65 points on the matrix.

Issues/Analysis:

These substandard properties contribute significantly to neighborhood blight and public nuisance, directly undermining the City's Strategic Operating Plan-specifically Goal 1, which prioritizes community safety and neighborhood quality.

Budget Impact:

The demolition costs for these structures will be established through a competitive bidding process conducted after the adoption of the demolition ordinance. Please note that additional, yet-to-be-determined expenses for asbestos testing and abatement may also be required.

Options:

Adopt the ordinance and demolish the structures.
Abstain from any action and allow the structures to remain.
Defer any actions for a later date.

Recommended Action:

Staff strongly recommends that Council adopt the ordinances authorizing demolition of these structures. We will continue to engage with the property owners up to the scheduled demolition date, offering opportunities for voluntary compliance, self-demolition, or grant-supported abatement through the Community Development Department.
Should a property come into compliance voluntarily, staff will present a demolition rescission ordinance to Council to formally remove the order from the property deed.
Prompt approval of the demolition ordinances is essential, as it enhances our leverage with property owners and is the only available mechanism to stay or suspend demolition proceedings once an order has been adopted.

Attachments:

206 Campbell Ave PowerPoint Presentation, Aerial Maps, Violation Photos, Proposed Ordinances, Scoring Matrix and PowerPoint Presentation

206 CAMPBELL AVE Demolition

December 17, 2025

FAYETTEVILLE N

206 CAMPBELL AVE
Council District 2

Before: Dec 11, 2025

206 CAMPBELL AVE
Council District 2

Before: Dec 11, 2025

206 CAMPBELL AVE
Council District 2

Before: Dec 11, 2025

206 CAMPBELL AVE
Council District 2

Before: Dec 11, 2025

206 CAMPBELL AVE
Council District 2

During: Dec 11, 2025

206 CAMPBELL AVE
Council District 2

During: Dec 11, 2025

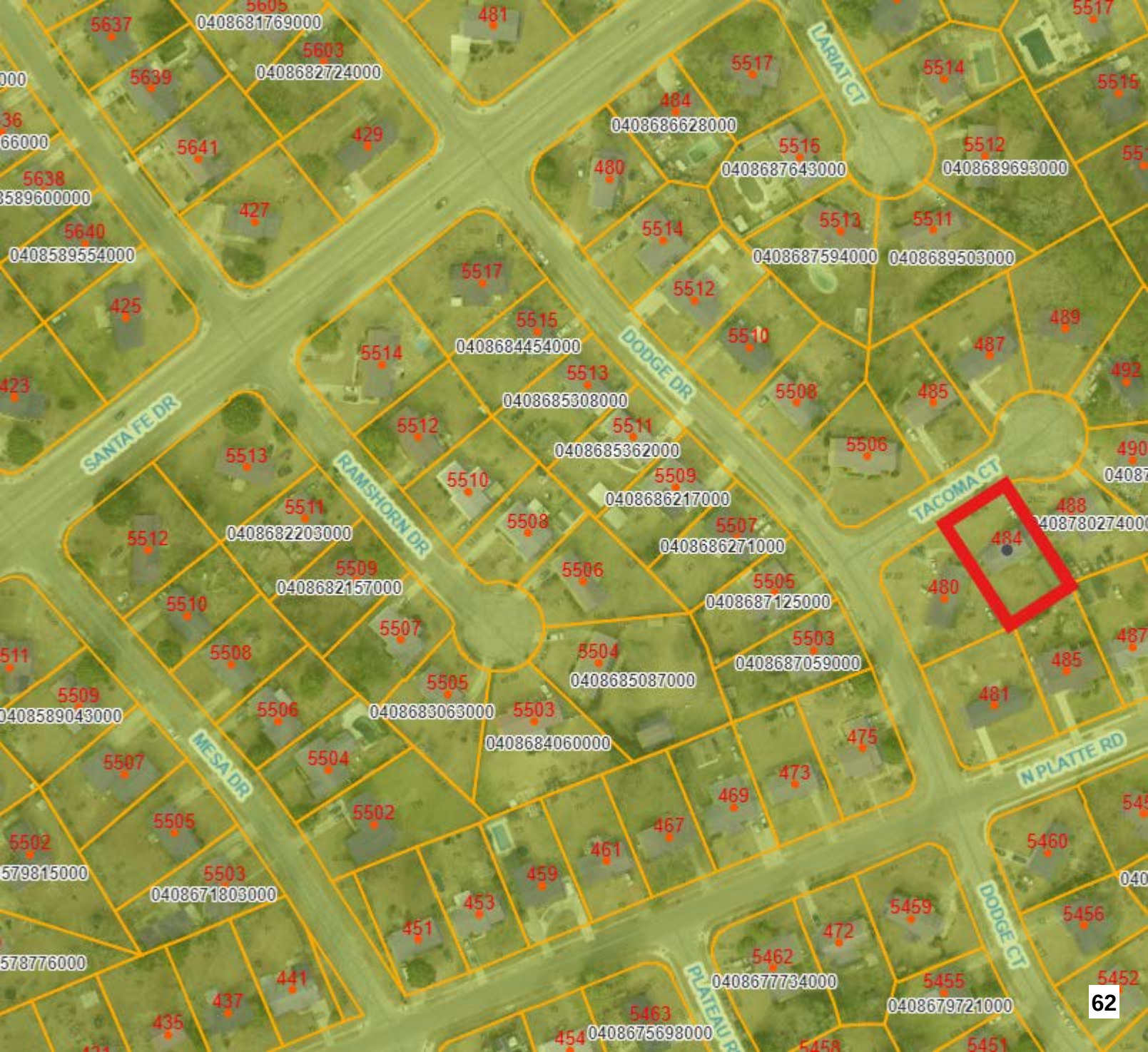
206 CAMPBELL AVE
Council District 2

After: Dec 17, 2025

FAYETTEVILLE NC

AMERICA'S CAN DO CITY

FayettevilleNC.gov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484 Tacoma Court

(Any building or dwelling whose roof or ceiling, or parts thereof, have collapsed or begun to collapse; Roof covering shall not be loose, nor have holes or leaks.)

484 Tacoma Court

(All exterior surfaces, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.)

484 Tacoma Court

(All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition; Supports shall not be rotting, sagging or deteriorating)

AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA

Requiring the City Building Inspector
to correct conditions with respect to,
or to demolish and remove a structure
pursuant to the
Dwellings and Buildings Minimum Standards
Code of the City of Fayetteville, NC

The City Council of Fayetteville, North Carolina, does ordain:

The City Council finds the following facts:

(1) With respect to Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC, concerning certain real property described as follows:

484 Tacoma Court
PIN 0408-68-9291-

LEGAL: BEING all of Lot 145 in a Subdivision known as PONDEROSA, SECTION EIGHT, PART ONE according to a plat of the same duly recorded in Plat Book 32, Page 46 Cumberland County, North Carolina, Registry.

The owner(s) of and parties in interest in said property are:

Miriam Greene McClosky
1236 Kamaile St., Apt. F
Honolulu, HI 96814

Phillip Green
484 Tacoma Court
Fayetteville, NC 28301

(2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before November 9, 2025.

(3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

(4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.

(5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

The Code Enforcement Official is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Hearing Official as set forth fully above, except as modified in the following particulars:

This property is to be demolished, and all debris removed from the premises, and the cost of said removal shall be a lien against the real property as described herein.

SECTION 2

The lien as ordered herein and permitted by the North Carolina General Statutes § 160D-1203(7), shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

This ordinance shall be in full force and effect from and after its adoption.

Adopted this 26th day of January 2026.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer L. Ayre, City Clerk

484 Tacoma Court

City Council Initiated Demolition Score Matrix

TIER	FACTOR	SUBFACTOR	AVAILABLE POINTS	MAXIMUM POINTS UP TO	MULTIPLYING FACTOR	ASSIGNED POINTS	TOTAL
1	Structural Damage	Burned Out or Major Fire Damage and Uninhabitable **Or**	150	150	30%	100	30
		Minor Fire Damage but Habitable	75				
		Obvious Visual Structural Damage **Or**	100				
		No Obvious Visual Structural Damage	50				
2	Time on Demolition List	Over one year (365 days and over)	80	80	30%	50	15
		Under one year (up to 364 days)	50				
3	Ordinance	Demolition Ordinance Signed by City Council	20	20	30%	0	0
4	Financial Cost	Cost of Demolition is Over 10% of the Annual Demolition Budget	40	80	20%	80	16
		Cost of Demolition is Under 10% of the Annual Demolition Budget	80				
5	Crime	Frequent Police Calls **Or**	20	20	15%	0	0
		Code Enforcement Compliants - over 5	10				
6	Location	Located Within the 100 year Floodplain or Other Environmental Sensitive Area	60	60	10%	40	4
		School/Park/Public Facility located Within 1/2 mile	40				
		Within a Neighborhood Revitalization Area	40				
TOTAL POINTS							65

Definitions

The spreadsheet shows the maximum points allowed for each factor. If there are multiple subfactors, then only **one** subfactor can be scored. The scorer is allowed to give less than the maximum points for any factor, if necessary.

1	Structural Damage - In this section, the scorer uses the fire department structural evaluation to score the property. If the property is gutted by fire and uninhabitable, then the maximum points can be assigned. A minor fire, but habitable structure receives less points and should be used when the owners of the propertyhave not made sustantial improvements to the property.
	Visual Structural Damage - Obvious structrual damage refers to the missing element from a sturcture such as a collapsed roof system, missing support beams, damaged foundations, or damaged/missing exterior wall elements. Points can also be awarded in this section for exterior fire damage. No obvious visual structural damage refers to damage to a structure that is interior to the structure or within the walls.

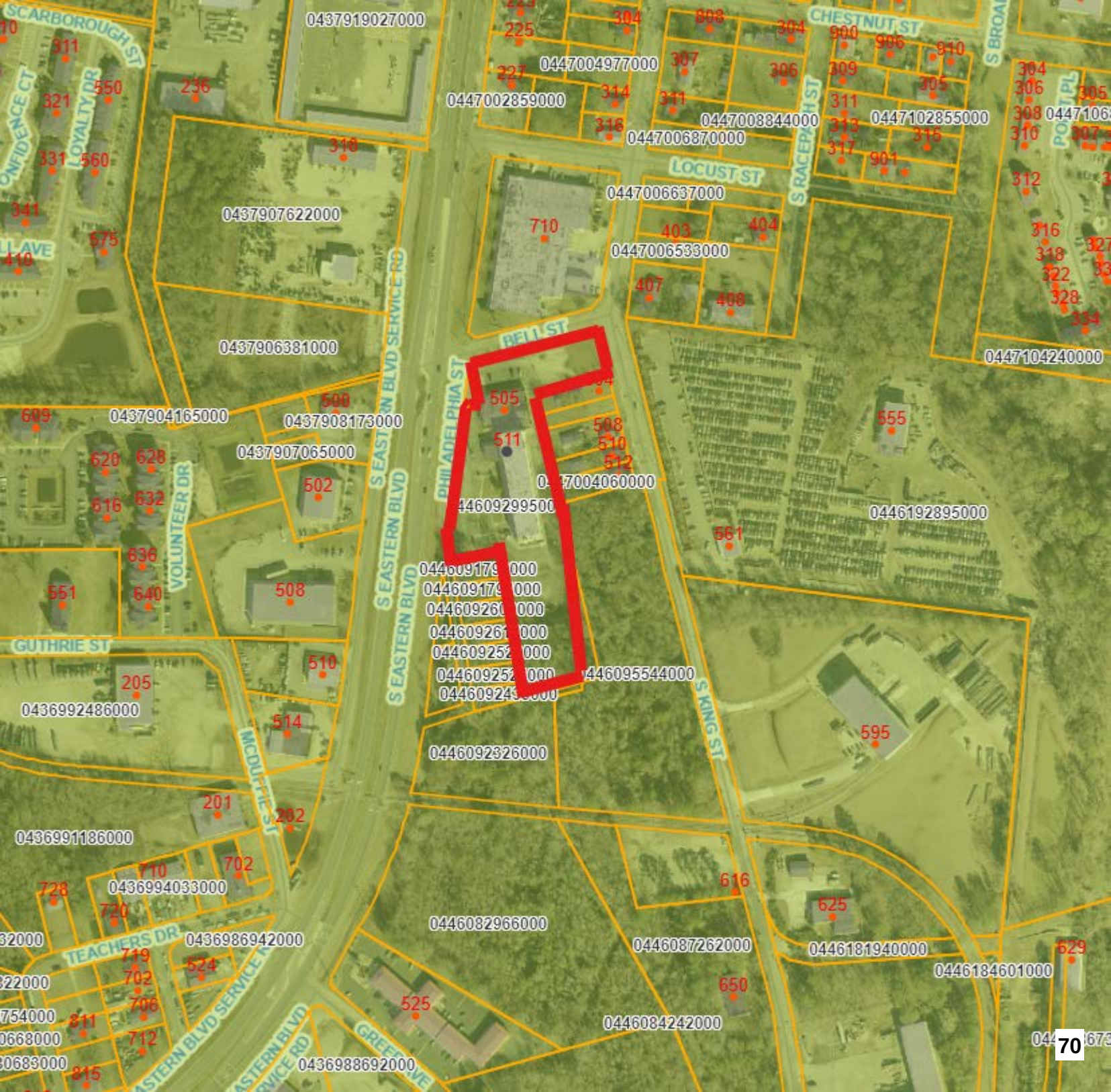
2	Time on the Demolition List signifies how many days the property has been identified as a nuisance/blighted property. The 365 days time fram starts the day that the hearing order is signed.

3	Demolition Ordinance - This spreadsheet will be used on projects with demolition ordianances and future demolitions. This factor will be removed and the points reallocated once all prior demolitions have been completed.

4	Financial Cost allows the department to manage its resources. Higher points are awarded to projects that utilize under 10% of the departments current annual demolition budget. Projects that require over 10 % of the budget, receive less points due to the fact that those projects diminish the departments ability to mitigate additional projects.

5	Crime - The frequency of police calls shall get full points if the number of calls is over five in a three month time period. The subject property can receive full Code Enforcement points if the project receives over five Code Enforcement complaints in a 24 month period.

6	Location -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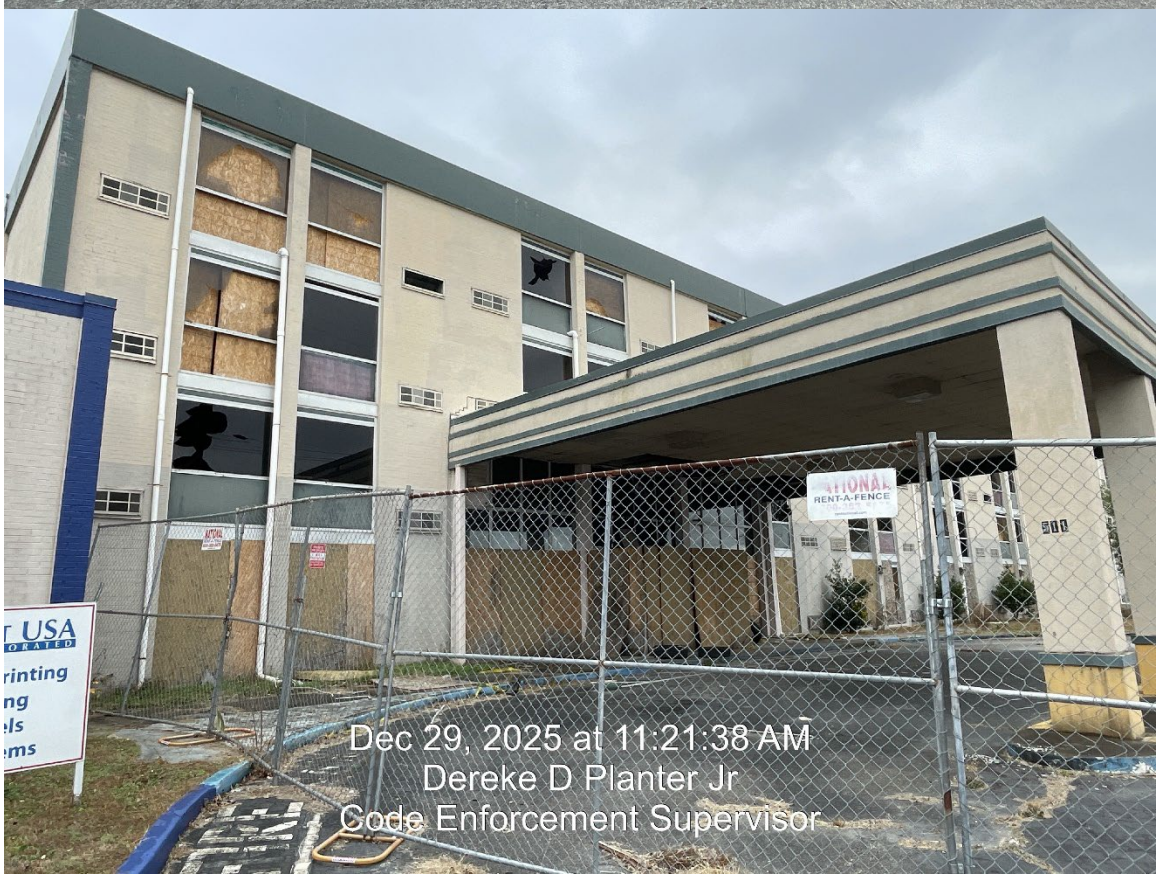
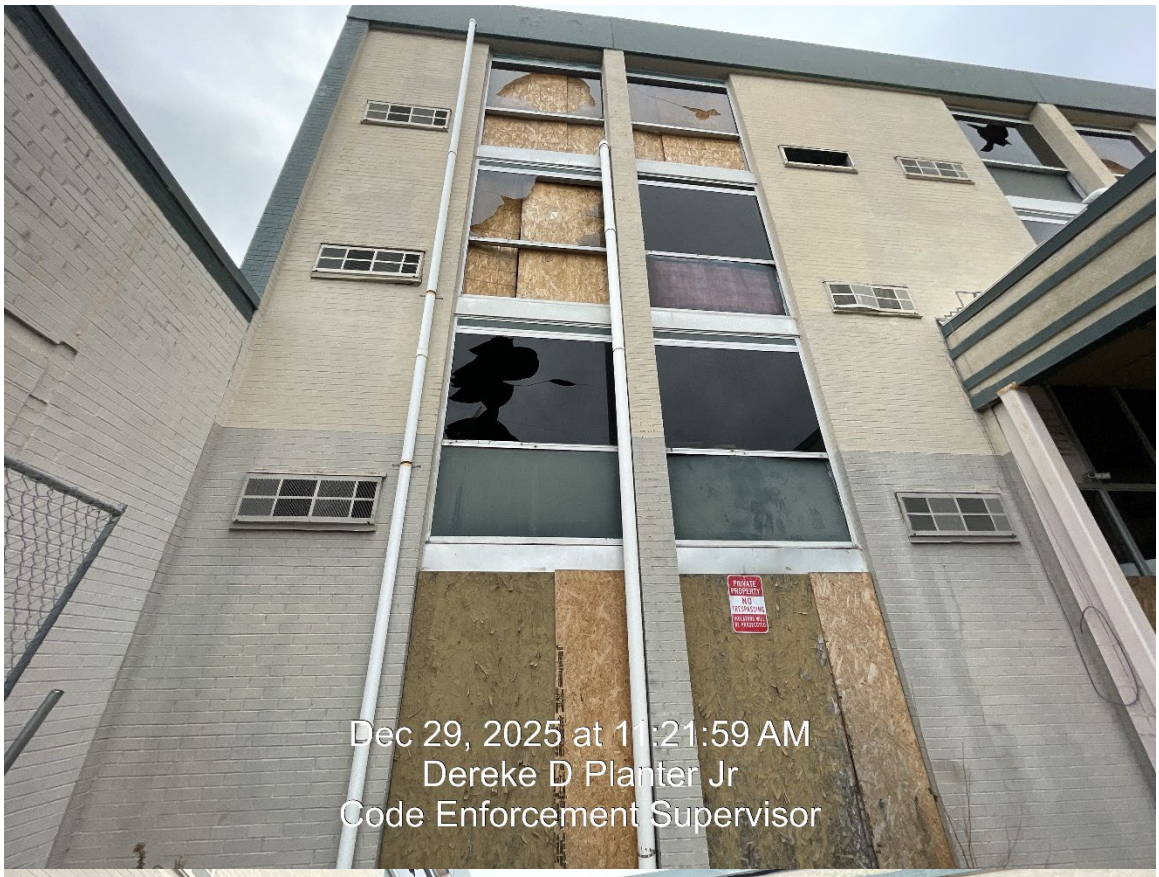
511 S Eastern Boulevard



(All exterior finish shall be weathertight without excessive holes, cracks or rotted boards which permit air or water to penetrate rooms. All exterior surfaces, shall be maintained in good condition.)

511 S Eastern Boulevard

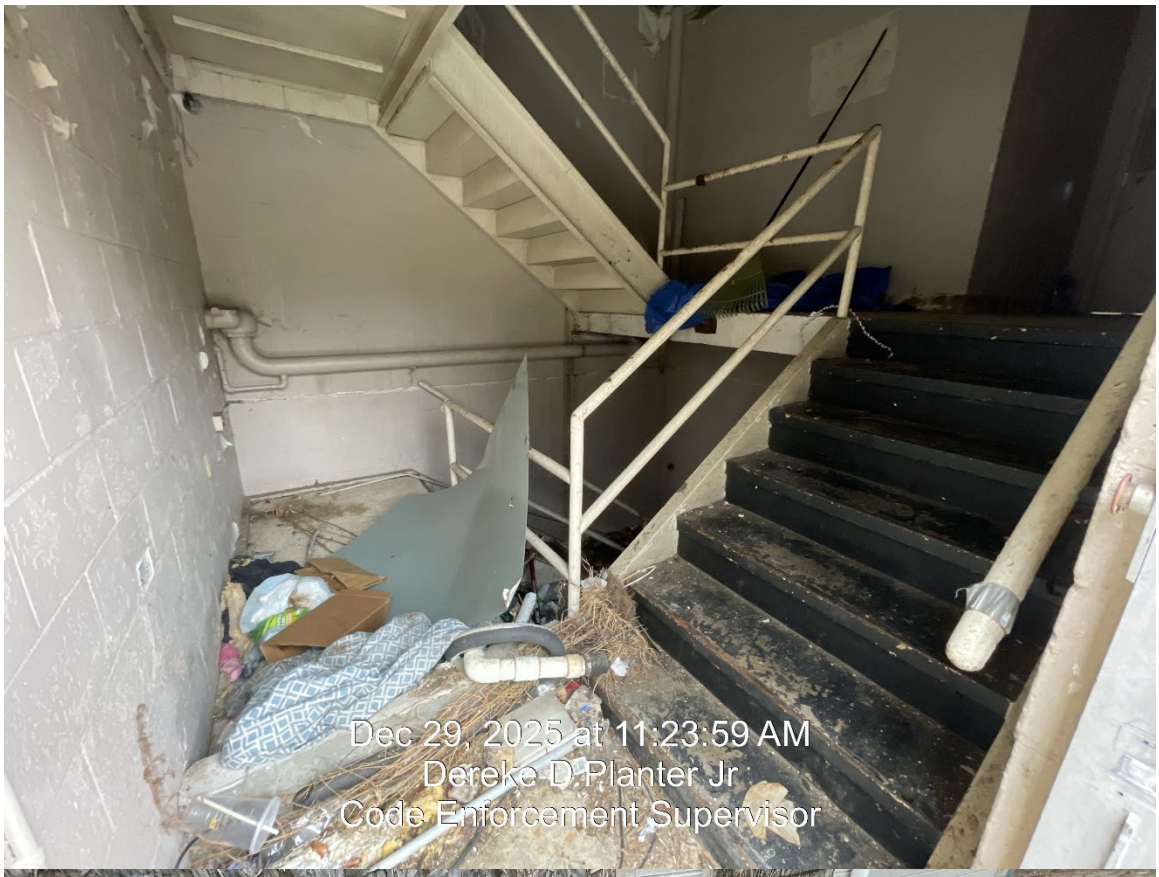


(Interior finish shall be free of holes and excessive cracks which permit air to penetrate rooms)

511 S Eastern Boulevard

(All exterior finish shall be weathertight without excessive holes, cracks or rotted boards which permit air or water to penetrate rooms; Windows shall be reasonably weathertight with no broken glass.)

511 S Eastern Boulevard



(Yards and courts shall be kept clean and free of physical hazards, rubbish, trash and garbage; Any building or dwelling with broken windows in close proximity or adjacent to public sidewalks or streets making unauthorized entry readily accessible to pedestrians.)

511 S Eastern Boulevard

(Any building or dwelling upon which there is a violation of the state building code that constitutes a life threatening situation.)

AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA

Requiring the City Building Inspector
to correct conditions with respect to,
or to demolish and remove a structure
pursuant to the
Dwellings and Buildings Minimum Standards
Code of the City of Fayetteville, NC

The City Council of Fayetteville, North Carolina, does ordain:

The City Council finds the following facts:

(1) With respect to Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC, concerning certain real property described as follows:

511 S. Eastern Boulevard
PIN 0446-09-2995-

LEGAL: BEGINNING at an existing iron stake in the eastern margin of Philadelphia Street (23.8' right-of-way), said existing iron stake being the southeast corner of Lot 11 as shown on a plat recorded in Plat Book 7, Page 93, of the Cumberland County Registry, NC, said existing iron stake also being the point of beginning of that 3.94 acre tract of land described and recorded in Deed Book 4244, Page 864, of the aforesaid Cumberland County Registry, NC and running thence with the aforesaid eastern margin of Philadelphia Street, North 04 degrees 48 minutes 13 seconds West, 103.93 feet to an existing iron stake; Thence continuing with the aforesaid eastern margin of Philadelphia Street, North 04 degrees 48 minutes 13 seconds West, 4.34 feet to a point; Thence with the eastern margin of Eastern Boulevard (200' right-of-way) the following courses and distances: North 12 degrees 39 minutes 20 seconds East, 100.06 feet to an existing iron stake; North 11 degrees 30 minutes 43 seconds East, 100.02 feet to an existing iron pipe; North 12 degrees 14 minutes 35 seconds East, 52.52 feet to a point, said point being the southwest corner of a 0.08 acre tract of land described and recorded in Book 2332, Page 29, of the aforesaid Cumberland County Registry, NC; Thence with the southern line of the aforesaid 0.08 acre tract, North 85 degrees 11 minutes 00 seconds East, 45.60 feet to a point, said point being the southeast corner of the aforesaid 0.08 acre tract; Thence with the eastern line of the aforesaid 0.08 acre tract, North 04 degrees 49 minutes 00 seconds West, 108.00 feet to an existing RR Spike in the pavement; Thence with a western line of the aforesaid 3.94 acre tract of Deed Book 4244, Page 864, North 05 degrees 38 minutes 17 seconds West, 6.33 feet to a chiseled "X" in the curb in the southern margin of Bell Street (55' right-of-way); Thence with the aforesaid southern margin of Bell Street, North 79 degrees 33 minutes 13 seconds East, 136.15 feet to a point; Thence continuing with the aforesaid southern margin of Bell Street, North 80

degrees 08 minutes 13 seconds East, 157.09 feet to an existing iron stake; Thence leaving the aforesaid southern margin of Bell Street, South 54 degrees 14 minutes 17 seconds East, 28.03 feet to an existing iron stake in the western margin of South King Street (55' right-of-way), said existing iron stake being South 28 degrees 53 minutes 22 seconds West, 61.99 feet from a new mag-nail in the intersection of Bell Street and South King Street, which is North 08 degrees 18 minutes 48 seconds West, 1245.74 feet from an existing cotton spindle at the intersection of South King Street and the railroad tracks; Thence with the aforesaid western margin of South King Street, South 08 degrees 43 minutes 51 seconds East, 87.84 feet to an existing iron stake; Thence South 80 degrees 04 minutes 14 seconds West, 181.58 feet to an existing iron pipe; Thence South 06 degrees 12 minutes 59 seconds East, 210.83 feet to an existing iron pipe; Thence South 06 degrees 36 minutes 11 seconds East, 55.95 feet to an existing iron pipe; Thence South 06 degrees 15 minutes 20 seconds East, 102.40 feet to an existing iron pipe; Thence South 08 degrees 41 minutes 37 seconds East, 177.62 feet to an existing iron pipe; Thence South 09 degrees 07 minutes 41 seconds East, 147.50 feet to an existing iron pipe, said existing iron pipe being the southeast corner of the aforesaid 3.94 acre tract; Thence with a southern line of the aforesaid 3.94 acre tract, South 79 degrees 25 minutes 50 seconds West, 171.69 feet to an existing axel, said existing axle being South 09 degrees 28 minutes 05 seconds west, 284.55 feet to an existing flat iron stake in a ditch on the south side of the Aberdeen and Rockfish railroad tracks; Thence with a western line of the aforesaid 3.94 acre tract, North 04 degrees 49 minutes West 340.95 feet to an existing iron stake; Thence with a southern line of the aforesaid 3.94 acre tract, South 85 degrees 17 minutes 23 seconds West, 119.51 feet to the point and place of beginning, containing 171,702 square feet or 3.94 acres more or less and being a description of the aforesaid acre tract of Deed Book 4244, Page 864. The above description was prepared by Mark R. Seffels, P.L.S. No. L3533 of Gooden & Associates, Inc. of Hope Mills, N.C.

Less and except all that parcel deeded out and described in Deed Book 769, Page 429, of the Cumberland County Registry..

The owner(s) of and parties in interest in said property are:

Samrat Properties, LLC
600 Columbus Avenue, #514
Plano, TX 75024

AMG NC, LP
511 Eastern Boulevard
Fayetteville, NC 28301

(2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before December 6, 2025.

(3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

(4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.

(5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

The Code Enforcement Official is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Hearing Official as set forth fully above, except as modified in the following particulars:

This property is to be demolished, and all debris removed from the premises, and the cost of said removal shall be a lien against the real property as described herein.

SECTION 2

The lien as ordered herein and permitted by the North Carolina General Statutes § 160D-1203(7), shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

This ordinance shall be in full force and effect from and after its adoption.

Adopted this 26th day of January 2026.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer L. Ayre, City Clerk

511 S Eastern Blvd

City Council Initiated Demolition Score Matrix

TIER	FACTOR	SUBFACTOR	AVAILABLE POINTS	MAXIMUM POINTS UP TO	MULTIPLYING FACTOR	ASSIGNED POINTS	TOTAL
1	Structural Damage	Burned Out or Major Fire Damage and Uninhabitable **Or**	150	150	30%	150	45
		Minor Fire Damage but Habitable	75				
		Obvious Visual Structural Damage **Or**	100				
		No Obvious Visual Structural Damage	50				
2	Time on Demolition List	Over one year (365 days and over)	80	80	30%	50	15
		Under one year (up to 364 days)	50				
3	Ordinance	Demolition Ordinance Signed by City Council	20	20	30%	0	0
4	Financial Cost	Cost of Demolition is Over 10% of the Annual Demolition Budget	40	80	20%	40	8
		Cost of Demolition is Under 10% of the Annual Demolition Budget	80				
5	Crime	Frequent Police Calls **Or**	20	20	15%	20	3
		Code Enforcement Compliants - over 5	10				
6	Location	Located Within the 100 year Floodplain or Other Environmental Sensitive Area	60	60	10%	60	6
		School/Park/Public Facility located Within 1/2 mile	40				
		Within a Neighborhood Revitalization Area	40				
TOTAL POINTS							77

Definitions

The spreadsheet shows the maximum points allowed for each factor. If there are multiple subfactors, then only **one** subfactor can be scored. The scorer is allowed to give less than the maximum points for any factor, if necessary.

1	Structural Damage - In this section, the scorer uses the fire department structural evaluation to score the property. If the property is gutted by fire and uninhabitable, then the maximum points can be assigned. A minor fire, but habitable structure receives less points and should be used when the owners of the propertyhave not made sustantial improvements to the property.
	Visual Structural Damage - Obvious structrual damage refers to the missing element from a sturcture such as a collapsed roof system, missing support beams, damaged foundations, or damaged/missing exterior wall elements. Points can also be awarded in this section for exterior fire damage. No obvious visual structural damage refers to damage to a structure that is interior to the structure or within the walls.

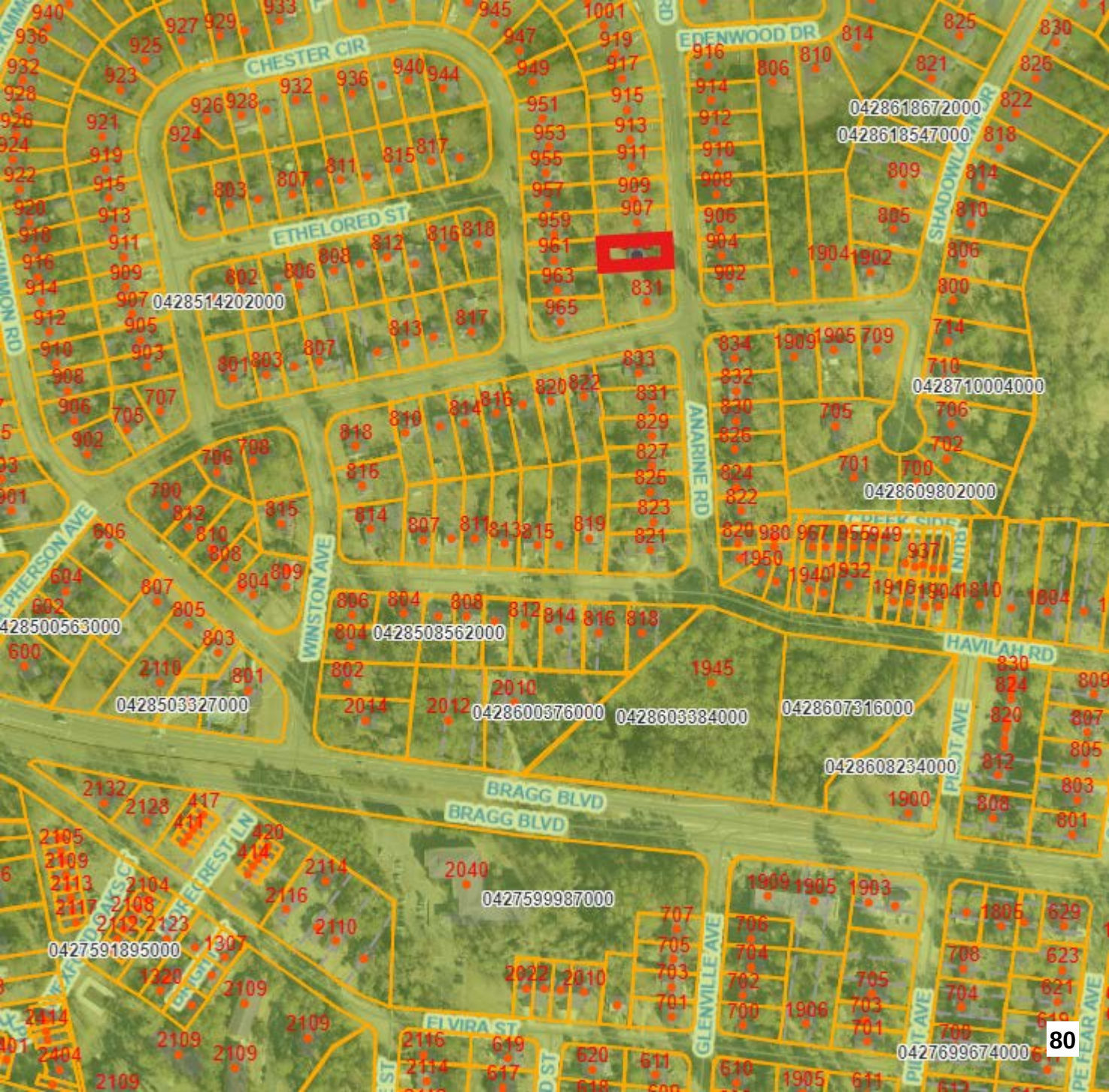
2	Time on the Demolition List signifies how many days the property has been identified as a nuisance/blighted property. The 365 days time fram starts the day that the hearing order is signed.

3	Demolition Ordinance - This spreadsheet will be used on projects with demolition ordianances and future demolitions. This factor will be removed and the points reallocated once all prior demolitions have been completed.

4	Financial Cost allows the department to manage its resources. Higher points are awarded to projects that utilize under 10% of the departments current annual demolition budget. Projects that require over 10 % of the budget, receive less points due to the fact that those projects diminish the departments ability to mitigate additional projects.

5	Crime - The frequency of police calls shall get full points if the number of calls is over five in a three month time period. The subject property can receive full Code Enforcement points if the project receives over five Code Enforcement complaints in a 24 month period.

6	Location -


CHESTER CIR
ETHELORED ST
EDENWOOD DR
SHADOWLAWN DR
ANARINE RD
WINSTON AVE
PHERSON AVE
HAVILAH RD
BRAGG BLVD
BRAGG BLVD
FOREST LN
ELVIRA ST
GLENVILLE AVE
PIOT AVE
0428618672000
0428618547000
0428514202000
0428710004000
0428609802000
0428500563000
0428508562000
0428503327000
0428600376000
0428603384000
0428607316000
0428608234000
0427599987000
0427591895000
0427699674000

905 Anarine Road

(All exterior finish shall be weathertight without excessive holes, cracks or rotted boards which permit air or water to penetrate rooms. Roof covering shall not be loose, nor have holes or leaks.)

905 Anarine Road

(All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition; Adequate posts and railings, not rotted, broken;)

905 Anarine Road

(All exterior finish shall be weathertight without excessive holes, cracks or rotted boards which permit air or water to penetrate rooms; roofing material, flashing and trim/fascia and walls. Windows shall be reasonably weathertight with no broken glass.)

905 Anarine Road

(Roofing material, flashing and trim/fascia and walls. Windows shall be reasonably weathertight with no broken glass.)

AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA

Requiring the City Building Inspector
to correct conditions with respect to,
or to demolish and remove a structure
pursuant to the
Dwellings and Buildings Minimum Standards
Code of the City of Fayetteville, NC

The City Council of Fayetteville, North Carolina, does ordain:

The City Council finds the following facts:

(1) With respect to Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC, concerning certain real property described as follows:

905 Anarine Road
PIN 0428-61-2382-

LEGAL: BEING the easternmost 149 feet of Lot No. 35, In Block D, of that certain map of the subdivision known as Cumberland Heights, which map is recorded in Plat Book 11, Page 55, Cumberland County Registry, said portion of Lot No. 35 being more particularly described as follows:

BEGINNING at an iron stake in the western line of Anarine Road, which said iron stake is located North 01 degree 24 minutes West 80 feet from the northern terminus of a 30-foot radius situated at the intersection of the western line of Anarine Road and the northern line of McPherson Avenue and runs thence South 88 degrees 36 minutes West 149 feet to an iron stake; thence North 1 degree 24 minutes West 60 feet to an iron stake; thence North 88 degrees 36 minutes East 149 feet to an iron stake in the aforesaid western line of Anarine Road; thence with said western line of Anarine Road South 1 degree 24 minutes East 60 feet to the BEGINNING.

The owner(s) of and parties in interest in said property are:

Timothy Walker
5330 Rodwell Road Apt A
Fayetteville, NC 28311-1340

(2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before September 7, 2025.

(3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

(4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.

(5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

The Code Enforcement Official is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Hearing Official as set forth fully above, except as modified in the following particulars:

This property is to be demolished, and all debris removed from the premises, and the cost of said removal shall be a lien against the real property as described herein.

SECTION 2

The lien as ordered herein and permitted by the North Carolina General Statutes § 160D-1203(7), shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

This ordinance shall be in full force and effect from and after its adoption.

Adopted this 26th day of January 2026.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer L. Ayre, City Clerk

905 Anarine Road

City Council Initiated Demolition Score Matrix

TIER	FACTOR	SUBFACTOR	AVAILABLE POINTS	MAXIMUM POINTS UP TO	MULTIPLYING FACTOR	ASSIGNED POINTS	TOTAL
1	Structural Damage	Burned Out or Major Fire Damage and Uninhabitable **Or**	150	150	30%	100	30
		Minor Fire Damage but Habitable	75				
		Obvious Visual Structural Damage **Or**	100				
		No Obvious Visual Structural Damage	50				
2	Time on Demolition List	Over one year (365 days and over)	80	80	30%	50	15
		Under one year (up to 364 days)	50				
3	Ordinance	Demolition Ordinance Signed by City Council	20	20	30%	0	0
4	Financial Cost	Cost of Demolition is Over 10% of the Annual Demolition Budget	40	80	20%	80	16
		Cost of Demolition is Under 10% of the Annual Demolition Budget	80				
5	Crime	Frequent Police Calls **Or**	20	20	15%	10	1.5
		Code Enforcement Compliants - over 5	10				
6	Location	Located Within the 100 year Floodplain or Other Environmental Sensitive Area	60	60	10%	40	4
		School/Park/Public Facility located Within 1/2 mile	40				
		Within a Neighborhood Revitalization Area	40				
TOTAL POINTS							66.5

Definitions

The spreadsheet shows the maximum points allowed for each factor. If there are multiple subfactors, then only **one** subfactor can be scored. The scorer is allowed to give less than the maximum points for any factor, if necessary.

1	Structural Damage - In this section, the scorer uses the fire department structural evaluation to score the property. If the property is gutted by fire and uninhabitable, then the maximum points can be assigned. A minor fire, but habitable structure receives less points and should be used when the owners of the propertyhave not made sustantial improvements to the property.
	Visual Structural Damage - Obvious structrual damage refers to the missing element from a sturcture such as a collapsed roof system, missing support beams, damaged foundations, or damaged/missing exterior wall elements. Points can also be awarded in this section for exterior fire damage. No obvious visual structural damage refers to damage to a structure that is interior to the structure or within the walls.

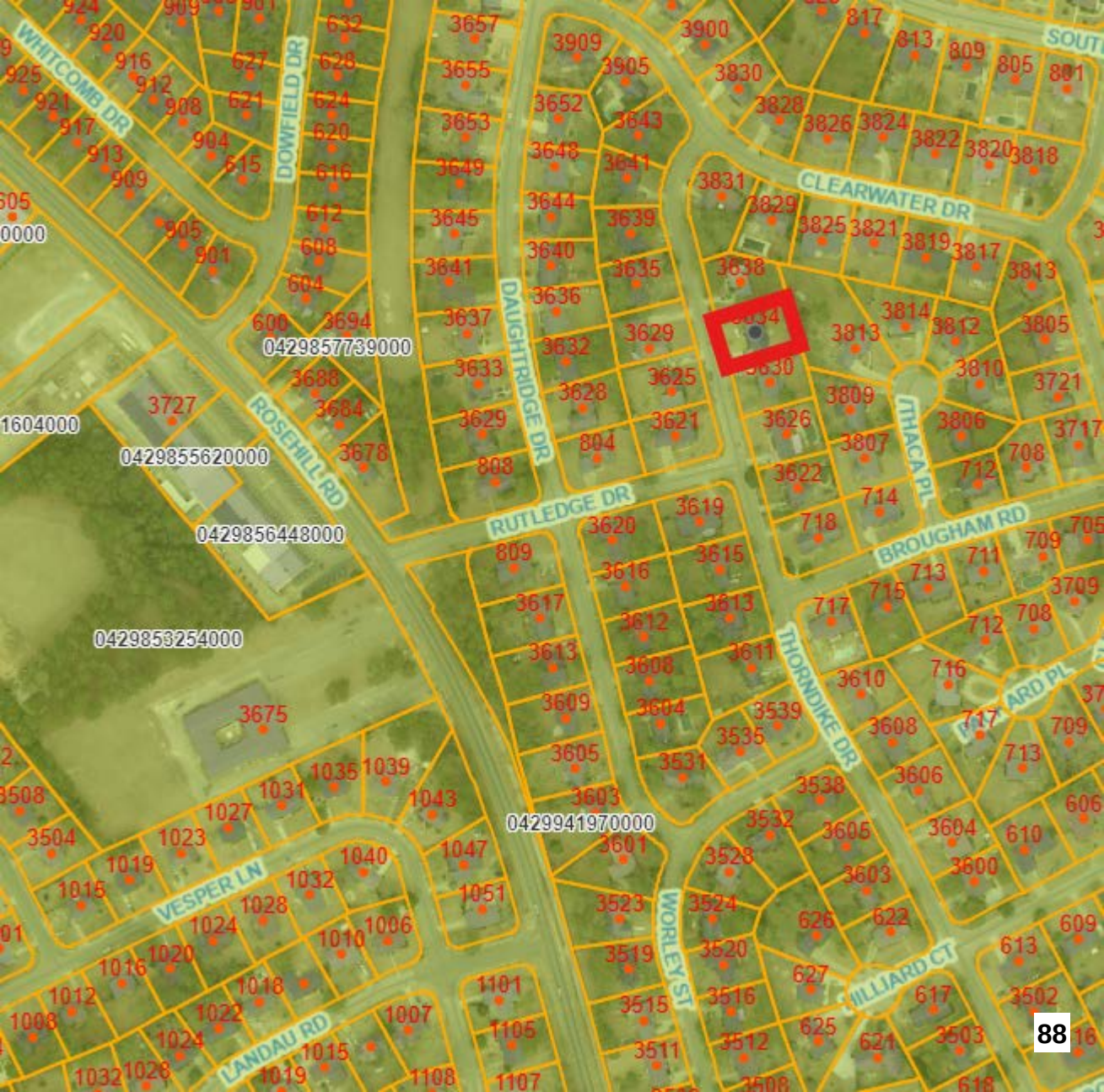
2	Time on the Demolition List signifies how many days the property has been identified as a nuisance/blighted property. The 365 days time fram starts the day that the hearing order is signed.

3	Demolition Ordinance - This spreadsheet will be used on projects with demolition ordianances and future demolitions. This factor will be removed and the points reallocated once all prior demolitions have been completed.

4	Financial Cost allows the department to manage its resources. Higher points are awarded to projects that utilize under 10% of the departments current annual demolition budget. Projects that require over 10 % of the budget, receive less points due to the fact that those projects diminish the departments ability to mitigate additional projects.

5	Crime - The frequency of police calls shall get full points if the number of calls is over five in a three month time period. The subject property can receive full Code Enforcement points if the project receives over five Code Enforcement complaints in a 24 month period.

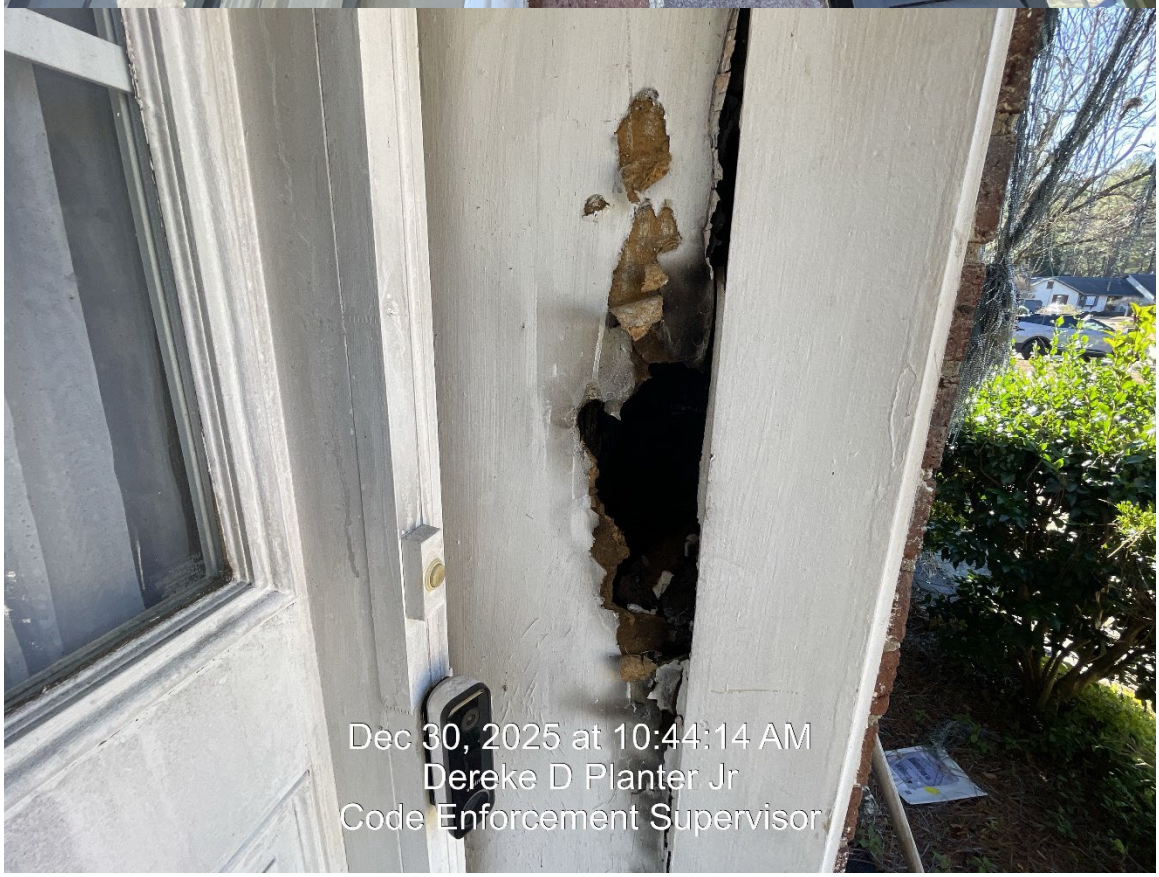
6	Location -


WHITCOMB DR
DOWFIELD DR
DAUGHTRIDGE DR
ROSEHILL RD
RUTLEDGE DR
CLEARWATER DR
ITHACA PL
BROUGHAM RD
THORNDIKE DR
WORLEY ST
VESPER LN
LANDAU RD
0429857739000
0429855620000
0429856448000
0429853254000
0429941970000

3634 Thorndike Drive

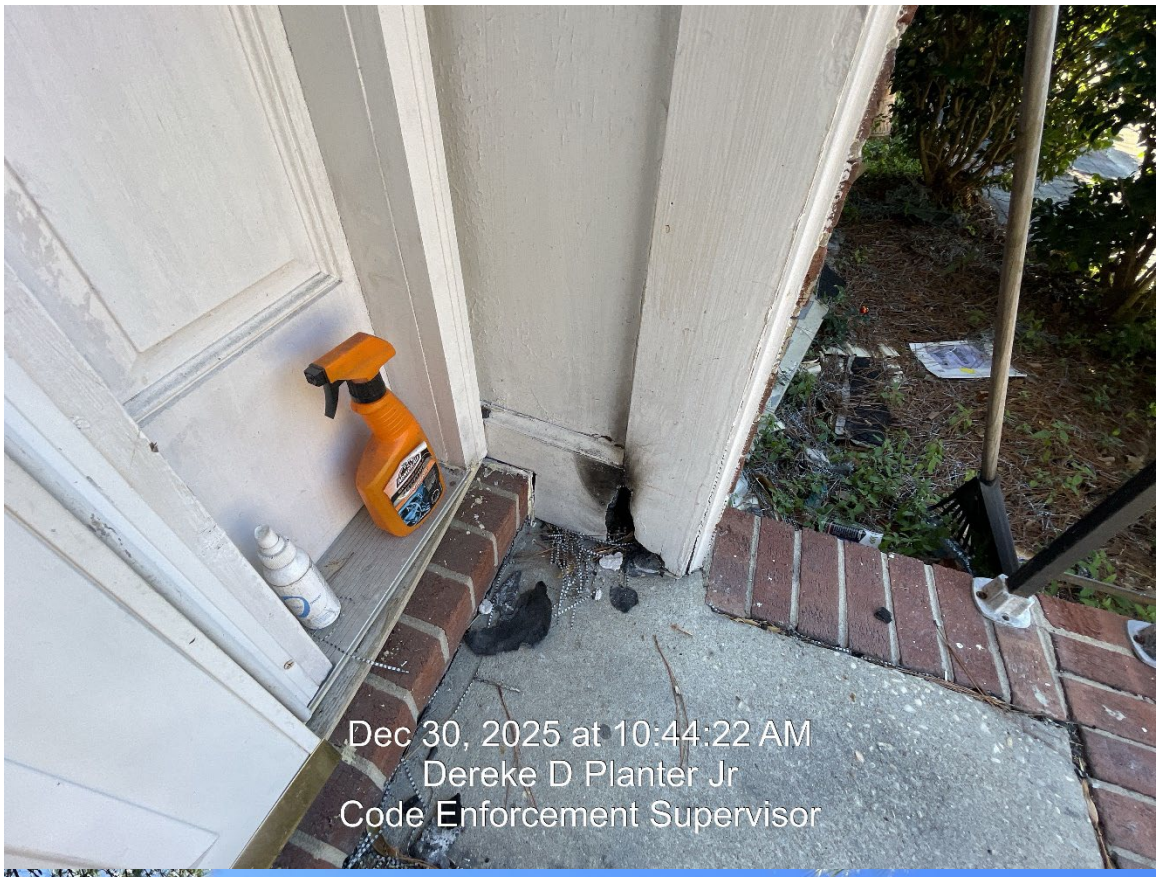
(All exterior finish shall be weathertight without excessive holes, cracks or rotted boards which permit air or water to penetrate rooms. Roof covering shall not be loose, nor have holes or leaks.)

3634 Thorndike Drive



(All exterior finish shall be weathertight without excessive holes, cracks or rotted boards which permit air or water to penetrate rooms.)

3634 Thorndike Drive



(All exterior finish shall be weathertight without excessive holes, cracks or rotted boards which permit air or water to penetrate rooms; roofing material, flashing and trim/fascia and walls.)

3634 Thorndike Drive

(No rafters shall be rotted, broken, sagging excessively or having improperly supported ends; Internal roof support system casulty of fire)

AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA

Requiring the City Building Inspector
to correct conditions with respect to,
or to demolish and remove a structure
pursuant to the
Dwellings and Buildings Minimum Standards
Code of the City of Fayetteville, NC

The City Council of Fayetteville, North Carolina, does ordain:

The City Council finds the following facts:

(1) With respect to Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC, concerning certain real property described as follows:

3634 Thorndike Drive
PIN 0429-95-5812-

LEGAL: BEING all of Lot 65 in a Subdivision known as HILLENDALE,
SECTION 3, according to a plat of the same duly recorded in Plat Book 46, Page 22,
Cumberland County, North Carolina, Registry.

The owner(s) of and parties in interest in said property are:

Kathy R. Jenkins
103 Robinhood Drive
Jacksonville, NC 28546

Trent A. Jenkins, Life Estate
103 Robinhood Drive
Jacksonville, NC 28546

(2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before November 7, 2025.

(3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

(4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.

(5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

The Code Enforcement Official is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Hearing Official as set forth fully above, except as modified in the following particulars:

This property is to be demolished, and all debris removed from the premises, and the cost of said removal shall be a lien against the real property as described herein.

SECTION 2

The lien as ordered herein and permitted by the North Carolina General Statutes § 160D-1203(7), shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

This ordinance shall be in full force and effect from and after its adoption.

Adopted this 26th day of January 2026.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer L. Ayre, City Clerk

3634 Thorndike Drive

City Council Initiated Demolition Score Matrix

TIER	FACTOR	SUBFACTOR	AVAILABLE POINTS	MAXIMUM POINTS UP TO	MULTIPLYING FACTOR	ASSIGNED POINTS	TOTAL
1	Structural Damage	Burned Out or Major Fire Damage and Uninhabitable **Or**	150	150	30%	100	30
		Minor Fire Damage but Habitable	75				
		Obvious Visual Structural Damage **Or**	100				
		No Obvious Visual Structural Damage	50				
2	Time on Demolition List	Over one year (365 days and over)	80	80	30%	50	15
		Under one year (up to 364 days)	50				
3	Ordinance	Demolition Ordinance Signed by City Council	20	20	30%	0	0
4	Financial Cost	Cost of Demolition is Over 10% of the Annual Demolition Budget	40	80	20%	80	16
		Cost of Demolition is Under 10% of the Annual Demolition Budget	80				
5	Crime	Frequent Police Calls **Or**	20	20	15%	0	0
		Code Enforcement Compliants - over 5	10				
6	Location	Located Within the 100 year Floodplain or Other Environmental Sensitive Area	60	60	10%	40	4
		School/Park/Public Facility located Within 1/2 mile	40				
		Within a Neighborhood Revitalization Area	40				
TOTAL POINTS							65

Definitions

The spreadsheet shows the maximum points allowed for each factor. If there are multiple subfactors, then only **one** subfactor can be scored. The scorer is allowed to give less than the maximum points for any factor, if necessary.

1	Structural Damage - In this section, the scorer uses the fire department structural evaluation to score the property. If the property is gutted by fire and uninhabitable, then the maximum points can be assigned. A minor fire, but habitable structure receives less points and should be used when the owners of the propertyhave not made sustantial improvements to the property.
	Visual Structural Damage - Obvious structrual damage refers to the missing element from a sturcture such as a collapsed roof system, missing support beams, damaged foundations, or damaged/missing exterior wall elements. Points can also be awarded in this section for exterior fire damage. No obvious visual structural damage refers to damage to a structure that is interior to the structure or within the walls.

2	Time on the Demolition List signifies how many days the property has been identified as a nuisance/blighted property. The 365 days time fram starts the day that the hearing order is signed.

3	Demolition Ordinance - This spreadsheet will be used on projects with demolition ordianances and future demolitions. This factor will be removed and the points reallocated once all prior demolitions have been completed.

4	Financial Cost allows the department to manage its resources. Higher points are awarded to projects that utilize under 10% of the departments current annual demolition budget. Projects that require over 10 % of the budget, receive less points due to the fact that those projects diminish the departments ability to mitigate additional projects.

5	Crime - The frequency of police calls shall get full points if the number of calls is over five in a three month time period. The subject property can receive full Code Enforcement points if the project receives over five Code Enforcement complaints in a 24 month period.

6	Location -

Uninhabitable Structures Demolition Recommendation

January 26, 2026

FAYETTEVILLE NC 96

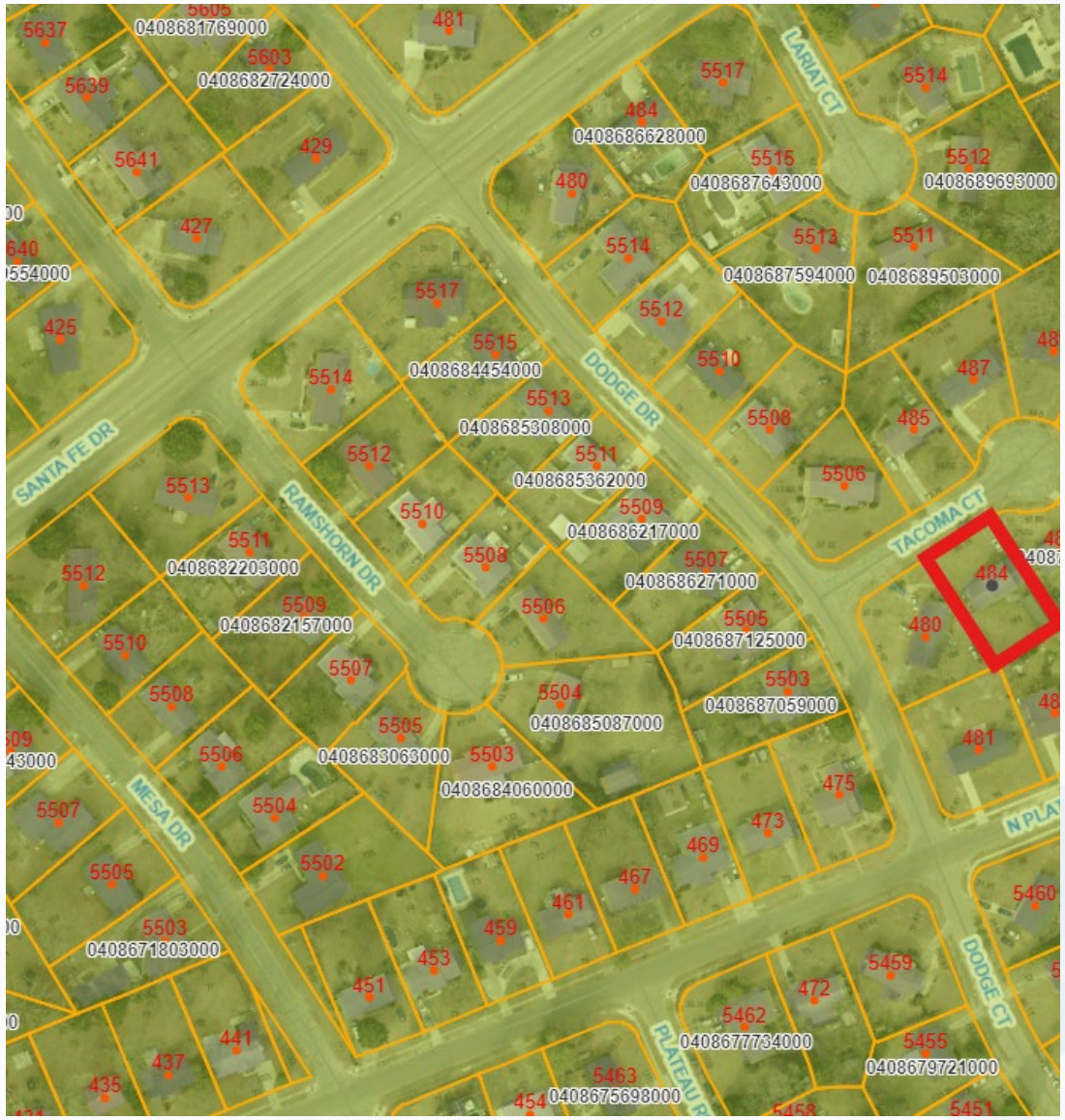
Uninhabitable Structures Demolition Recommendation

- Staff seeks Council approval of demolition ordinances for one commercial structure and three residential structures that have been determined to be dangerous.

484 Tacoma Court – District 4

484 Tacoma Court – District 4

- Dangerous residential building
- Demolition matrix score 65
- No utilities service – July 2014
- 2 calls for 911 Service available – last 24 months
- 2 code violations – last 24 months
- $569.44 in city assessments
- $2,756.86 in taxes due
- Not enrolled in the Blight removal Program
- In Low to moderate income area



484 Tacoma Court – District 4

484 Tacoma Court – District 4

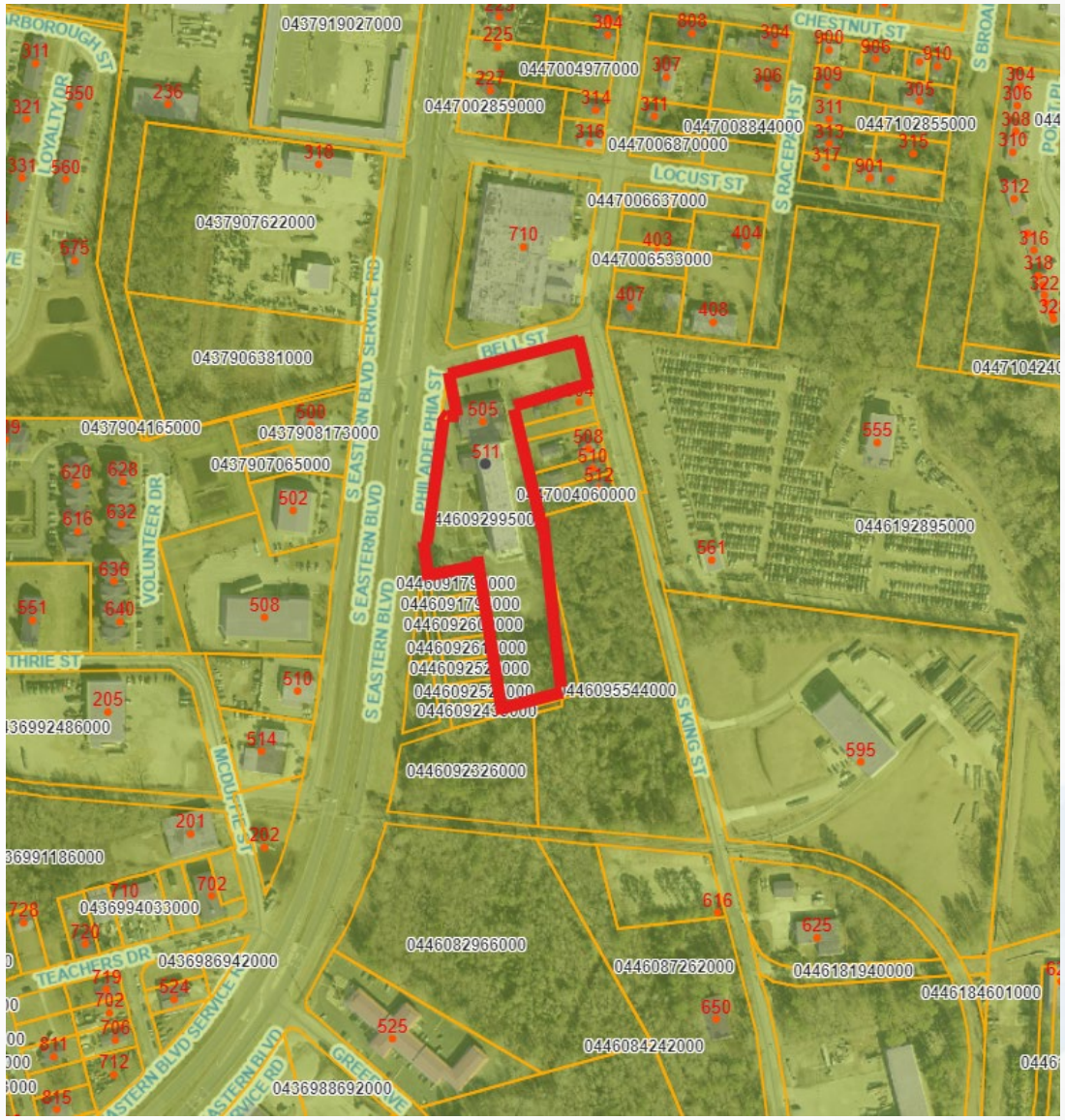
484 Tacoma Court – District 4

484 Tacoma Court – District 4

511 S Eastern Boulevard – District 2

511 S Eastern Boulevard – District 2

- Dangerous commercial building
- Demolition matrix score 77
- No utilities service – March 2023
- 113 calls for 911 Service available – last 24 months
- 12 code violations – last 24 months
- No city assessments
- $13,069.48 in taxes Due
- Not enrolled in the Blight removal Program
- In QCT and Low to moderate income area



511 S Eastern Boulevard – District 2

511 S Eastern Boulevard – District 2

511 S Eastern Boulevard – District 2

511 S Eastern Boulevard – District 2

905 Anarine Road – District 2

905 Anarine Road – District 2

- Dangerous residential building
- Demolition matrix score 66.5
- No utilities service - May 2017
- No calls for 911 Service available – last 24 months
- 4 code violations – last 24 months
- $258.26 in city assessments
- No outstanding taxes
- Not enrolled in the Blight removal Program
- Not in QCT or Low to moderate income area

905 Anarine Road – District 2

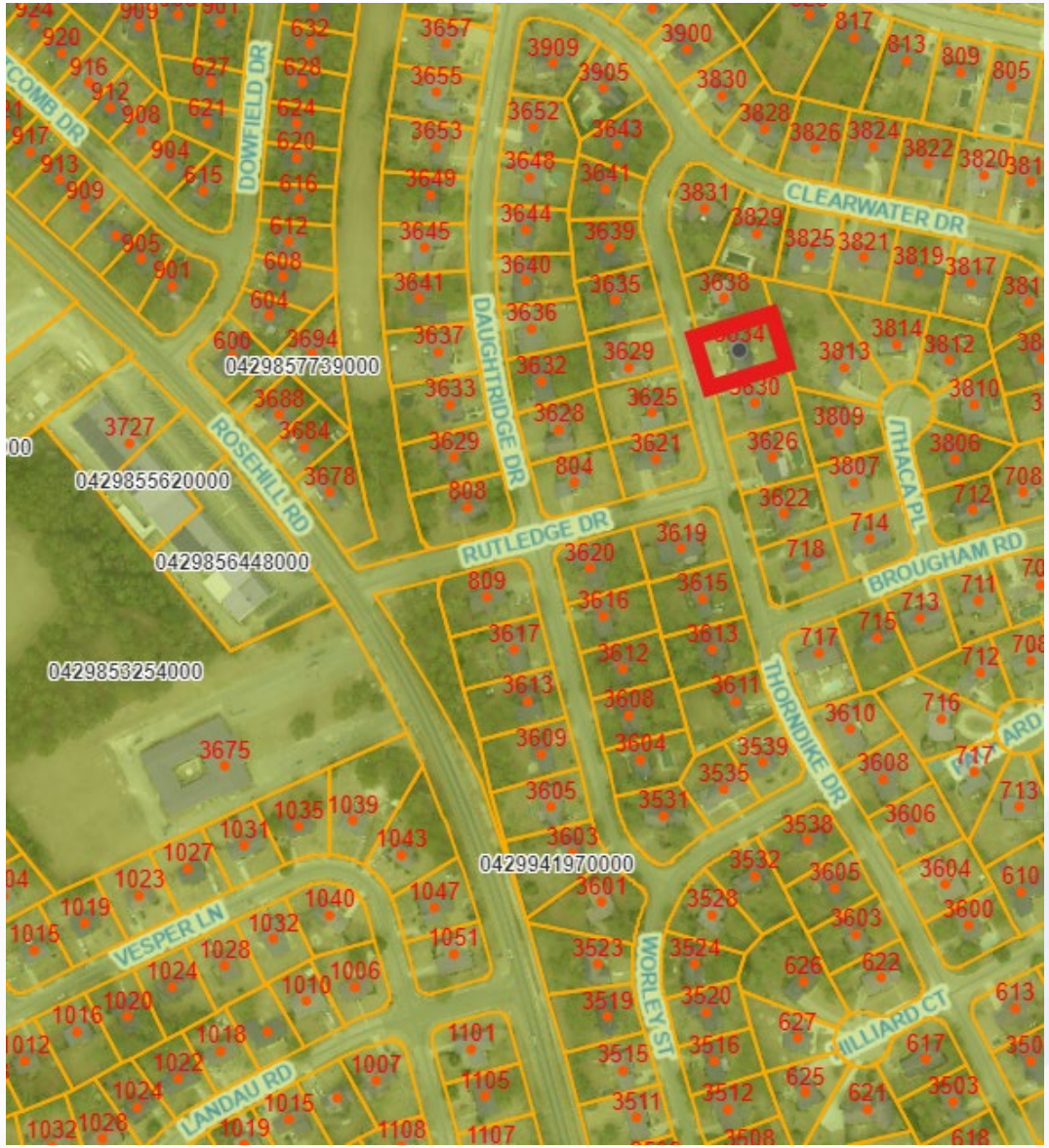
905 Anarine Road – District 2

905 Anarine Road – District 2

3634 Thorndike Drive – District 3

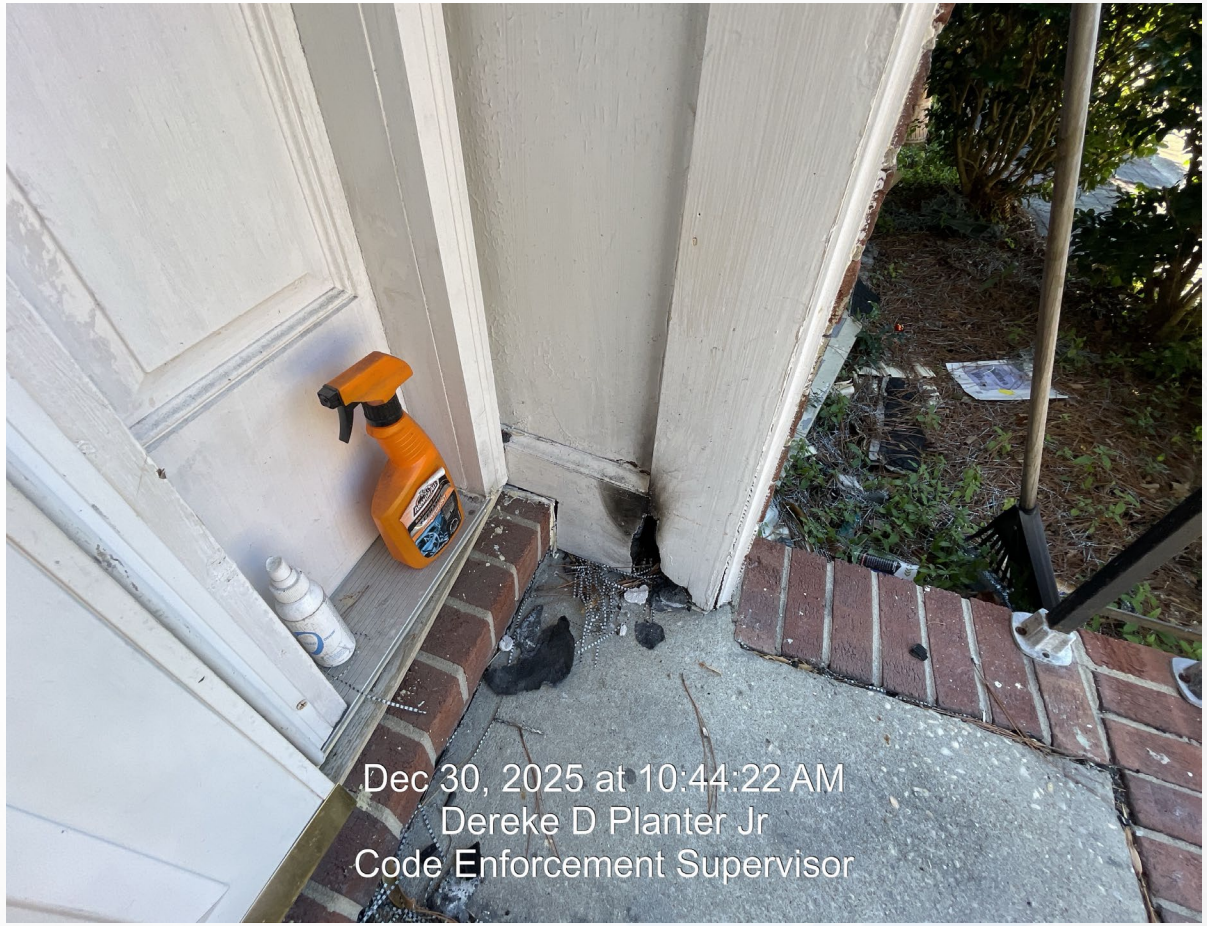
3634 Thorndike Drive – District 3

- Dangerous residential building
- Demolition matrix score 65
- Active utilities service
- 7 calls reported for 911 Service – last 24 months
- 2 code violations – last 24 months
- No city assessments
- $2,518.79 in taxes due
- Not enrolled in the Blight removal Program
- Not in QCT or Low to moderate income area



3634 Thorndike Drive – District 3

3634 Thorndike Drive – District 3



3634 Thorndike Drive – District 3

FAYETTEVILLE NC

AMERICA'S CAN DO CITY

FayettevilleNC.gov

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0031

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A4

TO: **Mayor and Members of City Council**

THRU: **Kelly Strickland, Assistant City Manager**

FROM: **Sheila Thomas-Ambat, Public Services Director**

DATE: **February 9, 2026**

RE:
Approval of Professional Service Contract Execution Recommendation for $1,827,735 for the design of the Arran Lake West Dam Overtopping Protection Project

COUNCIL DISTRICT(S):
6

Relationship To Strategic Plan:
Goal 1: Safe and Secure Community
Goal 3: High Quality Built Environment
Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:
Council is asked to authorize the execution of an engineering services contract in the amount of $1,827,735 for the design of the Arran Lakes West Dam (ALWD) Overtopping Protection Project.

This qualification-based selection of Hazen and Sawyer will utilize the City's On-Call Professional Engineering Services for Stormwater Systems Design and Construction Administration.

Background:
In December 2021, Council directed staff to begin the design of two projects identified in the Beaver Creek 3 Watershed Study: the Rhemish Drive Drainage Improvements and the Rockford Drive Drainage Improvements.
Both projects are currently under design. As part of the design process, staff use hydraulic modeling to predict changes in stormwater surface elevations downstream of the project sites under various storm conditions. Staff evaluates downstream impacts to the extent the models indicate any measurable increase in water surface elevations attributable to the proposed infrastructure.
Results from this analysis may require modifications to the proposed project designs, including potential property acquisition or condemnation. One such trigger occurs when modeling shows a reduction in downstream "level of service," meaning increased stormwater volume or velocity negatively impacts the performance of existing downstream stormwater infrastructure.

Both the Rockford Drive and Rhemish Drive projects discharge into Beaver Creek Tributary B (BCTB). Downstream of BCTB is the Arran Lakes West Dam (CUMBE-067), a privately owned, “high hazard” dam with a City-maintained roadway overtopping the dam.
While modeling indicates that the proposed drainage improvements do not reduce the existing level of service of the dam, the depth and frequency of roadway overtopping may change slightly. As a result, staff conducted both an impact evaluation and a detention evaluation, considering localized and regional detention alternatives.
The comparative analysis of localized versus regional detention concluded that overtopping protection of the Arran Lakes West Dam represents the most direct, effective, and economical solution to address potential flow changes. Overtopping protection directly safeguards the facility and is largely independent of future changes to secondary drainage systems.
At the August 5, 2024 Council Work Session, Council directed staff to proceed with project development and design of the Arran Lakes West Dam Overtopping Protection Project.

Issues/Analysis:
In October 2024, Hazen began providing preliminary engineering services in support of Council’s direction to advance project development. The Preliminary Engineering Report was completed in late 2025.

The scope of this services contract is to provide detailed design for the Arran Lakes West Dam rehabilitation work.

Budget Impact:
There is no impact to the General Fund. Budget for the design services of this project was included in Council’s adopted FY26 budget utilizing Stormwater Enterprise Funds.

Options:

1. Authorize execution of an engineering service contract for professional services in the amount of $1,827,735 for the design of the Arran Lakes West Dam (ALWD) Overtopping Protection Project to the consulting firm Hazen & Sawyer.

2. Do not authorize the execution of an engineering service contract for professional services in the amount of $1,827,735 for the design of the Arran Lakes West Dam (ALWD) Overtopping Protection Project to the consulting firm Hazen & Sawyer and provide further direction to staff.

Recommended Action:
Authorize the execution of an engineering service contract for professional services in the amount of $1,827,735 for the design of the Arran Lakes West Dam (ALWD) Overtopping Protection Project to the consulting firm Hazen & Sawyer.

Attachments:
ALWD Rehab WA

CITY OF FAYETTEVILLE
WORK AUTHORIZATION
FOR
PROFESSIONAL SERVICES
BY
HAZEN AND SAWYER

In accordance with the Professional Services Agreement (Agreement) dated April 1, 2025, between the CITY OF FAYETTEVILLE (hereinafter called OWNER) and HAZEN AND SAWYER (hereinafter called CONSULTANT), OWNER hereby authorizes CONSULTANT to proceed and CONSULTANT agrees to perform in accordance with the terms of the Agreement and this Work Authorization, the following services for the following Project:

I. PROJECT

This Work Authorization is for professional services related to the Arran Lakes West Dam Rehabilitation project. The goals of the project are to improve resiliency of the dam against potential increases in stream discharges due to upstream development, improvement projects, and future rainfall.

The project is funded through the OWNER'S Capital Improvement Project (CIP) Program and is administered by the Engineering Division of the Public Services Department. The services to be provided and associated not-to-exceed fee are provided in Exhibit A, which is hereby attached and incorporated herein by reference.

II. AGREEMENT & SCOPE OF SERVICE

The terms of the Agreement, attached as Exhibit B, are hereby incorporated by reference as if written herein and the parties confirm that its terms are a part of this Work Authorization.

The Scope of Services to be provided by CONSULTANT, in connection with this Authorization is summarized as follows:

- Project management
- Assistance with City Engineering staff and Community meetings
- Surveying

- Subsurface utility engineering quality levels A and B
- Geotechnical exploration and analyses
- Design of dam embankment removal and replacement
- Design of spillway replacement
- Hydrotechnical evaluations; civil, structural, and geotechnical engineering design
- Coordination with utility owners
- PWC utility relocation design and permitting
- Preparation of permitting documents, applications, and payment of fees
- Development of contract documents
- Issuance of bidding documents
- Additional services, as directed and approved by OWNER

Deliverables include:

- 35%, 70%, 90%, 100% Design, and bidding drawings and cost estimates
- Permitting documents, applications, and fee payments
- Technical specifications / project special provisions.

The CONSULTANT shall request written confirmation and or execute an additional Work Authorization describing any scope change before performing any work beyond the scope specified in this Work Authorization. The confirmation shall identify any change in compensation and/or delay in completion which the scope changes entails and must be approved by the City Manager or his designee.

III. RESPONSIBILITIES

The responsibilities of the OWNER and CONSULTANT, in addition to those provided in the Agreement which are specific to this Project, are as described in Exhibit A.

IV. COMPENSATION

OWNER shall compensate CONSULTANT for providing the services set forth herein in accordance with the terms of the Agreement.

In the absence of a lump sum fee agreement, it is understood and agreed that:

1. CONSULTANT will perform under this Agreement on a best effort, not-to-exceed ceiling price basis and will notify OWNER when the ceiling price will be exceeded.

2. The not to exceed compensation (including travel) for this Work Authorization is $1,827,735.00. This is not a guaranteed maximum amount but CONSULTANT shall not continue performing work in excess of this amount without further specific

authorization. OWNER will be billed only for actual time worked and identified expenses.

Payment shall be made in accordance with the terms of the above referenced Agreement.

V. SCHEDULE

All work under this Work Authorization shall begin within 10 days of Notice to Proceed (NTP) and is anticipated to be completed by 33 months following NTP.

VI. MISCELLANEOUS

1. The terms in this Work Authorization shall have the same meaning as provided in the Agreement.

2. **E-Verify.** CONSULTANT acknowledges that "E-Verify" is the federal E-Verify program operated by the U.S. Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. CONSULTANT further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C. Gen. Stat. § 64-26(a). CONSULTANT pledges, attests and warrants through execution of this contract that CONSULTANT complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by CONSULTANT shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Work Authorization.

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

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

a. bring disrepute, contempt, scandal, or public ridicule to the Actor;

b. subject the Actor to prosecution;

c. offend the community or public morals/decency;

d. denigrate individuals or groups in the community served by the OWNER;

e. is scandalous or inconsistent with community standards or good citizenship;

f. adversely affect the OWNER'S finances, public standing, image, or reputation;

g. is embarrassing or offensive to the OWNER or may reflect unfavorably on the OWNER; and,

h. is derogatory or offensive to one or more employee(s) or customer(s) of the OWNER.

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

6. **Termination for Cause.** In the event of substantial failure by CONSULTANT to perform in accordance with the terms of this Agreement, the OWNER shall have the right to terminate CONSULTANT upon ten calendar (10) days written notice in which event CONSULTANT shall have neither the obligation nor the right to perform further services under this Agreement nor shall the OWNER be obligated to make any further payment for work that has not been performed. CONSULTANT shall provide to the OWNER all reports, surveys or other related documents upon the OWNER'S request.

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

8. **Protest.** Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in

writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

9. **Indemnification.** To the extent permitted by law, CONSULTANT agrees to indemnify, and hold harmless the OWNER and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage to the extent caused by any negligent and tortious act, omission or negligence of CONSULTANT, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the OWNER by CONSULTANT does not constitute a waiver of the OWNER'S governmental immunity in any respects under North Carolina law.

10. **CITY'S TERMS SUPERSEDE.** To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

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

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

CONSULTANT ACCEPTANCE:

HAZEN AND SAWYER

BY: Matthew P. Jones

PRINT: Matthew P. Jones, PhD, PE

TITLE: Vice President

DATE: 12-15-25

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

BY: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____
JENNIFER L AYRE, MPA, MMC
City Clerk

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

_____
TIFFANY R. MURRAY
Chief Financial Officer

Hazen

EXHIBIT A
Arran Lakes Dam Rehabilitation Design
Scope of Services

General Overview

The City of Fayetteville (City) previously engaged Hazen and Sawyer (Hazen) to perform a preliminary engineering study for rehabilitation of Arran Lakes West Dam (ALWD), a *small, Class C (High Hazard)* facility. That study, summarized via the *Arran Lakes West Dam Preliminary Engineering Report*, investigated numerous improvements, including:

- Hydraulic design of a replacement spillway system
- Evaluation of potential energy dissipator systems
- Water main relocation alternatives
- Gravity sanitary sewer main relocation alternatives
- Geotechnical design of embankment replacement and improvements
- Recommended property acquisitions
- Anticipated permitting
- Construction cost estimates

The following scope of services outlines necessary data collection, engineering analyses, and construction documentation preparation to support detailed design and bidding of improvements to the facility. Pertinent deliverables, assumptions, and exclusions are provided at the end of this document. In summary, proposed improvements include:

- Excavation and replacement of the dam embankment, including seepage controls and stability improvements
- Replacement of the principal spillway system with a labyrinth weir spillway and covered concrete chute or prefabricated bridge
- Construction of an energy dissipator at the downstream end of the spillway chute
- Storm, sewer, and water utility relocations and / or replacements; installation of watertight structures and pipes within embankment; seepage controls
- Private utility relocation and / or installation within a ductbank
- Ancillary work includes:
    - Site preparation and structure demolition
    - Erosion control and control of water (bypassing, dewatering, and diversion systems)
    - Roadway and site restoration

Hazen

Basic Services

Task 1 – Project Management and Meetings

This task includes various project management and administrative actions, outlined below.

- Project Management – Consultant shall prepare and update a Microsoft Project schedule and provide monthly reporting updates, including notification of any out-of-scope-work. Monthly reports shall use the City's template and consist of brief bullet points describing major work items. Invoices shall include the City's invoice template.
- Progress Meetings – Consultant shall conduct monthly virtual meetings, up to thirty (30) minutes in length, with City staff throughout the project. Meetings shall include an update on the major milestones and discussion of coordination items. Provisions for up to two (2) additional in-person meetings are included for various needs throughout the project, beyond those outlined under Basic Services; otherwise, project coordination is anticipated to occur during the monthly Progress Meetings.
- City Council Meeting – Consultant shall prepare a slideshow describing the project and attend one (1) City Council meeting to support City staff. Consultant assumes the City will assist in preparation of the slideshow.

Task 2 – Data Collection

Survey and SUE

Consultant shall conduct a site survey via subconsultant surveyor within the extents shown in **Attachment 1**. These data are supplementary to those obtained during the preliminary study and are necessary to complete detailed design, understand topography and features on properties adjacent to the dam, and also to implement the water main relocation. Data collection shall be in accordance with City standards and generally include the following:

- Property owner research and monumentation survey for parcels within and adjacent to the survey extents (approximately 18 parcels)
- Develop and distribute a notification letter for each parcel; letter shall be carried by field personnel
- Traffic control, as necessary
- Recover and establish horizontal and vertical project controls
- Perform conventional topographic survey, including:
    - Above-ground features, spot elevations, break lines of manmade and natural features sufficient to map at a 1-foot contour interval
    - Existing structures and buildings with general description provided of use and type
    - Finished Floor Elevations (FFE) at points of ingress/egress within survey limits

- Site improvements such as curb and gutter (size/type), handicap ramps, pavements / surfaces (type), access and drives, signs (type), landscape areas (individual plantings and outlines with general descriptions), walls (height/material), fences (height/type), railing (type), etc.
- Temporary (Non-Permanent) features will NOT be located such as trashcans, dumpsters, benches, etc.
- Perform conventional topography of onsite gravity utilities and connectivity; gather information up to one structure outside the project limits on lateral lines and storm water lines and one structure outside on the main sanitary sewer lines; anticipated structures include approximately eight (8) sanitary sewer manholes, (4) storm drain structures, and clean outs, etc.; information includes rim (at flowline) and invert elevations along with pipe size and material.
- For structures that are inaccessible due to site conditions or being locked, invert information will not be collected.
- Abandoned pipes will be mapped per record as abandoned according to utility records (AATUR).
- Pipe systems that cannot be surveyed due to having an indeterminate connection shall be mapped as such.
- Locate all trees 4”DBH and greater in size

- Incorporate SUE data (see below)
- Compile Basemapping
- Provide Civil 3D file and electronic copy of PLS signed and sealed survey

Consultant shall conduct subsurface utility engineering (SUE) via subconsultant surveyor within the extents shown in Attachment 1. These data are supplementary to those obtained during the preliminary study. Data collection shall include SUE Levels D through B (utility designating) to identify horizontal locations of buried utilities. SUE shall be conducted during field survey and horizontal locations of utilities shall be included in the survey deliverable.

Consultant shall conduct SUE Level A (utility locating) via subconsultant surveyor within the extents shown in Attachment 1. Data collection shall identify vertical locations of utilities at key locations within the project area, including surface elevation at test locations. Subconsultant shall provide data in a Vacuum Excavation Test Hold Report. Specific test locations shall be determined during the project, estimated to follow the 35% design submittal. Traffic controls shall be provided by subconsultant as necessary. Test holes shall be backfilled with excavated materials; test holes in paved areas shall be patched using asphalt or concrete mix. Provisions for up to thirteen (13) test locations have been provided, and assume the following:

- Five (5) test locations on existing water mains at tie-ins of proposed water main relocation
- Eight (8) test locations on private utilities along Lake Trail Drive for water main relocation

Geotechnical Exploration

Consultant shall perform geotechnical explorations via subconsultant geotechnical engineer to identify and study existing materials to support the rehabilitation design. These data are supplementary to those obtained during the preliminary study and are necessary to understand design of the spillway foundation and the limit of embankment excavation into the abutments. Provisions are included for up to one (1) on-site meeting with the subconsultant and City to discuss lake access and up to four (4) days of drilling. The geotechnical exploration includes:

- Mobilize and advance up to three (3) boreholes from a barge-mounted drill rig on the lake and up to four (4) from a truck-mounted drill rig on the embankment and abutments. Borings within the lake will extend to approximately Elevation 100-feet (approximately 55-feet below top of dam); borings on the embankment and abutments will extend to approximately elevation 130-feet. Borings shall be continuous within the upper 20-feet. The total depth of borings is assumed to be approximately 250-feet. Additional boring depth beyond these provisions shall be provided as an Additional Service. Borings shall be grouted following completion of activities.
- During drilling, the following will be performed: log soil data, perform appropriate field tests (such as standard penetration tests), observe seepage and groundwater levels, and collect samples of the lakebed and subsurface material, collect up to four (4) undisturbed samples. Samples will be sealed for moisture control and placed in a soil sample box for protection during transportation to the laboratory for analyses.
- All field activities will be supervised and logged by a geologist or geotechnical engineer.
- Laboratory testing will be performed to determine the engineering properties of the subsurface material and is expected to include moisture content, index property, dispersive potential, and strength testing.
- After the completion of these items, the Subconsultant Geotechnical Engineer will develop a geotechnical data report (GDR) to summarize the work and present the collected data.

In addition, Consultant shall identify and inspect up to three (3) potential borrow sources to provide earthfill materials for dam embankment construction. Subconsultant geotechnical engineer shall obtain samples for analysis from each potential borrow source.

Task 3 – Property and Easement Acquisition

The ALWD PER identified numerous property and easement acquisition recommendations. Currently, three (3) properties have been identified as requiring full property acquisition, listed below. Consultant assumes the City shall provide all necessary services to obtain these properties and no provisions are included for Consultant services.

- Required Property Acquisitions
  - 0 Lakeridge Drive (0405-39-1288)

- 5935 Lakeridge Drive (0405-48-0504)
- 5939 Lakeridge Drive (0405-38-9418)

Five (5) additional properties, listed below, have been identified as potentially requiring either full or partial acquisition for dam improvements, listed below. Per City-direction, Consultant shall assume permanent easements will be obtained on these properties and future discussions shall evaluate property acquisition in lieu of easements.

- Potential Property Acquisitions or Easements for Dam Improvements
  - 0 Lakeridge Drive (0405-47-0315) (2 easements)
  - 5931 Lakeridge Drive (0405-48-0680)
  - 1908 Aldwych Place (0405-38-9732)
  - 5998 Lake Trail Drive (0405-38-5364)
  - 6000 Lake Trail Drive (0405-38-4580)

Given the uncertainty in regards to these acquisitions, provisions under Basic Services include up to (1) virtual meeting with the City to discuss acquisitions and development of a drawing depicting easements. All other services, including development of plats, property research, property owner contact, etc. shall be provided under Additional Services, if necessary.

Task 4 – Community Engagement

Public Meetings

Community engagement efforts include up to two (2) public meetings and an advertisement mailer. The first public meeting is proposed to be conducted within four (4)-weeks of notice to proceed (NTP) and the second following the 70% design milestone. Meetings are proposed to be open-house style. The first meeting will focus on obtaining residents' flooding accounts along the stream to assist with validation of the hydrotechnical models (**Task 5**), as well as an overall introduction to the project and planned improvements. The second meeting will present the project design. Community feedback regarding the project will be taken into consideration and discussed with the City. Consultant assumes the City will plan, advertise, host, provide equipment, and pay any fees for the public meetings; Consultant will provide meeting content, such as a slideshow and / or printed exhibits. Consultant also assumes the City and Consultant will provide multiple staff members to facilitate individual discussions with residents, as well as record notes from discussions for distribution to Consultant for summarization. Provisions for up to two (2) virtual meetings with the City are provided for coordination of the meetings.

Mailers and Exhibits

Consultant shall develop two (2) advertisement mailers, as well as a mailing list, for distribution by the City to homes along the stream and lake. The document will advertise the date, time, location, and purpose of each meeting.

Consultant shall provide up to six (6) large-format graphic exhibits for public meetings (two (2) copies of three (3) different exhibits). Exhibits shall depict plan views and include:

- Two (2) exhibits depicting existing conditions (aerial imagery) at the dam
- Two (2) exhibits depicting existing conditions (aerial imagery) along the stream
- Two (2) exhibits depicting proposed improvements (rendering) (second public meeting only)

Task 5 – Hydrotechnical Modeling

Consultant shall perform hydrotechnical modeling of ALWD, including the contributing watershed and stream. Modeling shall use previously developed HEC-HMS and HEC-RAS models. Models shall be used to support structural and geotechnical designs (**Task 9**), as well as project permitting (**Task 10**). Note that the hydrologic and hydraulic models have not been validated or calibrated, thus provisions to attempt validation or perform sensitivity analyses are included under Basic Services. In general, hydrotechnical modeling services include:

- Attempt model validation to historical accounts received by the City and local residents by adjusting hydrologic and hydraulic model parameters; or perform sensitivity analyses to runoff curve numbers, watershed lag time, and Manning's roughness coefficients.
- Finalize hydraulic sizing of the selected spillway, including development of a rating curve, dam top profile, and energy dissipator; see further spillway modeling services in **Task 6**
- Wave setup and runup calculations
- Reservoir drain / drawdown
- Consultant assumes City will select a spillway alternative for evaluation prior to or at the time of NTP; alternatives and downstream impact analyses are excluded from Basic Services.
- Storm drainage for relocation design

Modeling shall include scenarios listed in **Table 1**. Storm events to be simulated include the 1-, 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour storms, in addition to the spillway design flood (SDF). The spillway will be sized to pass the future 100-year storm (Scenario 2) and SDF (Scenario 4). Storm drain relocations shall be based on Scenario 3. Level of service and modeling standards for storm drainage shall be in accordance with the City's standards (10-year, 24-hour storm for conduits and on-grade inlets; 25-year, 24-hour storm for sag inlets). Provisions under Basic Services include hydrologic analysis of the watershed contributing to storm drains located within the dam, hydraulic analysis of these storm drain systems up to one structure outside of the dam embankment, and road / inlet spread analyses for inlets within the project area. However, City spread standards may not be met due to lack of upstream inlets beyond the project area; as such newly designed inlets shall be sized assuming 100% capture at upstream inlets beyond the project area. Floodplain permitting (**Task 10**) shall be based on Scenario 5. Aside from inundation mapping required for permitting purposes, maps up- and / or downstream of the dam shall be developed for up to four (4) storms. Final hydrotechnical modeling and design shall be summarized in the design report (**Task 10**).

Table 1: Hydrotechnical Model Scenarios

Scenario		Precipitation[1]	Landuse[2]	Storm Drainage[3]	Model[4]
1	Existing Conditions	Existing NOAA	Existing	Existing	Project-Specific
2	Future Conditions	Future NOAA	Existing	Proposed	
3	Proposed Storm Drain	Future NOAA	Existing	Proposed	
4	Proposed Spillway	12-hr 1/3-PMP	Future	Proposed	
5	Floodplain Permitting	N/A[5]	N/A[5]	N/A[5]	Effective / Preliminary

[1] Existing precipitation based on NOAA Atlas 14 depths. Future precipitation based on 1.06 times NOAA Atlas 14 depths. PMP based on NCDS PMP Study.

[2] Existing landuse refers to landuses delineated under the watershed planning program, as corrected by this study. Future landuse refers to landuse as derived from zoning districts, assuming full development of the watershed.

[3] Existing storm drainage refers to the watershed study program's hydrologic assessment (revised by this study as needed) that represents existing storm drainage systems within the watershed. Future storm drainage refers to inclusion of storm drainage improvement projects identified in watershed study program into the hydrologic model to account for increased drainage system outflows.

[4] Project-Specific model refers to the models developed for this and prior WAs. Effective / Preliminary model refers to the latest model available from the NCFMP.

[5] Modeling for floodplain permitting shall use the effective or preliminary hydrology.

Task 6 – Spillway Modeling

The spillway, including the labyrinth weir, downstream apron, chute / bridge, and energy dissipator, is complex system that requires advanced analyses to understand hydraulic capacity and behavior, surging, turbulence, and energy dissipation to support hydraulic, structural, and geotechnical design. Provisions under Basic Services include analyzing the existing system via computational fluid dynamic (CFD) modeling to verify the previously developed rating curve and a physical model, via subconsultant, to study the proposed system. Consultant shall coordinate with physical modeling subconsultant during the 35% design phase to confirm modeling parameters.

Task 7 – Private Utility Coordination

Multiple private utility lines are located within the dam embankment and require temporary relocation, at a minimum, and ideally permanent removal from the dam. Otherwise, utilities that must be reinstalled will be routed through one or more reinforced concrete ductbanks, designed as part of **Task 5**. Additionally, water main relocation to Lake Trail Drive may also require private utility relocations. Private utilities (underground) in the dam include:

- (1) Charter Cable Television
- (1) Metronet Fiber Optic
- (2) Brightspeed Telecommunications
- (1) Piedmont Natural Gas
- (3) Lumbee River EMC

Except for routing through the embankment ductbank(s), Consultant assumes each utility owner shall perform detailed design of relocations; Consultant also assumes utility owners will perform utility work. Provisions to coordinate relocations are provided under this task, including up to two (2) on-site meetings and up to five (5) virtual meetings (one (1) for each utility owner). Private utility work depicted on the drawings is assumed to include required extent of removal from the dam, planned relocation routes adjacent to the dam for routing to the ductbank(s), and depictions of existing utilities on Lake Trail Drive along the water main relocation route. Depending upon utility owner requirements, submittal of review fees and utility owner forms may be required; these shall be performed under Additional Services (**Task 12**).

Task 8 – PWC Utility Design and Permitting

Design

Based upon the City's selection of the water and sewer main relocation options presented in the PER, Consultant shall advance the modeling and design of water and sewer utility work. Existing utilities shall be field located as needed per **Task 2**. Modeling shall utilize files previously provided by PWC and include necessary updates based on final relocation designs. Alternative, demand, and capacity analyses are excluded; design shall be based on available fire flow and minimum allowable pressure.

Utility relocation designs shall be in accordance with PWC standards, except where in conflict with NCDS requirements or Consultant's recommendations to ensure appropriate construction of utilities within the dam. Design includes approximately 1,200 feet of water main and 1,050 feet of gravity sewer main. Gravity sewer structures and piping within the embankment shall be designed as watertight structures; piping shall include design of concrete encasement. Drawings shall include an overall PWC utility relocation plan, plans and profiles of PWC utility relocations, and relevant PWC detail drawings, amended as needed (up to thirteen (13) drawings in total). Given potential variations from PWC standards and typical approaches, additional coordination and design efforts are anticipated. Provisions under Basic Services include include up to two (2) virtual meetings, two (2) on-site meetings, and four (4) in-person milestone review meetings with the City and PWC. Final modeling and design of the utility relocations shall be summarized in a TM, with dam-related elements also included in the Design Report (**Task 10**)

Permitting

PWC utility relocations are anticipated to require both a sewer and water permit. Consultant shall prepare and submit permit forms via PWC's online portal. Permit fees of $1,000 ($500 for each permit) are anticipated and shall be paid by Consultant for reimbursement from the City. Provisions are included for up to two (2) permitting resubmittals. Consultant assumes the City and PWC will attend coordination meetings and provide timely feedback on proposed utility work to facilitate design, obtain any necessary design variances, and reduce or eliminate the need for additional permitting resubmittals.

Task 9 – Detailed Design

Consultant shall provide Detailed Design services, including civil, geotechnical, and structural design, as well as development of construction drawings, technical specifications, special provisions, and construction cost estimates. Services to be provided are described in the following section.

Site-Civil / Dam Design

Site-civil / dam design services include overall design of the site, including grading, erosion control, and other ancillary work, as outlined below.

- Site work - site preparation, demolition, erosion control, pavement design, roadway design, site restoration, landscaping, and various site improvements
- Dam construction – excavation, embankment construction, grading, upstream face wave / erosion protection, manually operated reservoir drain design, coordination with other engineering disciplines
- Utility design - storm drain relocation, utility ductbank and vault design for up to two (2) ductbanks, watertight structures and piping, concrete encasement of pipes within dam embankment
- Traffic control - road closure and detour plan (the project specifications shall require the contractor to submit a NC PE designed traffic control plan)

Geotechnical Modeling and Design

Geotechnical design analysis will be performed to provide dam safety and support the civil and structural design of the proposed embankment, spillway, and project appurtenances. The following list outlines planned geotechnical modeling and design support activities that will be performed by Consultant.

- Analysis of the subsurface data to develop engineering parameters for the major existing subsurface materials that are revealed by the explorations. This will include the development of shear strength, seepage, and settlement related parameters, an analysis of expected groundwater conditions, and a discussion of dispersive soil potential, as appropriate.
- The development of subsurface data profiles in OpenGround for inclusion in the project drawings, as appropriate.
- The analysis and modeling of the embankment behavior, under various hydraulic loads (normal pool, top of dam, etc.), to develop the following:
    - Develop limit equilibrium and finite element models to study slope stability, seepage behavior, and quantify settlement potential; ensure geotechnical design is in accordance with NCDS regulations.
    - Embankment excavation and undercut.

- Embankment geometry, including minimum crest width and upstream / downstream slope ratios.
- Terracing and / or the inclusion of a toe berm, if appropriate.
- Seepage cutoff measures, if required.
- Internal seepage collection systems, including the need for a chimney, blanket, toe drain, or other measures.
- Overbuilding of the dam crest to maintain the minimum freeboard.
- Parameters for use by Consultant's structural team during the design of the spillway and appurtenant structures, including interface friction, lateral earth pressures, hydraulic uplift potential, bearing capacity, settlement potential, etc., as required.
- General construction and sequencing-related considerations for use by the design team during design development.
- Prepare a TM and calculation briefs to document the analysis and recommendations.

Structural Design Analysis and Design

The structural analysis will be performed for structural stability of the spillway components following the North Carolina Dam Safety (NCDS) Rules and Regulations, US Army Corps of Engineers (USACE) engineering manuals, and US Bureau of Reclamation (Reclamation) design standards. The structure will be analyzed for sliding, overturning, and floatation for individual areas of the spillway plus overall global sliding and floatation stability. The reinforced concrete sections will be designed per the rules mentioned above and the requirements of ACI 350. The following components will be analyzed and designed:

- Approach area walls
- Labyrinth weir crest and slab
- Upper chute walls and slab
- Shallow foundations
- Covered chute / custom reinforced concrete box culvert / prefabricated bridge abutments (project specifications will require Contractor to design prefabricated bridge, if this option is selected)
- Lower chute walls and slab
- Structural, baffle-style energy dissipator
- Overall global stability and anchor design for floatation
- Utility duct bank designed for soil and vehicle loading per AASHTO guidelines
- Prepare calculation packages for each structure

Construction Documents

Construction documents shall be developed / advanced from the PER for the 35% milestone. Subsequent milestones include 70% design (pre-permitting documents), 90% design (permitting documents, except NCDS), 100% design (NCDS permitting), and Bid Documents (final PE signed and sealed documents). Provisions are included for up to an estimated seventy (70) drawings, including general drawings, plan and profile drawings of dam improvements, structural drawings, PWC drawings (**Task 8**), and detail drawings. Technical specifications shall be based on Consultant standards; specifications for PWC utility work will consider PWC specifications, but may require modifications to meet project / NCDS requirements. Consultant shall prepare Bidding Documents, including Division 00 – Procurement and Contracting Requirements, Division 01 – General Requirements (including measurement and payment), technical specifications, and appendices. Contract documents shall utilize EJCDC documents provided by the City (City contract, forms, general conditions, and supplementary conditions).

In general, the following subsets of drawings and specifications are anticipated for each design milestone:

- 35% Design
    - Incorporate feedback received from Community Engagement (**Task 4**) and coordination with other stakeholders during the project
    - General drawings (Cover, General Notes, Legend, Abbreviations, Index)
    - Plan, profile, and sections of the dam embankment excavation and reconstruction
    - Plan and profile of the proposed spillway system
    - Plan and profile of the proposed utility ductbank
    - Plan and profile of the proposed PWC water main relocation (**Task 8**)
    - Plan and profile of the proposed PWC gravity sanitary sewer relocation (**Task 8**)
    - Plan of property and easement acquisitions (**Task 3**)
    - Technical specifications table of contents
- 70% Design
    - Advanced 35% documents, plus:
    - Structural section and elevation drawings
    - Embankment details (sections, construction requirements, seepage control, etc.)
    - Conceptual control of water plans
    - Erosion control plan and details
    - Traffic control plan
    - Technical specifications
- 90% Design
    - Advanced 70% documents, plus:
    - Incorporate feedback received from Community Engagement (**Task 4**) and coordination with other stakeholders during the project
    - Structural detail and reinforcement drawings
    - Site restoration plan
    - Project and standard detail drawings

- Technical specifications

- 100% Design
  - Advanced 90% drawings, plus:
  - Incorporate feedback from permitting agencies
  - Draft Bidding Documents

- Bid Documents
  - Incorporate feedback from NCDS
  - Issue documents for bidding (**Task 11**)

Opinions of Probable Construction Cost and Construction Schedule

Consultant shall prepare opinions of probable construction costs (OPCCs) for each milestone submittal. Costs shall include design contingences appropriate for the respective level of design. An estimated construction schedule shall be developed and submitted at the 90% and 100% design milestones.

Design Milestone Review Meetings

Consultant shall conduct up to four (4) in-person review meetings with the City and PWC following each of milestone submittal. The project schedule assumes reviews will occur within two (2) weeks of each submittal. Reviews shall be recorded in a comment log provided to City by Consultant. The log shall identify the reviewer (name and entity), document and page reviewed, and a text description of the review comment; consultant shall provide responses in the log to each comment and the log shall be updated following each review meeting. Review comments pertaining to drawings shall include corresponding drawing markups.

Task 10 – Permitting and Funding

NCDEQ Erosion and Sediment Control

The estimated area of disturbance exceeds 1 acre; thus, an erosion and sediment control permit is anticipated to be required. Consultant shall develop a project narrative for the permit, complete required forms, and submit for review and approval at the 90% design milestone via NCDEQ's online portal. A permit fee of up to $1,000 is assumed ($119 per acre, rounded up to the nearest whole acre). Consultant shall pay permit fee for reimbursement from the City. Provisions are included for up to one (1) virtual meeting with the City and NCDEQ and up to one (1) permitting resubmittal.

NCFMP Floodplain Concurrence

Based on the permitting assessment performed as part of the PER, construction of improvements to the dam is anticipated to require a No-Rise Certification. Consultant shall utilize the latest model available from the North Carolina Floodplain Mapping Program (NCFMP) to perform model simulations required

for the certification. Revisions are anticipated to include updates to the dam and immediate vicinity based on project survey, as well as incorporation of the proposed spillway rating curve and dam top profile. Consultant shall also prepare a narrative summary of the project and floodplain modeling to be submitted with the model at the 90% design milestone. Consultant shall submit to the NCFMP for review and concurrence. There is no fee associated with a No-Rise Certification review. Provisions are included for up to one (1) virtual meeting with the City and NCFMP and up to one (1) permitting resubmittal.

Should NCFMP modeling, site conditions, or project design change relative to those at the time of the PER, additional floodplain evaluations and permitting may be required, including a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR), as well as associated review fees. These evaluations and permitting are excluded from Basic Services and may be provided under Additional Services or via separate Work Authorization, if necessary.

NCDEQ Section 401 / USACE Section 404

The project requires work in waters of the United States (WOUS), and therefore authorizations under Sections 401 and 404 of the Clean Water Act will be required. Consultant shall verify the 2024 delineation and mapping of WOUS as well as survey the project limits and immediate surroundings for federally protected species for compliance with the Endangered Species Act of 1973, as amended. Consultant shall prepare the application for Sections 401 and 404 of the Clean Water Act permitting based on the 90% design milestone to minimize modifications to the application or issued authorizations due to design changes. Consultant shall coordinate with regulatory agencies to facilitate a timely review of the permit application and with the design team to incorporate any necessary provisions in the construction documents for compliance with the permits to be issued. Provisions are included for up to two (2) virtual and one (1) on-site meetings with the City, NCDEQ, and USACE. A permit review fee is required by NC DEQ. The fee is anticipated to be $810, and Consultant shall pay permit fee for reimbursement from the City. If final project design is determined to require a Standard Permit, these services shall be provided under Additional Services

NCDS Authorization to Construct

The project requires review by NCDS and issuance of an *Authorization to Construct* (ATC). Documents to be submitted include an application, drawings, specifications, geotechnical data reports, engineering calculations / models, and design reports. A review fee is also required, which is dependent upon the estimated and actual costs of construction, as noted below.

- An application processing and compliance fee of 2.25% of the actual construction cost is required, with a minimum of $500 and a maximum of $50,000. The fee is paid in two parts, one for design review and one for final approval after construction.
- Based on the cost estimate developed in the PER, this project will require a total fee of $50,000 (the maximum allowable fee).

- The initial fee (submitted at 100% design) is the greater of $500 or one-half of the application processing and compliance fee (based on the engineer's estimated construction cost), which is anticipated to be $25,000 for this project.
- The final fee is 2.25% of the actual construction cost, minus the initial fee, which is due upon submittal of as-builts following construction and is anticipated to be $25,000.
- Actual construction cost includes only those costs associated directly with the dam; other ancillary costs are not included in the fee calculation (e.g. property acquisition, water quality controls, amenities, etc.)

Provisions for this WA include payment of the initial fee ($25,000) to NCDS by Consultant for reimbursement from the City. The final fee is to be paid following construction, upon submittal of as-builts to NCDS and prior to impounding. As such, payment of the final fee is excluded from this WA and shall be covered under a future WA for construction services.

The required reports include preliminary and final design reports. These may be combined into a single report submittal to NCDS, which is the anticipated method for this project. The preliminary design report (PDR) shall, at a minimum, include, per 15A NCAC 02K:

- Description, classification, and purpose of dam
- Description of downstream dam breach inundation hazards
- Maps of facility
- Preliminary drawings, including cross-sections, plans, and profiles of the dam, pool levels, and spillways
- Design criteria; hydrotechnical and geotechnical summaries

The final design report (FDR) shall, at a minimum, include:

- Geotechnical data report
- Geotechnical stability analyses
- Design of seepage controls
- Spillway capacity and calculations; overtopping analysis; freeboard evaluation
- Embankment design and protection
- Construction schedule
- Reservoir refilling schedule
- Estimated design life

Provisions are also included for other NCDS-required documents including: an operation and maintenance (O&M) plan and emergency action plan (EAP). The EAP shall utilize the NCDS template and the O&M plan shall be coordinated with the City. Note that upon City-acquisition of the dam, NCDS is likely to require the EAP to be submitted within 90-days. As such, the existing conditions EAP shall be submitted prior to the 35% design milestone. If NCDS requires an updated draft EAP based on proposed improvements, the update shall be performed as an Additional Service. The design report and O&M plan shall be submitted at the 90% design milestone for City review prior to submission to NCDS at 100% design. Other provisions are included for up to two (2) virtual and one (1) on-site meeting with the City and NCDS, as well as up to two (2) permitting resubmittals.

Funding Assessment and Application

The Engineer will update the funding opportunity list of available Federal, State, and local funding programs that could be used to finance the designed project developed during the PER stage of the project and provide the City a prioritized list of recommended of funding programs to pursue. This task will include the following sub-tasks:

- Conduct research to determine eligibility, program benefits, application process and priorities, application deadlines, and summarize the benefits and potential downfalls.
- Summarize the results of feasible funding programs in a presentation that highlights program benefits, application requirements, and a qualitative assessment of project selection. A summary of the financial benefits of these funding programs will be developed and provided to the City for use in discussions with internal or external stakeholders.
- The Engineer shall conduct up to two (2) coordination teleconferences to coordinate development of the recommendations during this phase.
- The Engineer shall facilitate up to three (3) scoping calls with funding agencies to develop funding agency familiarity with the project, understand funding program priorities, and ensure that a funding applications are developed with the highest potential chances of success.
- As needed, the Engineer shall develop an application for project grant or below market rate loan financing at the direction of the City. An allocation of $20,000 has been reserved for the development of an application.

Task 11 – Bidding Assistance

Consultant shall compile bidding documents and provide the City assistance with bidding. Services include:

- Issue PE signed and sealed Contract Documents; the bid form shall be based on a lump sum value for construction with unit price items as needed for select materials or activities
- Administer electronic distribution of Bidding Documents
- Issue up to two (2) addenda in response to bidder requests for information (RFIs)
- Attend the pre-bid conference
- Attend the bid-opening conference
- Evaluate and tabulate bid results
- Provide award recommendation letter to City
- Attend up to one (1) virtual negotiation meeting with City and selected bidder; services beyond this shall be provided as Additional Services

Preparation of Contract Documents suitable for execution by the selected bidder and City, including Conformed Documents incorporating addenda, shall be provided under a separate future WA

Additional Services

Requested or necessary services not expressly identified under Basic Services shall be considered as an additional service and performed under Task 12, described below.

Task 12 – Additional Services

Upon request and / or approval from the City, Consultant shall provide Additional Services, based upon the work directed or requested, and the associated fee negotiated for each request. Provisions for Consultant, its subcontractors, and other direct costs have been provided as part of Additional Services. No services shall be provided under Task 12 without prior written authorization from the City. Should the cost of an Additional Service exceed the amount provided herein, such services shall be provided under a separate WA. Potential Additional Services currently identified may include the following:

- Additional soil borings / soil boring depth and samples
- Additional survey data collection
- Additional SUE QL A test locations
- Easement plats, property research, and property owner contact / coordination
- Physical model of spillway
- Completing and submitting private utility owner forms and review fees
- CLOMR / LOMR
- USACE Standard Permit
- Proposed conditions EAP / dam breach hazard mapping
- Bidder negotiations
- Additional permitting resubmittals

Deliverables

Deliverables shall generally be made five times throughout the project, including the 35-, 70-, 90-, and 100% design milestones, as well as issuance of bidding documents after ATC is received from NCDS.

- Monthly / As-Needed
  - Task 1
    - Project schedule
    - Monthly reporting / updates
    - Progress meeting minutes / meeting summaries
    - PowerPoint presentations
    - Property owner mailing list
    - Property owner notification letter
- 35% Design Milestone
  - Task 2
    - Field survey data in AutoDesk Civil 3D ® format
    - NC PLS-Signed electronic version (PDF) of survey
    - Geotechnical Data Report
  - Task 4
    - Community meeting advertisement
    - Community meeting exhibits
    - Community meeting #1 summary
  - Task 5
    - Draft hydrotechnical models
  - Task 6
    - Recommendations for spillway modeling approach
  - Task 7
    - Private utility coordination meeting summary(ies)
  - Task 8
    - PWC utility relocation drawings
  - Task 9
    - Geotechnical recommendations report
    - Opinion of probable construction cost
    - 35% Construction Documents
  - Task 10
    - Existing Conditions EAP (anticipated prior to 35% design submittal)
- 70% Design Milestone
  - Task 2
    - SUE QL A test hole reports
  - Task 3
    - List and map of property / easement acquisitions
    - List, map, and draft plats of easement acquisitions

- Task 5
  - Hydrotechnical models
- Task 6
  - Spillway modeling summary
- Task 7
  - Private utility coordination meeting summary(ies)
- Task 8
  - Draft PWC utility models
- Task 9
  - 70% Construction Documents
  - Opinion of probable construction cost
- Task 10
  - Summary of potential funding opportunities

- 90% Design Milestone

  - Task 4
    - Community meeting advertisement
    - Community meeting exhibits
    - Community meeting #2 summary
  - Task 5
    - Final hydrotechnical models
  - Task 7
    - Private utility coordination meeting summary(ies)
  - Task 8
    - Final PWC utility modeling and design report
    - PWC permit applications
  - Task 9
    - 90% Construction Documents
    - Storm drainage design report
    - Opinion of probable construction cost
    - Construction schedule
  - Task 10
    - NCDEQ ESC permit application
    - Section 401 / 404 permit applications
    - NCFMP No-Rise Certification
    - Draft NCDS Design Report
    - Funding application

- 100% Design Milestone

  - Task 8
    - 100% Construction Documents
  - Task 10
    - Final NCDS Design Report
    - O&M Plan

- NCDS Application package

- Bid Documents Milestone
  - Task 10
    - PE Signed and Sealed, Bid-Ready Construction Documents
  - Task 11
    - Bidding Documents
    - Addenda, if needed
    - Bid tabulation
    - Award recommendation letter

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Schedule

Data collection, design, permitting, and issuance of bidding documents are anticipated to require approximately 30-months; however, this is largely dependent upon findings during data collection, as well as City, PWC, and permitting agency review timeframes. Bidding is assumed to require 3-months. Consultant shall not be held responsible for schedule delays caused by other parties, unforeseen conditions, or changes to the project scope.

An overall schedule is provided below; in accordance with **Task 1**, a Microsoft Project schedule shall be provided and updated regularly during the project. The following assumptions were incorporated into the schedule:

- City will host Community Meeting #1 within two (2) weeks of notice to proceed
- City & PWC Milestone Reviews: Meetings occur and comments received within two (2) weeks of submittal
- Fayetteville PWC Permits: Each cycle completed within 10-days (two review cycles assumed), with 10-days between cycles for document revisions by Consultant
- NCDEQ Erosion Control Permit: Initial agency review completed within 60-days, with 10-days for document revisions by Consultant, and 20-days for additional agency review
- NCFMP No-Rise Certification: Each cycles completed within 30-days (two review cycles assumed), with 10-days between cycles for document revisions by Consultant
- NCDEQ 401 / USACE 404 Permits: Initial agency review completed within 60-days, with 10-days for document revisions by Consultant, and 20-days for additional agency review
- NCDS Authorization to Construction: Initial agency review completed within 60-days, with 20-days for document revisions by Consultant, and 40-days for additional agency review
- Meetings: Meetings shall be scheduled throughout the project in accordance with design progress

Estimated Schedule

Task	Duration (m)	Milestone Month
Data Collection	2	2
35% Design / Hydrotechnical Modeling	5	6
Spillway Modeling	6	6
70% Design	6	12
90% Design	3	16
ESC / Floodplain / 401-404 Permitting	5	21
100% Design	2	23
NCDS Permitting	6	29
Bidding Documents	1	30
Bidding	3	33

Estimated Fees

The estimated fees are outlined on the following page and provided in City-standard format on the attached pages. The estimated fee is subdivided into project tasks; however, Consultant reserves the right to utilize task fees as needed up to the total fee for Basic Services. The fee for Basic Services includes provisions for Consultant labor commensurate with the anticipated work; expenses associated with travel, community meeting exhibits, and permitting fees; and Subconsultant costs for data collection services. **The total estimated fee for Basic Services is $1,625,235.00.** Provisions for Additional Services, if needed, include up to $202,500.00, for a total contract not to exceed fee of $1,827,735.00.

Estimated fees for Additional Services are provided in the event that services not identified under Basic Services are determined to be required to complete the project. Additional Service fees were computed as follows:

- Consultant Labor: approximately 10% of the Basic Services labor fee (hourly based)
- Expenses: approximately 10% of non-permitting expenses plus 5% of permitting expenses
- Subconsultant Fees:
    - Additional Survey / SUE: approximately 15% of the Basic Services subconsultant fee
    - Additional Geotechnical Exploration: approximately 10% of the Basic Services fee
    - Easement Plats: computed fee for up to seven (7) plats, property research, and property owner coordination / contact

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Estimated Fee

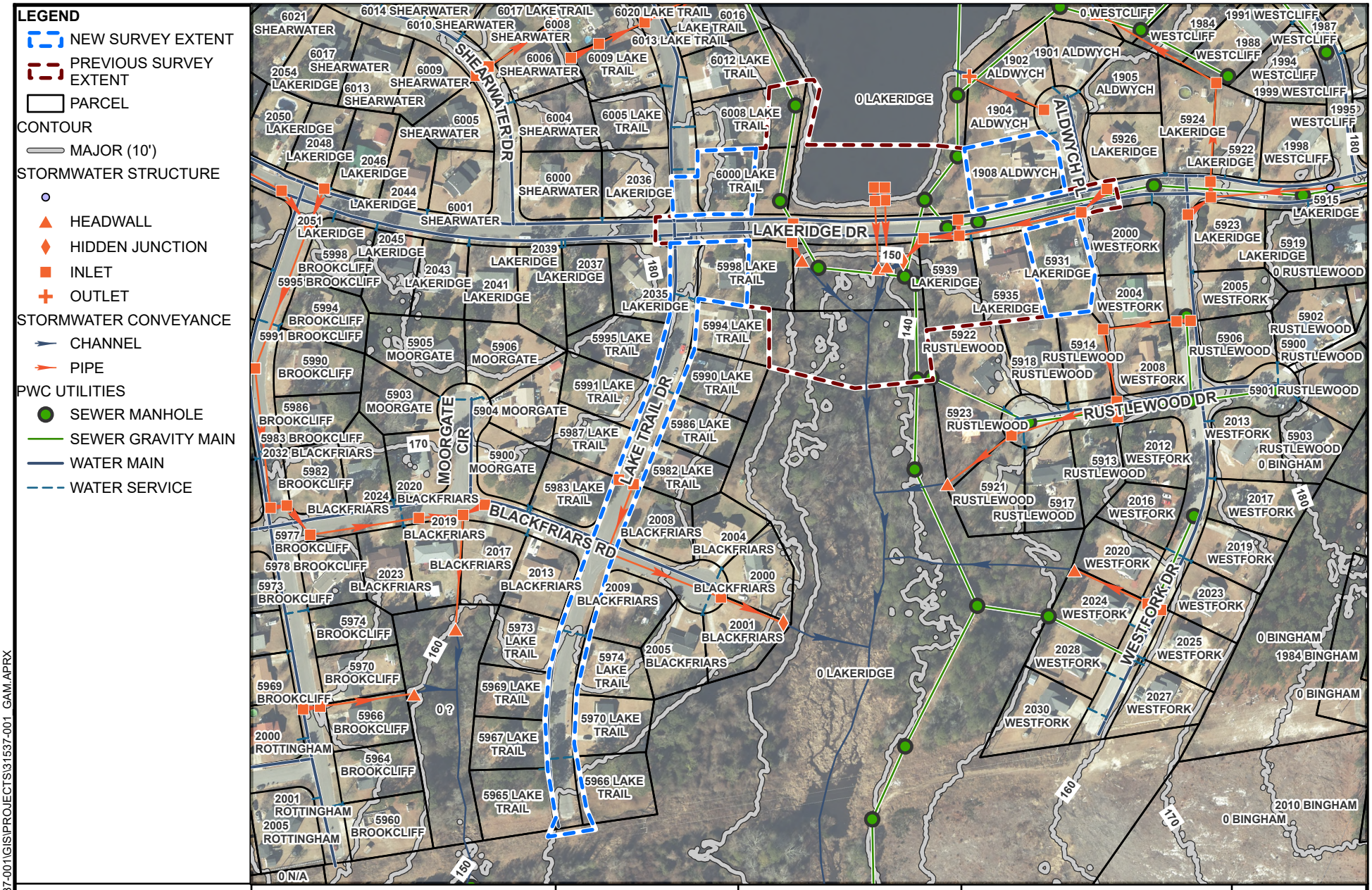
#	Activity	Consultant Labor	Expenses	Permitting Fees	Subconsultant Fee	Task Fee
Basic Services						
1	**Project Management and Meetings**	$40,000.00	$525.00		$0.00	$40,525.00
2	**Data Collection**	$22,000.00	$875.00		$215,000.00	$237,875.00
	Geotechnical Exploration				*$115,000.00*	
	Surveying				*$51,000.00*	
	SUE QL-B				*$17,000.00*	
	SUE QL-A				*$32,000.00*	
3	**Property and Easement Acquisition**	$3,000.00			$0.00	$3,000.00
4	**Community Engagement**	$33,000.00	$950.00		$0.00	$33,950.00
5	**Hydrotechnical Modeling**	$50,000.00			$0.00	$50,000.00
6	**Spillway Modeling**	$22,000.00	$1,000.00		$100,000	$123,000.00
	Physical Modeling				*$100,000*	
7	**Private Utility Coordination**	$20,000.00	$350.00		$0.00	$20,350.00
8	**PWC Utility Design and Permitting**	$200,000.00	$1,400.00	$1,000.00	$0.00	$202,400.00
9	**Detailed Design**	$690,000.00	$1,050.00		$0.00	$691,050.00
10	**Permitting and Funding**	$152,000.00	$1,025.00	$26,710.00	$0.00	$179,735.00
11	**Bidding Assistance**	$43,000.00	$350.00		$0.00	$43,350.00
Basic Services Total		**$1,275,000.00**	**$7,525.00**	**$27,710.00**	**$315,000.00**	**$1,625,235.00**
Additional Services						
12	**Additional Services**	$130,000.00	$2,500.00		$70,000.00	$202,500.00
	Additional Survey / SUE				*$15,000.00*	
	Additional Geotechnical Exploration				*$10,000.00*	
	Easement Plats (7 Plats)				*$45,000.00*	
Additional Services Total		**$130,000.00**	**$2,500.00**	**$0.00**	**$70,000.00**	**$202,500.00**
Contract Total		**$1,405,000.00**	**$10,025.00**	**$27,710.00**	**$385,000.00**	**$1,827,735.00**

Assumptions

- City shall provide selection of all preferred alternatives (as presented in the PER) prior to or at the time of NTP
- City shall advertise, plan, host, obtain, provide, and pay for all necessary public meeting accommodations, including audio-visual equipment.
- City shall assist in development of meeting advertisements and shall distribute mailers
- City shall assist in obtaining utility data and coordinating with utility owners; City shall provide utility owner contact information
- City shall provide EAP data (e.g. named individuals and contact information, property owner method of contact, equipment and material supplier information)
- City shall perform communication and / or coordination with property owners whose property is within the project area, if needed
- PWC shall provide models, GIS data, and other available information of utilities in the project area to evaluate water distribution and sanitary sewer modifications
- Permitting agency review durations

Exclusions

- Permitting assessments, applications, and fees for agencies or permits not explicitly identified in Basic Services
- Hazardous, historical, or archeological material surveys, mitigation, removal, or permitting
- Alternatives analyses; development of design new models
- Design or permitting of unforeseen conditions; City, PWC, or NCDOT-standard structures; temporary constructions, cofferdams, pumping systems, dewatering systems; private utility relocations (except ductbanks as described in Basic Services); prefabricated bridges; borrow sources; deep foundations; dredging; CLOMR / LOMR
- Internal inspection of existing ALWD spillway riser-barrel systems
- Preparation of Conformed Documents; construction administration / management; construction material testing
- Coordination with, or responding to comments from, third-party program managers
- Printing and / or distribution of hard copies of drawings (except as required for permitting) and Contract Documents



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4011 WESTCHASE BLVD
SUITE 500
RALEIGH, NC 27607

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
STORMWATER SERVICES

ARRAN LAKES WEST DAM REHABILITATION

SURVEY EXTENTS

DATE: OCT 2025

ATTACHMENT 1

PATH: O:\31537-000\31537-001\GIS\PROJECTS\31537-001_GAM.APRX

REFERENCE: CONTOURS (GENERATED FROM NCFMP DEM), ROAD NAMES / PARCELS / ADDRESSES / BUILDING FOOTPRINTS (CUMBERLAND COUNTY), AERIAL IMAGERY (NC ONE MAP, 2021)

LABOR SUMMARY

	Tasks and Descriptions	Vice President				Associate Vice President				Senior Associate				Associate				Senior Principal Engineer				Principal Engineer				Assistant Engineer				Business Analyst				Senior Princlpal Scientist				Princlpal Scientist				Assistant Scientist				Senior Principal Designer				Principal Designer				Designer			
		$331				$312				$273				$236				$194				$179				$158				$208				$194				$179				$158				$179				$168				$160			
		CT	PE	ETP	ETD	CT	PE	ETP	ETD	CT	PE	ETP	ETD	CT	PE	ETP	ETD	CT	PE	ETP	ETD	CT	PE	ETP	ETD	CT	PE	ETP	ETD	CT	PE	ETP	ETD	CT	PE	ETP	ETD	CT	PE	ETP	ETD	CT	PE	ETP	ETD	CT	PE	ETP	ETD	CT	PE	ETP	ETD
1	Project Management and Meetings	32	0	0	0	0	0	0	0	62	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	64	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	Data Collection	2	0	0	0	0	0	0	0	31	0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0
3	Property and Easement Acquisition	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0
4	Community Engagement	12	0	0	0	0	0	0	0	20	0	0	0	60	0	0	0	24	0	0	0	0	0	0	0	31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	Hydrotechnical Modeling	20	0	0	0	0	0	0	0	30	0	0	0	0	0	0	0	60	0	0	0	0	0	0	0	149	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	Spillway Modeling	4	0	0	0	4	0	0	0	16	0	0	0	0	0	0	0	20	0	0	0	0	0	0	0	71	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	Private Utility Coordination	6	0	0	0	0	0	0	0	22	0	0	0	0	0	0	0	28	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0
8	PWC Utility Design and Permitting	4	0	0	0	12	0	0	0	98	0	0	0	80	0	0	0	219	0	0	0	0	0	0	0	203	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	53	0	0	0	74	0	0	0	330	0	0	0
9	Detailed Design	68	0	0	0	52	0	0	0	344	0	0	0	324	0	0	0	300	0	0	0	506	0	0	0	784	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	98	0	0	0	468	0	0	0	702	0	0	0
10	Permitting and Funding	20	0	0	0	14	0	0	0	96	0	0	0	58	0	0	0	104	0	0	0	10	0	0	0	270	0	0	0	115	0	0	0	0	0	0	0	70	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	Bidding Assistance	16	0	0	0	0	0	0	0	34	0	0	0	8	0	0	0	36	0	0	0	12	0	0	0	78	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	Additional Services	20	0	0	0	10	0	0	0	76	0	0	0	54	0	0	0	82	0	0	0	54	0	0	0	174	0	0	0	12	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	16	0	0	0	56	0	0	0	109	0	0	0
	TOTAL CONTRACT	**204**	**0**	**0**	**0**	**92**	**0**	**0**	**0**	**834**	**0**	**0**	**0**	**584**	**0**	**0**	**0**	**899**	**0**	**0**	**0**	**582**	**0**	**0**	**0**	**1896**	**0**	**0**	**0**	**127**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**78**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**167**	**0**	**0**	**0**	**598**	**0**	**0**	**0**	**1214**	**0**	**0**	**0**

LABOR SUMMARY

	Tasks and Descriptions	Combined Totals (CT)					Previous Effort (PE)					Effort This Period (ETP)					Effort to Date (ETD)				
		Hours	Labor	Expense	Subs	TOT	Hours	Labor	Expense	Subs	TOT	Hours	Labor	Expense	Subs	TOT	Hours	Labor	Expense	Subs	TOT
1	Project Management and Meetings	170	$40,000	$525		$40,525	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
2	Data Collection	111	$22,000	$875	$215,000	$237,875	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
3	Property and Easement Acquisition	14	$3,000	$0		$3,000	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
4	Community Engagement	146	$33,000	$950		$33,950	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
5	Hydrotechnical Modeling	259	$50,000	$0		$50,000	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
6	Spillway Modeling	115	$22,000	$1,000	$100,000	$123,000	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
7	Private Utility Coordination	97	$20,000	$350		$20,350	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
8	PWC Utility Design and Permitting	1073	$200,000	$2,400		$202,400	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
9	Detailed Design	3645	$690,000	$1,050		$691,050	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
10	Permitting and Funding	757	$152,000	$27,735		$179,735	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
11	Bidding Assistance	216	$43,000	$350		$43,350	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
12	Additional Services	671	$130,000	$2,500	$70,000	$202,500	0	$0	$0	$0	$0	0	$0	$0	$0	$0	0	$0	$0	$0	$0
	TOTAL CONTRACT	**7,276**	**$1,405,000**	**$37,735**	**$385,000**	**$1,827,735**	**0**	**$0**	**$0**	**$0**	**$0**	**0**	**$0**	**$0**	**$0**	**$0**	**0**	**$0**	**$0**	**$0**	**$0**

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSULTING SERVICES

BETWEEN

CITY OF FAYETTEVILLE
FAYETTEVILLE, NORTH CAROLINA

AND

HAZEN AND SAWYER

APRIL 1, 2025

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

PROFESSIONAL SERVICES AGREEMENT
FOR ON CALL CONSULTING SERVICES

THIS AGREEMENT, effective the day April 1, 2025, by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and Hazen and Sawyer (hereinafter referred to as **CONSULTANT**), a corporation with principal business offices at 498 7th Avenue, New York, NY 10018.

W I T N E S S E T H:

WHEREAS, CITY, is engaged in the operation and maintenance of facilities and services which from time to time require revision, renovation and extension of existing facilities, and the construction of new facilities and other related projects; and

WHEREAS, the professional services of engineers, architects, surveyors and others will from time to time in the future be needed by the **CITY** in the renovation of existing facilities, and in the construction of new facilities and other related projects; and

WHEREAS, pursuant to N.C.G.S. § 143-64.31 it is the public policy of this State that municipalities announce all requirements for architectural, engineering and surveying services, to select firms qualified on the basis of demonstrated competence and qualification and to negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, CONSULTANT provides professional stormwater engineering consulting services of the nature required by the **CITY** and employs trained and experienced engineering, technical and/or other personnel possessing adequate knowledge, skills and experience to provide professional services to the **CITY**; and

WHEREAS, the parties contemplate that the on-call services of **CONSULTANT** will be performed on an as needed basis, in various stages in accordance with separate authorizations to be issued by **CITY**, and the parties desire to set forth the basic terms of their agreement in this Professional Services Agreement rather than in separate authorizations to be issued by **CITY**.

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto do hereby contract and agree as follows:

ARTICLE 1. TERM OF AGREEMENT. The term of this Professional Services Agreement for On-Call Consulting Services shall be for three (3) years from the date it is effective. The Agreement may be extended thereafter by mutual written agreement of the parties.

1.1. ASSIGNMENT. It is the intent of this Professional Services Agreement to secure the professional [type of services] services of **CONSULTANT** and failure of **CONSULTANT** for any reason to make the professional engineering services available to the **CITY** for the purposes described in this Professional Services Agreement shall be cause for termination of this Agreement. **CONSULTANT** shall not assign this Agreement without prior written consent of the **CITY**. Nothing contained in this paragraph shall prevent **CONSULTANT** from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist **CONSULTANT** in the performance of services rendered.

ARTICLE 2. COMPENSATION. CONSULTANT shall submit to **CITY** monthly invoices for services performed and accepted during that month. **CITY** agrees to pay **CONSULTANT's** monthly invoice within thirty (30) days after said invoice is received by the **CITY**. Adjustments to an invoice for billing errors may extend the time for payment. For clarity, compensation to **CONSULTANT** shall be based upon task and/or work authorizations that are provided to and agreed upon by the **CITY**. The signing of this Professional Services Agreement does not bind or obligate the **CITY** to pay **CONSULTANT** any compensation.

2.1. VERIFICATION OF INVOICES. CITY has the right to require the CONSULTANT to produce for inspection all **CONSULTANT's** time records, salaries of personnel and charges for direct expenses for which cost-plus compensation is provided. **CONSULTANT** agrees to provide **CITY** with said records on a timely basis and cooperate with **CITY** to verify the accuracy of all invoices.

2.2. NON-APPROPRIATION. Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the **CITY** are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the **CITY** to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the **CITY**.

ARTICLE 3. PROFESSIONAL STANDARDS AND DUTIES OF CONSULTANT. **CONSULTANT** shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for **CITY** as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Cumberland County, North Carolina. **CONSULTANT** agrees that the professional engineering services performed shall be in a safe and workmanlike manner in compliance with all applicable laws, ordinances and regulations or rules. In the event of a change in applicable law after the effective date of this Agreement that impacts the Services, the parties shall negotiate an amendment in good faith. All professional engineering services provided by the **CONSULTANT** which are, or must be, performed by licensed professionals, will be performed by such professionals licensed by the State of North Carolina.

3.1. CONSULTANT NOT RESPONSIBLE FOR CONSTRUCTION MEANS OR SAFETY. Notwithstanding anything to the contrary: **CONSULTANT** for general construction projects shall not be responsible for any general contractor's or other project participant's failure to fulfill their contractual responsibilities to the **CITY**, nor shall **CONSULTANT** be responsible for construction means, methods, techniques, sequences, or procedures. Neither shall **CONSULTANT** be responsible for a project safety program or safety precautions unless **CONSULTANT** sets forth a safety program which is accepted by **CITY** and becomes a part of the agreement between the parties.

3.2. CONSULTANT AS CONSTRUCTION MANAGER. In the event the **CITY** contracts with the **CONSULTANT** to provide Construction Management Services, but subject to Article 3.1, the **CONSULTANT** shall make site visits appropriate to the stage of construction to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. Subject to Article 3.1, **CONSULTANT** will endeavor to protect **CITY** against defects and deficiencies in the work of contractors and will report any observed deficiencies to **CITY**. In no event shall **CONSULTANT** be responsible for any contractor's, subcontractor's, vendor's, or other project participant's failure to comply with federal, state or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards unless it has contracted with the **CITY** to do so.

ARTICLE 4. ESTIMATES OF COST AND TIME. Although **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor's, subcontractor's, or vendor's methods of determining prices, or over competitive bidding or market conditions, nevertheless **CONSULTANT's** cost estimates and time estimates shall be made on the basis of current labor and material prices and the **CONSULTANT's** experience and qualifications, and **CONSULTANT's** estimates shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). Although **CONSULTANT** has no control over the resources provided by contractors to meet contract schedules, nevertheless **CONSULTANT's** estimates or forecast of schedules shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). **CONSULTANT** does not guarantee that project costs and schedules will not vary from the estimates and schedules given to **CITY**.

ARTICLE 5. LIABILITY, INDEMNIFICATION AND INSURANCE.

5.1. GENERAL. The **CITY** and **CONSULTANT** have considered the risks and potential liability that may exist during the performance of services by **CONSULTANT** and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, **CONSULTANT** shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

5.2 INDEMNITY & PROFESSIONAL LIABILITY INSURANCE. To the extent permitted by law, **CONSULTANT** agrees to indemnify and hold harmless the **CITY** and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims

for any injury or damage to the extent caused by any negligent or tortious act, omission or negligence of **CONSULTANT**, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the **CITY** by **CONSULTANT** does not constitute a waiver of the **CITY's** governmental immunity in any respect under North Carolina law. **CONSULTANT** agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of $1,000,000 coverage for each claim, with a general aggregate of $2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A.

5.3 INDEMNITY & GENERAL LIABILITY INSURANCE. CONSULTANT agrees to indemnify and hold the **CITY**, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of **CONSULTANT, CONSULTANT's** employees, and **CONSULTANT's** subcontractors, for whom **CONSULTANT** is legally responsible during the performance of services under this Agreement. **CONSULTANT** shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance ("CGL") with combined single limits of $1,000,000.00 coverage for each occurrence with a general aggregate of $2,000,000.00, designating the **CITY** as an additional insured and which said insurance provides **CONSULTANT** with insurance for contractual liability which **CONSULTANT** has assumed pursuant to the terms of this Agreement.

5.4. OTHER INSURANCE. In addition to professional liability insurance and commercial general liability insurance set forth above, **CONSULTANT** further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- Worker's Compensation Insurance as required by North Carolina law and said policy shall also afford coverage to **CONSULTANT** for employer's liability.
- Automobile liability insurance with $1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- The CGL policy required above shall include independent contractor liability coverage.
- If applicable, the CGL policy required above shall provide **CONSULTANT** with products and completed operations insurance. Said coverage is to be written on an occurrence basis, with coverage extended for such a period of time in which suits can be filed before the running of the statute of limitations, on any claim for injury to person or property due to negligence of **CONSULTANT** in the design of any building designed by the **CONSULTANT** under the terms of this Agreement.

5.5. CERTIFICATES OF INSURANCE. CONSULTANT shall provide to **CITY**, within a reasonable time after request, certificates from the insurer(s) indicating the amount of insurance coverage, the nature of such coverage, and the expiration date of the policy for each of the insurance coverage requirements contained in Article 5.

ARTICLE 6. INDEPENDENT CONTRACTOR. CONSULTANT is an Independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an Independent Contractor at all times. **CONSULTANT** shall be wholly responsible for the methods, means and techniques of performance. **CITY** shall have no right to supervise methods and techniques of performance employed by **CONSULTANT**, but **CITY** shall have the right to observe such performance.

ARTICLE 7. COMPLIANCE WITH LAWS. CONSULTANT agrees that in performing services pursuant to this Agreement to comply with all applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards. **CONSULTANT** shall be responsible for procuring all permits, certificates, and licenses necessary to allow **CONSULTANT** to perform services under this Agreement. **CONSULTANT** shall not be responsible for procuring permits required for the construction of any building, unless such responsibility is specifically agreed to by **CONSULTANT**.

ARTICLE 8. CITY'S RESPONSIBILITIES. CITY will furnish to **CONSULTANT** all of **CITY'S** requirements for the project, including, but not limited to, scope of work, program, time constraints, schedule milestones, financial constraints, design objectives and design constraints, which are available to the **CITY** or which the **CITY** can reasonably obtain to furnish to **CONSULTANT** to enable **CONSULTANT** to respond to **CITY**. Additionally, the **CITY** shall also be responsible for the following:

- Make final decisions utilizing information supplied by **CONSULTANT**.
- Designate personnel to represent **CITY** in matters involving the relationship between **CITY, CONSULTANT** and third parties.
- Provide such accounting, independent cost estimating, and insurance counseling services as may be required by the project.
- Provide such legal services as **CITY** may require or **CONSULTANT** may reasonably request with regard to legal issues pertaining to the project, including those which may be raised by contractors, subcontractors, vendors or other project participants.
- Enter into contracts for the purchase, construction, or other services with contractors, subcontractors, and vendors.
- Provide financing for the project and make all payments in accordance with the terms of the contract.

ARTICLE 9. TERMINATION OF CONTRACT FOR CAUSE. In the event of substantial failure by **CONSULTANT** to perform in accordance with the terms of this contract, the **CITY** shall have the right to terminate **CONSULTANT** upon ten (10) calendar days' written notice in which event **CONSULTANT** shall have neither the obligation nor the right to perform further services under this contract nor shall the **CITY** be obligated to make any further payment for work that has not been performed. **CONSULTANT** shall provide the **CITY** all reports, surveys or other related documents upon the **CITY's** request.

ARTICLE 10. TERMINATION OF CONTRACT FOR CONVENIENCE. Upon thirty (30) calendar days' written notice to **CONSULTANT, CITY** may, without cause and without prejudice to any other right or remedy legally available to the **CITY**, terminate this Agreement.

Upon such notice, **CONSULTANT** shall have neither the obligation nor the right to perform services under this Agreement nor shall the **CITY** be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, **CONSULTANT** shall be paid for the completed executed in accordance with this Agreement prior to the effective date of termination. Additionally, upon mutual agreement, **CONSULTANT** may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur thirty (30) days after the written notice is sent by the **CITY**. Upon request by the **CITY**, **CONSULTANT** shall provide to the **CITY** all reports, surveys or other related documents upon the **CITY's** request and at the **CITY's** cost. **CONSULTANT** has no liability for **CITY's** use of incomplete reports, surveys or related documents.

ARTICLE 11.1 NONDISCLOSURE OF PROPRIETARY INFORMATION. **CONSULTANT** shall consider all information provided by **CITY** and all drawings, reports, studies, calculations, plans, specifications, and other documents resulting from the **CONSULTANT'S** performance of the services to be proprietary, unless such information is available from public sources. **CONSULTANT** shall not publish or disclose proprietary information for any purposes other than the performance of the services without the prior written authorization of **CITY**. **CONSULTANT** shall not make any written or verbal statement to any press or news media concerning the Project without the written authorization of **CITY**.

ARTICLE 11.2 OWNERSHIP OF DOCUMENTS. All documents, including drawings and specifications prepared by CONSULTANT pursuant to this AGREEMENT, are instruments of service in respect of the Project and are owned by CONSULTANT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability to CONSULT ANT. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CITY and CONSULTANT. Such documents shall be kept confidential by CITY.

ARTICLE 12. NOTICE. Any formal notice, demand, or request required by or made in connection with this agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CITY: **CITY OF FAYETTEVILLE**
ATTENTION: DOUGLAS J HEWETT
CITY MANAGER
433 HAY STREET
FAYETTEVILLE, NORTH CAROLINA 28301

TO CONSULTANT: **HAZEN AND SAWYER**
ATTENTION: MATTHEW JONES
VICE PRESIDENT

4011 WestChase Blvd., Suite 500
Raleigh, NC 27607

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of **CONSULTANT** and **CITY**.

ARTICLE 13. FORCE MAJEURE. Neither party shall be deemed to be in default of its obligations hereunder or responsible for any delay or failure of performance if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

ARTICLE 14. GOVERNING LAW. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

ARTICLE 15. MISCELLANEOUS.

15.1. NONWAIVER FOR BREACH. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

15.2. PRECEDENCE. In the event of any conflict or discrepancy between the terms of this Agreement and the specific written authorization to proceed pursuant to this Agreement, then the written authorization to proceed shall be given precedence over this Agreement in resolving such conflicts or discrepancies. If any conflict or discrepancy is discovered by either party hereto, then the written authorization to proceed, or this Agreement, shall be modified or amended, as necessary.

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

15.4 STATUTE OF LIMITATIONS. No action, regardless of form, arising out of this Agreement may be brought by either party after the applicable statute of limitations giving rise to the alleged cause of action.

ARTICLE 16. INTEGRATED AGREEMENT. The **CITY**'s authorization to proceed and this Professional Services Agreement for Consulting Services shall be integrated into and shall become the integrated agreement between the parties. **CONSULTANT** and **CITY** agree that all prior negotiations, representations, letters, agreements, understandings, or other communications between them, whether written or oral, are hereby merged into the Agreement

and that the Agreement supersedes all such prior negotiations, contracts and/or agreements. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both **CONSULTANT** and **CITY**.

ARTICLE 17. BENEFITS LIMITED TO PARTIES. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than **CITY** and **CONSULTANT**.

17.1. LIMITATIONS. CONSULTANT's total liability to CITY under each authorization shall not exceed the total compensation paid under the authorization, or $1,000,000, whichever is greater. In no event shall CONSULTANT's total liability in the aggregate, for all services under this agreement, exceed $4,000,000. Limits set forth in this agreement shall include any and all causes, but not limited to negligence, errors, omissions, warranty, indemnity, provided, however, that the foregoing limitation shall not apply to any indemnity obligations of consultant with respect to third party personal injury and death or damage to third party property.

ARTICLE 18. VENUE AND FORUM. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the Parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the Parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

ARTICLE 19. E-VERIFY. CONSULTANT hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. **CONSULTANT** further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statues, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). **CONSULTANT** hereby pledges, attests and warrants through execution of this Agreement that **CONSULTANT** complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statues and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by **CONSULTANT** shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

ARTICLE 20. MORALITY CLAUSE. If, in the sole opinion of the **CITY**, at any time **CONSULTANT** or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more of the actions below, the **CITY** may immediately upon written notice to **CONSULTANT**, terminate this Agreement, in addition to any other rights and remedies that the **CITY** may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;

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

ARTICLE 21. DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR THAT INVEST IN IRAN CERTIFICATION. **CONSULTANT** certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. § 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, **CONSULTANT** further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the **CITY** for any and all damages, costs and attorneys' fees incurred by the **CITY** in connection with any valid claim, brought by a third party, that this Agreement or any part thereof is void due to **CONSULTANT** appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

ARTICLE 22. CITY'S TERMS SUPERSEDE. To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

ARTICLE 23. SURVIVAL OF TERMS. All warranties, covenants, and representations contained within this Agreement and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this Agreement. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Agreement or other applicable work undertaken in furtherance of this Agreement.

ARTICLE 24. NON-DISCRIMINATION. **CONSULTANT** agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

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

ATTEST:

JENNIFER L. AYRE
6/25/2025
City Clerk

CITY OF FAYETTEVILLE

DR. DOUGLAS J. HEWETT, ICMA-CM
City Manager

DATE: 6/25/2025

HAZEN AND SAWYER

BY: _____

PRINT: Matthew Jones

TITLE: Vice President

DATE: June 3, 2025

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

TIFFANY R. MURRAY
Chief Financial Officer

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 25-5030

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A5

TO: **Mayor and Members of City Council**

THRU: **Kelly Strickland, Assistant City Manager**

FROM: **Tyffany L. Neal, MPA, Transit Director**

DATE: **February 9, 2026**

RE:
Approve FAST's 2026 Public Transportation Agency Safety Plan (PTASP) Update

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal IV: Desirable Place to Live, Work and Recreate

Executive Summary:
Council is asked to approve FAST's 2026 Public Transportation Agency Safety Plan (PTASP) update.

In July 2018, FTA published the PTASP Final Rule which is intended to improve public transportation safety by guiding transit agencies to more effectively and proactively manage safety risks in their systems. As a recipient of FTA's Section 5307 Grant Program, FAST was required to develop a safety plan that included the processes and procedures to implement Safety Management Systems (SMS).

In April 2024, FTA published the first major update to the PTASP regulation. These updates are a part of a continuing effort to improve transit safety performance on federally supported transit systems, and PTASP is the first rule finalized by FTA to make transit safer for both transit workers and passengers.

The attached PTASP has been updated to ensure compliance with the final rule. This annual update includes FAST's 2025 safety event totals, improved safety performance monitoring and assessments (i.e. Operator assaults, etc.), and the strategies to reduce safety risks.

Transit is requesting approval of the plan and authorization by City Council.

Background:
On November 15, 2021, President Biden signed into law the Bipartisan Infrastructure Law which authorizes $108 billion over the next five (5) years for public transportation. This law will support federal public transportation programs in funding, as well as enhance State Safety Oversight (SSO) programs by protecting transit workers and riders from

injuries thus ensuring safe access to transit. Additional SSO updates will improve safety training, work to reduce assaults on vehicle operators, encourage development of transit agency safety plans and institute measures to reduce vehicular and pedestrian accidents involving transit buses.

On September 25, 2024, FTA issued a general directive that requires transit agencies subject to FTA's PTASP regulation to conduct a safety risk assessment, identify safety risk mitigations or strategies and provide information to FTA on how they are assessing, mitigating and monitoring the safety risk associated with assaults on transit workers.

The data and measures contained within FAST's 2026 PTASP is based of calendar year 2025's reportable safety data and reports to FTA's National Transit Database (NTD). This update allows FAST to improve its performance targets and expectations. In comparison to the safety data reported in FAST's 2022 PTASP, FAST has made several improvements in overall totals and percentages of reportable injuries, safety events and overall system reliability.

Issues/Analysis:
FAST currently has an established Safety Committee comprised of frontline employees. FAST is required to certify compliance of the updated PTASP to remain eligible for receipt of federal transit funds. Failure to comply with a requirement of the rule subjects FAST to a range of FTA enforcement options (depending upon the circumstances) including the ineligibility of receipt of FTA grant funding.

Budget Impact:
There is no budget impact as a result of this update.

Options:
1) Approve FAST's 2026 PTASP update.

2) Do not approve FAST's 2026 PTASP update and provide further guidance to staff.

Recommended Action:
Staff recommends that Council move to approve FAST's 2026 Public Transportation Agency Safety Plan (PTASP) as presented.

Attachments:
Proposed 2026 Public Transportation Agency Safety Plan (PTASP) Update

Public Transportation Agency Safety Plan (PTASP)

FAST
FAYETTEVILLE AREA SYSTEM OF TRANSIT

January 2026

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Section 1. About FAST

General Information

Fayetteville Area System of Transit (FAST)
455 Grove Street
Fayetteville, NC 28301
www.rideFAST.net

Accountable Executive (AE): Tyffany Neal, Transit Director

Chief Safety Officer (CSO): Dawn Dula, Assistant Transit Director

FTA Funding Sources: Urbanized Area Formula Grant Program (Section 5307)

Modes of Service Directly Provided:
☒ Bus (MB)
☒ Demand Response (DR)
☒ FAST does not provide transit services on behalf of another transit agency/entity.

History
Fayetteville Area System of Transit (FAST) is the City of Fayetteville's (CoF) public transportation system. FAST began in 1976 when the CoF assumed operations from a private transportation system operated by the Cape Fear Transit Bus Company. Cape Fear Transit provided3service in Fayetteville, as well as Little Rockfish in Hope Mills. It operated seven days a week, from 5:30 AM to midnight, with a fleet size of 23 buses and 20 bus operators.

Post-COVID, FAST operates a fleet of 32 fixed-route buses on 18 routes to provide service Monday through Friday from 5:00 AM to 7:30 PM, Saturday from 8:00 AM to 7:30 PM, and on Sunday from 9:00 AM to 7:30 PM. In addition, 22 FAST*Trac!* vehicles provided paratransit service to customers with disabilities who are unable to use the fixed-route system.

Today, FAST operates a reduced schedule providing efficient transit service close to 1.6 million customer trips annually. As a result, citizens of Fayetteville have better access to jobs, medical facilities, shopping and recreation opportunities. FAST provides a critical link to economic development and a better quality of life in Fayetteville. One thing that has not changed is FAST's mission and commitment to providing safe and affordable transportation services to more than 6,000 daily customers.

FAST's Safety Plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Agency Safety Program (PTASP) and the National Public Transportation Safety Plan (NSP).

Section 2. Plan Development, Approval and Updates

Name of Entity That Drafted This Plan	Fayetteville Area System of Transit (FAST)	
Signature by the Accountable Executive	**Signature of Accountable Executive**	**Date of Signature**
		01.26.26
Approval by the Board of Directors or an Equivalent Authority	**Name of Individual/Entity That Approved This Plan**	**Date of Approval**
	City of Fayetteville - City Council	01.26.26
	Relevant Documentation (title and location)	
	City of Fayetteville - City Council Minutes 01.26.26 City Clerk's Office	
Certification of Compliance	**Name of Individual/Entity That Certified This Plan**	**Date of Certification**
	North Carolina Department of Transportation (NCDOT)	
	Relevant Documentation (title and location)	

Version Number and Updates

Record the complete history of successive versions of this plan.

Version Number	Section/Pages Affected	Reason for Change	Date Issued
1	Section 6 (Pgs 25-28) Section 7 (Pgs 32-33)	FTA Dear Colleague Letter	02.17.22
2	All	Annual Update	11.28.22
3	All	Annual Update	01.26.26

Annual Review and Update of the Public Transportation Agency Safety Plan

Below is the process and timeline for FAST to conduct an annual review and update of its Public Transportation Agency Safety Plan PTASP).

In identifying the necessary steps for FAST to conduct an annual review and update of this PTASP, FAST will make the review the following key components of this plan at the end of each fiscal year:

1. Does this PTASP address all relevant requirements, particularly the PTASP regulation? Has the regulation been modified within the since the review of the last PTASP?

2. Does this PTASP reflect our transit system as it operates today?

3. Are the activities and processes described within this plan suitable to manage safety at FAST?

When modifications are made to FAST or within the CoF which affect any component of this PTASP upon annual review, the current PTASP will be reviewed, revised and resubmitted to the AE (indicated above) and CoF City Council for approval.

Section 3. Safety Performance Targets (SPTs)

Safety Performance Targets *Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.*							
Mode of Transit Service	**Fatalities**	**Fatalities (per 100K VRM)**	**Injuries**	**Injuries (per 100K VRM)**	**Safety Events**	**Safety Events (per 100K VRM)**	**System Reliability (VRM between Failures)**
Fixed Route	0	0	12	0.99	39	3.20	4,264
ADA/Paratransit	0	0	1	0.27	13	3.46	20,350

Performance Measures:

- **SAFETY PERFORMANCE MEASURE: FATALITIES**
  - Fatalities – Loss of life
  - Fatalities per 100K Vehicle Revenue Miles (VRM) - Total reported fatalities multiplied by 100K VRM divided by annual expected VRM
    - Customers, employees and the general public
      - Fixed Route – Zero (0) reportable fatalities during the past calendar year
      - ADA/Paratransit - Zero (0) reportable fatalities during the past calendar year
    - Future Targets (2026)
      - Fixed Route – Zero (0) reportable fatalities within the 2026 calendar year
      - ADA/Paratransit - Zero (0) reportable fatalities within the 2026 calendar year
- **SAFETY PERFORMANCE MEASURE: INJURIES**
  - Injuries - Events that involve any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operation
  - Injuries per 100K Vehicle Revenue Miles (VRM) - Total reported injuries multiplied by 100K VRM divided by annual expected VRM
    - Customers, employees and the general public
      - Fixed Route - Twelve (12) reportable injuries during the past calendar year
      - ADA/Paratransit - One (1) reportable injury during the past calendar year
    - Projected Targets (2026)
      - Fixed Route – Ten or more percent (10%+) decrease in reportable injuries (per 100K VRM) during the 2026 calendar year
      - ADA/Paratransit – One-half of a percent (0.5%+) or more decrease in reportable injuries (per 100K VRM) during the 2026 calendar year

- **SAFETY PERFORMANCE MEASURE: SAFETY EVENTS**
    - Safety Events – Events occurring on transit right-of-way or infrastructure, at a transit revenue maintenance facility, during a transit related maintenance activity or involving a transit revenue vehicle
    - Safety Events per 100K Vehicle Revenue Miles (VRM) - Total reported safety events multiplied by 100K VRM divided by annual expected VRM
        - Customers, employees and the general public
            - Fixed Route – Thirty-nine (39) reportable safety events during the past calendar year
            - ADA/Paratransit – Thirteen (13) reportable safety event during the past calendar year
            - Maintenance – Zero (0) reportable safety events during the past calendar year
        - Projected Targets (2026)
            - Fixed Route – Ten or more percent (10%+) decrease in reportable safety events during the 2026 calendar year
            - ADA/Paratransit - One-half of a percent (0.5%+) or more decrease in or less reportable safety events during the 2026 calendar year
            - Maintenance - Zero (0) reportable safety events during the 2026 calendar year
- **SAFETY PERFORMANCE MEASURE: SYSTEM RELIABILITY**
    - System Reliability – Mean distance between major mechanical failures
    - Relationship with Transit Asset Management (TAM) Plan – State of Good Repair (SGR)
        - Customers, employees and the general public
            - Fixed Route – Four Thousand two hundred and sixty-four (4,264) VRMs between failures reported during the past calendar year
            - ADA/Paratransit – Twenty thousand three hundred and fifty (20,350) VRMs between failures reported during the past calendar year
        - Projected Targets (2026)
            - Fixed Route – Ten percent (10%) increase in mean distance between failures (MDBF) during the 2026 calendar year
            - ADA/Paratransit - Ten percent (10%) increase in mean distance between failures (MDBF) during the 2026 calendar year

Safety Performance Target Coordination *Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.*		
FAST will present its SPTs to Fayetteville Area Metropolitan Planning Organization (FAMPO) for review and adoption by the Transportation Policy Board.		
Targets Transmitted to the State	**State Entity Name**	**Date Targets Transmitted**
	NCDOT	January 2026
Targets Transmitted to the Metropolitan Planning Organization(s)	**Metropolitan Planning Organization (MPO) Name**	**Date Targets Transmitted**
	FAMPO	January 2026

Section 4. Safety Management Policy (SMP)

Safety Management Policy Statement

FAST strives to provide safe, reliable, comfortable and innovative transportation options to every member of the community. The PTASP has been developed to integrate safety into all FAST operations. By using the procedures contained within the PTASP, FAST continues to improve the safety and security of its operation and services.

This PTASP describes the policies, procedures and requirements to be followed by management, maintenance and operations personnel to provide a safe environment for FAST employees, customers and the general public. The goal of this safety plan is to eliminate the human and fiscal cost(s) of avoidable personal injuries and vehicle accidents and incidents.

A key to the success of this effort is for employees to be aware they are accountable for safely performing the requirements of their position. The success of the program also depends on all employees actively identifying potential hazards and making a commitment to the safety of others. FAST's Director and Leadership Team (LT) provide the continuing support necessary to achieve the PTASP objectives as each division within FAST has a responsibility under the PTASP.

FAST is aware that decisions and actions made by its employees often affect the safety of those within FAST, the CoF and surrounding communities. By following the processes described in the PTASP, FAST remains committed to the improved performance and safety of the system while creating a culture of safety, as a whole.

FAST's commitment is to:

- **Support** the management of safety through the provision of appropriate resources that results in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication and actively manages safety with the same attention to results as the attention to the results of the other management systems within the organization
- **Integrate** the management of safety among the primary responsibilities of all leadership and employees
- **Clearly define** the accountabilities and responsibilities for the delivery of FAST's safety performance and Safety Management System (SMS) for all staff, managers and employees alike
- **Establish and operate** hazard identification and analysis, and safety risk evaluation activities--including an employee safety reporting program as a fundamental source for safety concerns and hazard identification--to eliminate or mitigate the safety risks of the consequences of hazards

resulting from FAST operations or activities to a point which is consistent with an acceptable level of safety performance

- **Ensure** no action is taken against any employee who discloses a safety concern through the employee safety reporting program unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence or deliberate or willful disregard of regulations or procedures
- **Comply** with and, wherever possible, exceed legislative and regulatory requirements and standards
- **Ensure** sufficient trained and skilled human resources are available to implement safety management processes
- **Ensure** all staff are provided adequate and appropriate safety-related training and information, competent in safety management matters and allocated tasks only commensurate with the skills required with their position
- **Establish and measure** safety performance against realistic and data-driven safety performance indicators and targets
- **Continually improve** safety performance through management processes which ensure appropriate safety management action is taken and effective
- **Ensure** externally supplied systems and services are delivered, meeting established safety performance standards, to support operations

FAST's Safety Goals are established:

In collaboration with the CoF, FAST will operate its transportation system which achieves an optimum level of safety (exceeding the safety performance of other transit systems of a similar size within the United States)

- To identify and evaluate, then eliminate or control, hazards to employees, customers and the general public
- To meet or exceed all government and industry occupational health and safety standards and practices
- To maximize the safety of future operations by affecting the design and procurement processes

The objectives of the PTASP are the means to achieving its goals. They also provide a method of evaluating the effectiveness of FAST's safety efforts.

FAST's Safety Objectives are established to:

- Integrate safety management and hazard control practices in each division within FAST
- Assign responsibilities for developing, updating, complying with and enforcing safety policies, procedures and requirements

- Verify compliance with FAST safety policies, procedures and requirements through performance evaluations, accident/incident trends and internal audits
- Investigate all reported accidents and incidents, including identifying and documenting the causes for the purpose of implementing corrective action, to prevent recurrences
- Increase investigation and systematic documentation of all reported near misses
- Identify, analyze and resolve safety hazards in a timely manner
- Minimize system modifications, during the operational phase, by establishing and utilizing safety controls at system design and procurement phases
- Ensure system modifications do not create new hazards
- Train all supervisors and employees regarding the safety components of each job function

As Accountable Executive, I understand the need for FAST to establish and maintain a strong safety culture which requires strong leadership and management commitment to safety. FAST's leadership and management commitment to safety involves demonstrating safety as a priority through our everyday actions. Safety truly is our top priority and takes these commitments seriously, as the lives of FAST's customers, employees and the general public depend on our ability to operate in a culture of safety.

_____ _____

Accountable Executive (Print Name) Date

_____

Accountable Executive (Signature)

Safety Management Policy Communication

FAST realizes the importance of ensuring its employees and customers are aware of its safety management policies and procedures to effectively manage the system's day-to-day operations. To do this, FAST relies on several forms of effective communication (as noted below):

Employees: FAST is constantly evaluating existing policies and procedures to verify effectiveness. To do this, FAST seeks input from its staff, and other CoF departments, to determine if change is necessary based on trends, data analysis, operational changes or new assets. Several methods are used to communicate policy and/or procedure changes to staff including:

- Printed materials
- Automated communication systems
- Electronic materials
- Intranet
- Employee email notification
- Departmental meetings

Prior to the implementation of changes to FAST's safety management policies impacting safety or service delivery, training is provided to all affected employees and conducted before the policy effective date. New policies and procedures are incorporated into new hire orientation training for probationary employees, as well. Depending on the importance of the policy or procedure change, an acknowledgement signature is required of each employee verifying an understanding of the change.

Customers: Several methods are used to communicate policy and/or procedural changes to current and future customers including:

- Printed materials posted on vehicles and facilities including effective date and who to contact for more information
- Changes to digital customer guidance including schedules and ride guides as appropriate
- Public Meetings
- Social Media
- Any services impacted by policies changes will include outreach as required by Federal Guidance

Authorities, Accountabilities and Responsibilities

As mentioned in the Safety Management Policy Statement, the ultimate authority for the success of this PTASP falls to the Accountable Executive (AE). The Chief Safety Officer (CSO), the administration and management team, as well as, employees fulfilling their commitment to safety on a day-to-day basis support the AE.

Accountable Executive (AE): The Accountable Executive determines, based on feedback from senior staff, the level of Safety Management System (SMS) principles to maintain and ensure a safe work environment, customer experience and community safety. FAST's AE is committed to providing employees with the training and resources necessary to be safe and successful in each role within FAST. The AE continually strives

to create a culture of safety amongst employees and expects each employee to play a role in maintaining a safe workplace.

The AE is accountable for ensuring that FAST's SMS is effectively implemented throughout the CoF's public transportation system. The AE is accountable for ensuring action is taken, as necessary, to address substandard performance in the FAST's SMS. He/She may delegate specific responsibilities, but the ultimate accountability for FAST's safety performance cannot be delegated and always rests with the AE.

The current AE, Tyffany Neal, is also the Transit Director and has ultimate responsibility for carrying out the PTASP for FAST; responsibility for carrying out the FAST's Transit Asset Management (TAM) Plan; and control/direct the human and capital resources needed to develop and maintain both FAST's PTASP (in accordance with 49 U.S.C. § 5329(d)) and the FAST's TAM Plan (in accordance with 49 U.S.C. § 5326).

Chief Safety Officer (CSO): FAST has concluded that a single CSO will be sufficient to manage the day-to-day adherence to this plan and, while in this role, report directly to the AE. The CSO monitors safety and security throughout the organization including sub-contractors. All divisions have been notified of the CSO's role and the established reporting requirements regarding safety-related matters. The CSO has been adequately trained for this role and has the authority and responsibility for day-to-day implementation and operation of FAST's SMS. Along with CSO responsibilities, the CSO, will be determined.

FAST's CSO is responsible for the following:

- Developing and maintaining SMS documentation
- Directing hazard identification and safety risk assessment
- Monitoring safety risk mitigation activities
- Providing periodic reports on safety performance
- Briefing the Accountable Executive, City's Executive Team (City Manager and/or Assistant City Managers) and City Council on SMS implementation progress
- Planning safety management training

Role of Staff to Develop and Manage Safety Management Systems (SMS)

Accountable Executive

The Accountable Executive (AE), who also serves as Transit Director, works with the Chief Safety Officer (CSO) and Leadership Team (LT) to revise the PTASP, as necessary, based on staff feedback, trends and data analysis. The AE is vested with the primary responsibility for the activities of FAST and its overall safety performance. The AE fulfills these responsibilities by providing the resources necessary to achieve PTASP goals and objectives and exercising the approval authority for system modifications as warranted. The AE also sets the agenda and facilitates the cooperative decision-making of the LT.

Chief Safety Officer (CSO)

For purposes of managing the SMS and PTASP, the CSO reports safety strategies, policies and goals for maintaining safety and security for customers, employees and the

general public directly to the AE. The CSO monitors day-to-day operations and work with staff to identify and mitigate risk through evaluation, feedback and data analysis.

Supervisors
Supervisors are responsible for the safety performance of all personnel and equipment under their supervision. They are responsible for the initial investigation of all accidents, incidents and injuries, and for reporting such to FAST's Safety & Training Coordinator (S&TC), the LT and the City's Risk Coordinator, Health and Safety Manager.

Employees
All FAST personnel are responsible for performing work safely and following established safety-related rules, procedures and work practices. This includes reporting all accidents, incidents, injuries and hazards to their supervisor per established requirements for the protection of themselves, co-workers, customers, facilities and equipment.

Key Staff
FAST staff is responsible for maintaining high standards of safety, customer service and security. Administrative staff is instrumental in ensuring action is taken to reduce risk and the whole system is continuously monitored to ensure actions are effective and appropriate.

FAST staff is involved with updates, modifications and implementation of the PTASP. Each staff member brings a valued perspective to the development of policies and procedures he/she is expected to implement. Every opportunity is granted for employees and customers to provide input to increasing safety at FAST. Those opportunities include monthly All-Employee meetings, safety training, and an open-door policy with access to all management staff.

Employee Safety Reporting Program (ESRP)

To ensure success, FAST has worked with the City's Safety Office to develop and implement an ESRP to enable employees to report any risk (or perceived risk) to a supervisor, CSO or LT member. The ESRP defines the employees' role in identifying and mitigating risk through open communication to superiors (including the AE and CSO). As stated in the Safety Management Policy Statement, FAST is determined to provide a safe working environment for its employees, customers and the general public.

The ESRP allows each employee to report detailed information and observations no matter what position they hold within the organization. This program dovetails with other methods currently in place to proactively identify hazards or threats. Those methods include, but are not limited to, the following:

- Pre-/Post-Trip Inspections
- Preventive Maintenance Inspections (PMIs)
- Employee Evaluations
- Facility Maintenance Plan
- Service Evaluation and Planning Program
- Training Program
- Customer and Public Complaint/Compliment Process

- Safety and Employee Meetings
- Accident/Incident Policies
- Safety Committee

Hazard Reporting Process (HRP)
The HRP is a proactive reporting method established to identify a perceived threat or hazard, potentially endangering employees, customers or the general public. FAST has developed an Employee Incident Form used to classify and provide information about hazards observed by FAST employees while on-duty. The form identifies vital information to assist employees in determining an action to mitigate the threat or hazard identified. This form is not meant to replace safety documentation currently utilized for accidents, incidents and injuries but, rather, to be used in conjunction with such forms. The Employee Incident Form, located in Appendix One (1).

As of December 2022, all FAST employees will receive at least one (1) hour of training on the procedures associated with the Employee Safety Event Reporting. This training will cover, and is not limited to, the following components:

- Role of staff within the Hazard Reporting Process
- Hazard assessment(s)
- Procedures for Use of the Employee Incident Form
- Critical information required on the Employee Incident Form
- Notification Process (depending on the hazard)
- Levels of likelihood of repeat hazards/threats
- Follow-Up process to determine effectiveness of mitigation
- Employee Incident Form locations within all FAST facilities
- Understanding of Occupational Safety and Health Administration (OSHA)

The following is also used as part of the ESRP.

Immediate Action Required
If a hazard is identified and perceived to be a risk to employees, co-workers, customers or the general public, FAST employees are expected to immediately report such to the supervisor on-duty. Once reported, the employee must determine if immediate action is necessary to prevent additional risk. If so, employees are expected to communicate with the supervisor before taking action (if time permits). Once such action(s) has/have been taken to mitigate the potential harm, employees are expected to advise the on-duty supervisor of the results of such actions. Prior to the conclusion of the employee's shift, the employee is required to complete the Employee Statement Form and submit such to the on-duty supervisor.

Delayed Action Required
If a hazard is identified and perceived to be a risk to employees, co-workers, customers or the general public, FAST employees are expected to immediately report such to the supervisor on-duty. Once reported, the employee must determine if immediate action is necessary to prevent additional risk. If not, employees are expected to communicate with the supervisor. Once notified, the on-duty supervisor will follow-up on the reported

hazard/risk. Prior to the conclusion of the employee's shift, the employee is required to complete the Employee Statement and submit such to the on-duty supervisor.

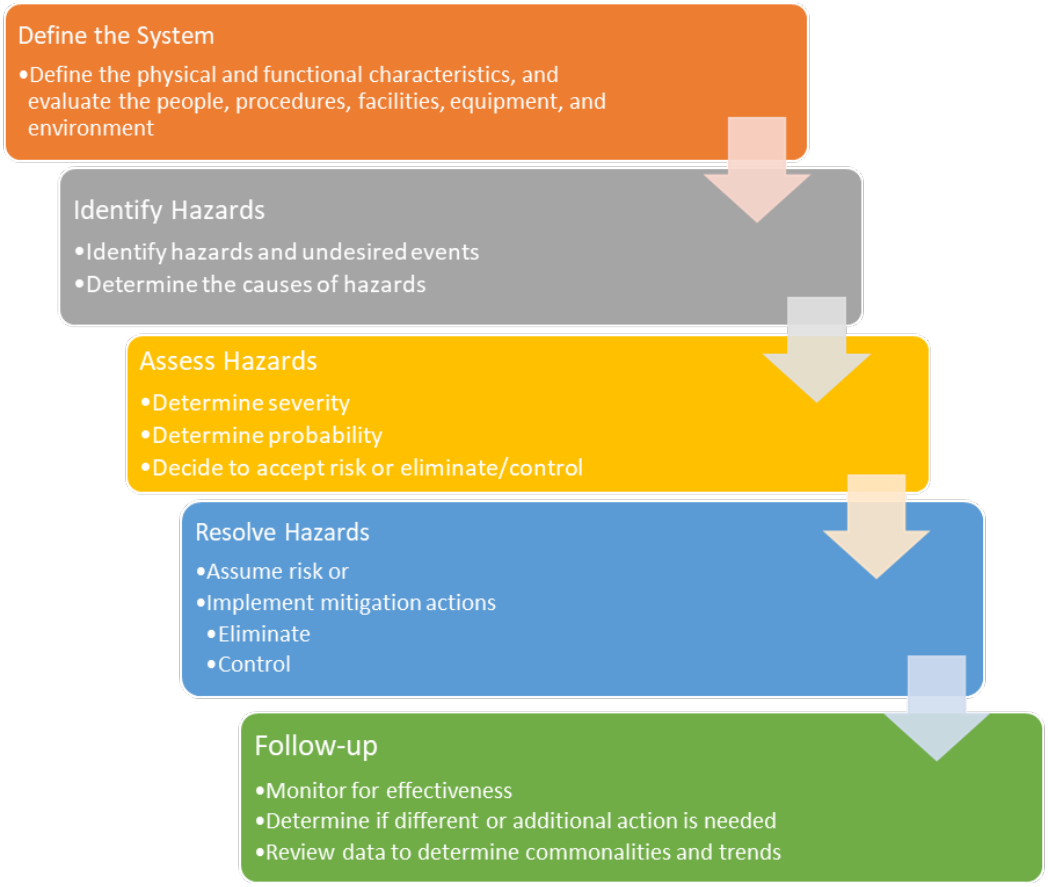
Role of the Supervisor
The on-duty supervisor is responsible for advising employees of the immediate or delayed action(s) necessary to mitigate an identified or perceived hazard. The supervisor must then review the Employee Statement to ensure all information is included adding additional information, if necessary, from his/her perspective. Once the documentation is complete, it must be reviewed by the CSO to investigate root cause(s) of hazard, determine "next steps" (action) necessary and follow-up.

FAST's CSO is responsible for determining the status of each hazard reported. In some cases, hazards may be identified and unable to be resolved; however, actions are taken to reduce the risk of the hazard. It is FAST's goal to eliminate all identified hazards, if and whenever possible. Some hazards may require continuous monitoring to ensure the hazard does not elevate to an action level.

All hazards reported are documented and integrated into current performance measures and data collection. The CSO tracks each hazard, until resolved, and recommend policy and/or procedural changes, if needed, as a result of the hazard mitigation.

Responsibility of FAST
FAST takes every reported hazard/threat seriously and investigates each to determine if such is an isolated case or an emerging trend requiring the evaluation of policies and procedures or service modifications. Employees reporting hazards do not face disciplinary action for reporting such identified or perceived hazards unless it is proven that such employee(s) negligently and intentionally contributed to the hazard. FAST encourages all employees to report any hazard or threat, perceived or observed, in an attempt to ensure FAST operates as safely as possible for its employees, customers and the general public. Employees may report hazards to the on-duty supervisor, their immediate supervisor, any member of the LT or go directly to the CSO to submit and discuss such hazard.

The following process chart illustrates the steps taken, as part of the hazard identification process, through the ESRP:



Section 5. Safety Risk Management

FAST provides training to all personnel in the identification of hazards and security threat while also providing tools to enable personnel to report these risks. Once the risk has been identified, FAST conducts an assessment of the risk(s) to determine the necessary response(s) and response time. The response may include further investigation or monitoring, action(s) to mitigate the hazard or security threat and follow-up assessment to ensure action taken is appropriate and effective.

Safety Hazard Identification

Hazards and security threats are identified through different methods of monitoring the system. This includes system, employee and asset assessments conducted daily and on an incremental basis. Additionally, FAST communicates with its peers across the state of North Carolina, NCDOT and FTA to identify common hazards impacting multiple systems. FAST conducts the following routine and random evaluations of the system in the following areas:

Personnel

Each FAST employee is evaluated at the mid and end of each fiscal year, in accordance with the City's evaluation process, to ensure employees are performing job functions as expected. Newly hired employees, as part of the orientation process, are provided training materials and resources to assist in the performance their daily tasks. These probationary employees' statuses are not modified to "permanent" until he/she has completed 365-days of "satisfactory" employment. During the probationary (initial 365-day) period, the employee is evaluated within 6-months and one-year, to determine whether the employee be placed in a regular status due to the successful completion of the first-year probationary period.

Additional job-specific evaluations (i.e. Trail Checks, On-Board evaluations, etc.) are conducted throughout the fiscal year on each FAST employee. Through such evaluations, should a determination be made which documents an employee's sub-par performance and the employee does not meet expectations, remedial training is conducted, and additional periodic evaluations are scheduled to ensure re-training measures/activities was/were effective.

Assets

Aimed at identifying hazards and deficiencies as part of daily and scheduled inspections, rolling stock, facilities and equipment are monitored through a vigorous preventive maintenance plan. FAST's Operations and Maintenance divisions coordinate the preventive maintenance program's scheduling of work, as necessary, from receipt of daily Driver's Vehicle Inspection Reports (DVIRs) submitted, incremental and annual vehicle inspections and manufacturer recommendations.

As required by FTA, FAST has developed a Transit Asset Management (TAM) Plan as a result of owning, operating and managing capital assets used to provide public transportation. FAST updates its TAM Plan annually with data relevant to each asset - to include a condition assessment, miles (with rolling stock and non-revenue vehicles) and age (in reference to whether the asset is in a State of Good Repair (SGR)). The TAM Plan allows FAST management to plan asset replacement or rehabilitation for future years.

System

As part of FAST's Safety Management System (SMS) monitoring, FAST uses Supervisor Safety Event Checklist and Employee Incident form when planning, spot-checking or responding to an event like an accident or incident. New routes are strategically developed with safety being the first priority and customer access thereafter. FAST's Transit Planner tests all routes before activating the route for revenue service. All routes are reviewed periodically to determine if environmental hazards exist requiring modifications to the route, schedule and/or vehicle.

All frontline employees have been trained to note any changes to service which may be considered a hazard or security threat and, through the ESRP, to notify the on-duty supervisor immediately (or upon return to FAST depending on the severity of the hazard).

Hazard Identification Procedure

All hazards and security threats identified (observed or perceived) are immediately reported to the on-duty supervisor regardless of the level of hazard or threat. The immediate supervisor then completes a Supervisor Statement Form and submits it to the CSO. Depending on the level of the reported hazard or threat, the CSO will report such to the City's Safety Office to advise and, if necessary, request additional resources/assistance. If the hazard or threat reported reach the level to which such must be reported to OSHA, the CSO will work with the City's Safety Office to ensure proper processes and procedures are adhered to.

If the reported hazard requires immediate mitigation, the employees are instructed on the necessary steps to take to reduce the risk which may or may not alleviate the risk completely. Additional actions may be taken once the immediate risk mitigation has been taken. Some hazards may not pose an immediate risk and are still reportable. The CSO is responsible for risk assessment, investigation and mitigation strategy.

In some cases, a customer or member of the general public, may contact FAST (via face-to-face, telephone, email, website or social media) with a concern about a front-line employee's identified or perceived hazardous behavior/actions. When such concerns are expressed to FAST, FAST documents all such and takes the appropriate action(s) to investigate such matters. Concerns deemed hazardous trigger immediate action by on-duty supervisors.

Employee Incident Forms are located on all vehicles for accident and incident reporting. A copy of the Employee Incident Form is located in Appendix 1.

The Employee Incident Form requires employees to briefly describe the hazard noting date, time of day, location and other pertinent information. The form includes a section for the CSO or immediate supervisor to document immediate action taken to reduce risk, a risk assessment chart prioritizing the risk and a section for additional follow-up

action. All forms are processed by the CSO and summarized periodically for trend analysis and include safety performance measures.

49 CFR part 673.5

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Safety Risk Assessment

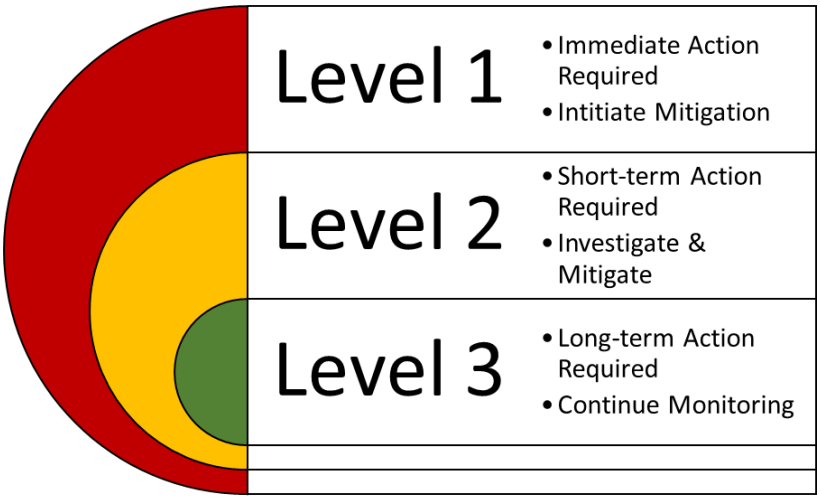
All FAST staff have been provided with the on-the-job training appropriate for each position, in which they work, within the organization. FAST expects its employees to respond to hazards or threats with professional judgment as there may be instances when an employee may not have time to contact a supervisor. In cases in which a hazard is identified (without immediate risk), employees are trained and expected to make an initial assessment of the hazard and include this information on the Employee Incident Form submitted.

Once received by the CSO, the initial risk assessment may be amended requiring immediate, short- or long-term response.

Level 1 - Immediate: A deficiency, threat or hazard requiring immediate attention to mitigate risk either temporarily until further action can be taken or complete mitigation.

Level 2 - Short Term: Action is needed within seven days to mitigate an identified deficiency, threat or hazard. The deficiency, threat or hazard does not pose immediate danger but if no action is taken could elevate to an immediate level risk.

Level 3 - Long Term: A deficiency, threat or hazard has been identified but does not pose a threat currently but could at a later time. Continued monitoring and awareness are required.



The CSO in coordination with staff investigates each identified hazard, assess the risk, and take appropriate action to mitigate the risk. Additional mitigation may be needed based on follow-up monitoring to the action taken.

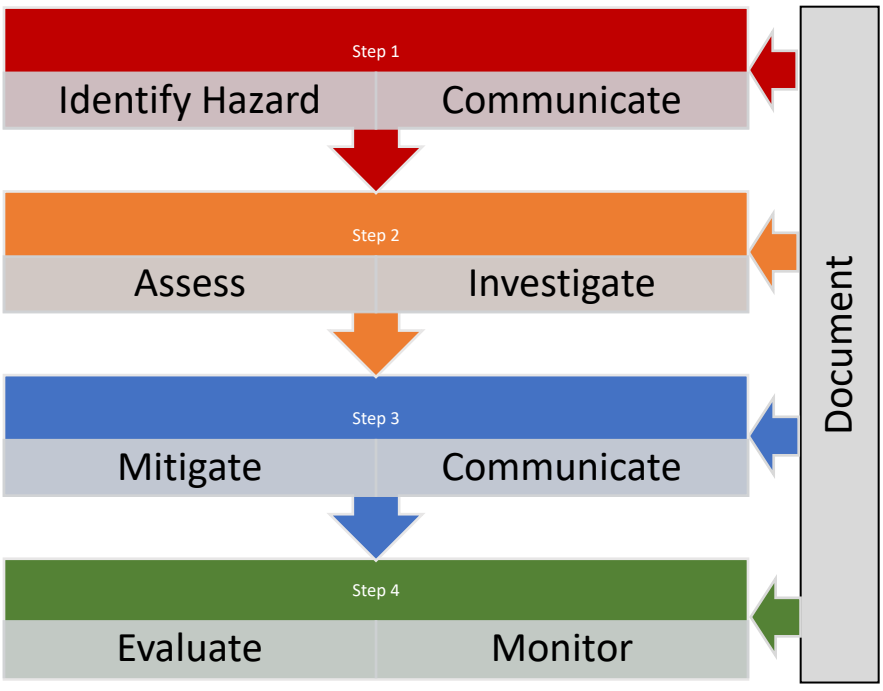
Safety Risk Mitigation

In response to all identified and assessed hazards, FAST takes steps to mitigate the hazard and reduce or eliminate the risk to employees, customers and the general public. Depending on the level of the safety risk, the CSO will work with the City's Safety Office to create mitigation strategies and, if necessary, request additional resources/assistance. If the strategies implemented reach the level to which there is an OSHA compliance component, the CSO will work with the City's Safety Office to ensure OSHA regulations are adhered to. Mitigation strategies are primarily dependent on results of the investigation into the elements contributing to the risks. The investigation may include more than one (1) division within FAST and may include interviews within the CoF and/or outside agencies/businesses.

Actions to mitigate risk include all employees, customers and the general public who may be impacted by either the hazard and/or the actions to reduce or alleviate such risk. FAST communicates actions to appropriate staff through methods appropriate to risk assessment. In some cases, immediate communication through two-way communications (i.e. dispatching system, text bursts, email, alerts, etc.) may be necessary. In other cases, printed materials (i.e. bulletin board notices/memorandums, flyers, etc.) may be appropriate.

Once a risk mitigation strategy has been implemented, FAST monitors the actions to determine if full mitigation is possible and, if not, if additional action is necessary to alleviate the risk. Some risks may not be completely mitigated but awareness to the risk is a top priority.

All actions taken to mitigate risk are the responsibility of the CSO, documented and linked to the initial deficiency, threat, or hazard identification step.



Risk Reduction Program

A risk reduction program is designed for transit operations to improve safety by reducing the number (and rates) of accidents, injuries and assaults on transit workers based on data submitted to the National Transit Database.

Vehicular and Pedestrian Accidents

A reduction of vehicular and pedestrian accidents involving buses that includes measures to reduce visibility impairments for transit operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments.

Transit Workers Assault

The mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict the unwanted entry of individuals and objects into the workstations of transit operators when a risk analysis performed by the safety committee determines that such barriers or other measures would reduce assaults and injuries on transit workers.

Section 6. Safety Performance Monitoring and Measurement

Safety performance monitoring and measurement involves the continual monitoring of the FAST's activities to understand safety performance. Through these efforts, FAST can determine whether it's meeting its safety objectives and performance targets, as well as the extent to which it is effectively implementing Safety Management Systems (SMS).

FAST is constantly striving to maintain the highest level of safety through its monitoring methods to include adherence to policies and procedures, safety and maintenance plans and system and employee evaluation processes. These methods allow FAST to determine the need to make changes to improve policies, employee training and service delivery.

The CSO monitors operations daily through observation, data analysis, communication and safety updates to identify mitigation strategies that may be ineffective. If mitigation actions are found to be ineffective, additional strategies are developed through key and impacted staff feedback.

Maintenance

Maintenance Standards and Procedures

Maintenance standards and procedures are included in FAST's Maintenance Plan. In general, maintenance procedures are designed to ensure that the maintenance recommendations of the manufacturer are met, maximum efficiency in performance and operation is obtained and maximum vehicle life and condition are maintained. Daily vehicle inspections, an active Preventive Maintenance Program and careful monitoring are included in procedures to ensure the safety of FAST vehicles and adequacy of the Fleet Maintenance Plan.

Operator Inspections
All operators are required to perform a pre-trip and post-trip inspections to ensure vehicles are safe and in good operating condition. If any defects are noted by the operator, a Driver's Vehicle Inspection Report (DVIR) is completed and, depending on the severity and extent of the defect, the vehicle may be repaired or taken out of service until a repair can be made. In the case of a defect that develops or is noted once a vehicle is in service, the operator is required to communicate the problem to Operations who, in turn, then notifies Maintenance.

Daily Servicing and Inspections
FAST's Maintenance Department inspects, and services vehicles used in revenue service each day. These vehicles are fueled and washed, fluids, tires and lugs are checked and inspected for leaks and/or unusual noises. Service Aides clean vehicle interiors each evening. When a defect is noted, it is reported to the Maintenance Supervisor (or designee) on shift so that an evaluation and, if necessary, repair can be completed.

Mileage-Based Maintenance Inspections
All vehicles receive PMIs at designated mileage intervals. Mileages are determined by vehicle and subcomponent manufacturers and real-world experience. PMIs are conducted and completed at regularly scheduled intervals for buses and all other fleet. For buses, FAST performs PMIs every 6,000 miles/3 months and, for all other FAST fleet, FAST performs PMIs every 5,000 miles/3 months.

Oil sampling is performed quarterly for both engines and transmissions. A description of the schedule and type of inspection and service performed for each vehicle series and the Standard Operating Procedure for oil sampling is included in the FAST Maintenance Plan.

Operations

Facility Monitoring
Formal facility inspections of all FAST facilities and grounds are conducted by FAST's Maintenance Supervisor each quarter using a facility checklist. The purpose of the inspection is to identify any unsafe or unhealthy conditions which may exist and that may require maintenance or modifications. Each facility is also visually inspected for compliance with Occupational Safety and Health Administration (OSHA) and local fire codes.

Any guests at FAST's administration facility must check in through a secured process requiring check-in and validation of visit purpose. Employees are trained on procedures for guests in the workplace and facility access is limited by way of security access.

Frequency
The CSO ensures safety inspections are conducted quarterly. Safety & Training Coordinator search for potential hazards with equipment whenever such equipment is being used. Vehicle lifts, and cranes in the maintenance shop are inspected monthly by maintenance staff. Preventive maintenance of equipment and facilities is performed in accordance with the manufacturer's recommended practices. Hazards are also identified by analyzing work safety trends through Employee Incident Forms submitted

by employees. These forms are used by employees to report safety concerns and make safety recommendations.

Reporting
When deficiencies are noted during quarterly inspections, such deficiencies are documented and reported to the Transit Director in a quarterly report. When safety hazards are noted by non-scheduled observation(s), such hazards must be reported by the observer to the on-duty supervisor or CSO. Employee Incident Form are then routed to the CSO (or designee), if not already, to evaluate the concern and, when necessary, propose a resolution.

Hazard Resolution
The primary purpose of facility inspections and hazard reporting is to identify conditions that could lead to accidents and losses. In view of this, it is crucial that all divisions and employees be involved in the Hazard Identification and Resolution processes. Hazard resolution is assume the risk associated with the hazard or to eliminate or control the hazard.

Follow-Up
Corrective action for an identified and confirmed hazard through an established process is the responsibility of the CSO. FAST monitors the effectiveness of recommended countermeasures and ensures that new hazards are not introduced.

Documentation
Hazards that have been identified, proposed resolutions and corrective actions are recorded in printed and electronic copies by the Safety Committee and maintained by the CSO.

All front-line personnel are responsible for monitoring safety and security as part of their respective job responsibilities. If a hazard is identified through observation or interaction with customers or the general public, such must be reported to the on-duty supervisor as well as following FAST's Hazard Reporting Process.

Employee Hazard Reporting

Reporting Procedure
For hazards/threats identified and/or perceived, employees are required to submit an Employee Incident Form (prior to the conclusion of the employee's shift) to the on-duty supervisor, CSO or speak with a member of the LT. Employees can also contact a Safety Committee which is comprised of representation from each division within the organization and meets bi-monthly. Depending on the severity/risk of the hazard identified, immediate action may be taken or the input may be brought to the Safety Committee for future discussion.

Route/Operations Safety
Employees can fill out an Employee Incident Form or discuss suggestions for making FAST's facilities and/or routes safer. FAST encourages employees to be advocates for safety while also suggesting methods of improving transit value. FAST continues to provide an open-door policy and stresses the importance of employee feedback - both positive and negative.

Safety Committee

Safety Committee Responsibilities

The Safety Committee is responsible for, at a minimum:

- Identifying and recommending risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment
- Identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended
- Identifying safety deficiencies for purposes of continuous improvement
- Establishing a risk reduction program for transit operations to improve safety by reducing the number and rates of accidents, incidents and assaults on transit workers based on data submitted to the national transit database
- Establishing a reduction of vehicular and pedestrian accidents involving buses that includes measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments
- Establishing mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict the unwanted entry of individuals and object into the workstation of bus operators when a reis analysis performed by the safety committee, determines that such barriers or other measures would reduce assaults on transit workers and injuries to transit workers.

Safety Events

Accident and Incident Reporting Process

FAST's driving standards require the safe and professional driving of all its operators. To ensure better-than-average safety performance, FAST incorporates the TAPTCO Operator Training Guide in all Operator training and follows FTA guidelines to determine if a collision or incident could have been prevented.

All personnel operating FAST vehicles are held to the highest safety standard. All accidents and incidents involving FAST employees and/or vehicles are thoroughly investigated and reported accordingly.

FAST's Operator's Manual includes policies, procedures and responsibilities regarding accident/incident reporting. Documents contained within the manual establish procedures for accident notification and response.

FAST's Operations Team coordinates with law enforcement, whenever necessary, if an investigation warrants such. The City's Risk Coordinator coordinates with outside insurance providers and provides support to manage FAST's liability and claims.
Most accidents and incidents involving FAST are relatively minor in severity and are investigated by Transit Supervisors. Since most accidents involve buses, this section focuses on bus accidents; however, all non-bus accidents and incidents are also investigated.

Notification

Transit Operators are trained to notify the Transit Supervisor on-duty anytime a FAST vehicle is involved in an accident, incident or injury. Once notified, a Transit Supervisor

is directed to the scene and follow the On-Scene Procedures (as indicated below). Police and ambulance are dispatched to the scene (if and when necessary).

On-Scene Procedures
Transit Operators adhere to the following procedures defined in FAST's Operator Manual:

- Assist the injured
- If blocking traffic, set out reflective triangles
- Do not move the coach unless required to do so by a Transit Supervisor, fire or police order, or impending danger from traffic
- Obtain names, addresses, and phone numbers of all witnesses
- Have all customers complete the Customer Courtesy card

Transit Supervisors are responsible for conducting on-scene investigations of accidents, incidents and injuries. Depending on the severity and nature of the event, various mechanisms are used for preserving transient evidence. These may include, but are not limited to, digital photography, bus video, field sketches, interviews, observations, etc.

Investigation
FAST has established a Safety Committee with representation from each division and meets quarterly. The purpose of the Safety Committee is to discuss and review safety issues, hazard reports, accident investigations and corrective actions. The Safety Committee seeks ways to improve the work environment and provide a safety culture for FAST and its employees.

The Safety Committee is responsible for:
- Promoting safety practices
- Discuss preventability of accident `and incidents
- Investigating unsafe practices or conditions which are brought to the attention of the committee
- Making recommendations for addressing safety hazards to CSO

The Safety Committee will immediately report any safety issue or hazard that poses a direct threat to life or property to the Director (or designee).

After reviewing all related documents and evidence, the Safety Committee will make an independent preliminary determination of the following:
- Preventability of accident/incident
- Retraining

Once the S&TC makes the final determination of preventability, a Letter of Preventability (LoP) is issued to the employee and a copy of such is placed in the employee's safety/training file to include discipline for the employee, if warranted.

Accident/Incident Review Process
Accidents and incidents are classified as Preventable or Non-Preventable. Preventable accidents are defined as those accidents that could have been reasonably avoided if the operator had followed all defensive driving techniques as established by the TAPTCO Operator Training Guide and/or FAST's Standard Operating Procedures (SOPs).

Hazard Resolution
The primary purpose of the accident investigation process is to determine the root cause(s) of accident in an attempt to prevent and/or mitigate such in the future. To this end, it is crucial that all Transit Supervisors are appropriately involved in this process. A serious attempt is made to use lessons learned through the investigatory process to incorporate hazard resolutions into future trainings, procedures, designs, construction, modifications, training and procurements.

Follow-Up
Follow-up, in the form of corrective action, is the responsibility of the employee's immediate supervisor/manager. The responsibility of re-training is that of the S&TC and may be delegated to the CSO. All disciplinary action is assessed using the City's and/or FAST's policies and procedures for addressing such. Disciplinary consequences for preventable safety-related accidents and incidents include, but are not limited to, oral counseling's, written warnings, suspensions and Considerations of Dismissal.

Training is provided, for employees who have been involved in preventable accidents. Training and re-training are not disciplinary in nature.

Internal Reporting
The Transit Supervisor is responsible for ensuring that all accident reports are completed and filed with S&TC, CSO and Risk Coordinator. CSO and Division Managers advise on the history of the employee if a pattern of safety events is evident.

Documentation
FAST's S&TC, in conjunction with the CSO, maintain all the accident and/or incident investigation documentation.

Appeal Process
Should the employee dispute the determination of preventability, such employee has the right to file an appeal to the Director within seven calendar days. The Director (or designee) reviews all relevant information, interviews the employee making the appeal (and any subsequent witnesses) and confers with any available person or resource he/she considers valuable to his/her deliberation. The Director (or designee) will provide the final decision.

The Director (or designee) follows all policies, procedures and definitions as established in the Safety Committee By-Laws. Examples of investigations may include, but not limited to, reviews of accident and injury reports, vehicle condition reports, witness statements, employee interviews, accident scene sketches, video surveillance, physical evidence, brake test reports, training manuals and accident site visits.

Performance Measures
Through a series of performance measures, FAST observes its safety program by identifying trends and gaps in policies, procedures, training and monitoring efforts. The following performance measures are on a daily, monthly, and quarterly basis.

Maintenance
Preventive Maintenance On-time Inspection Percentage – determines the effectiveness of the maintenance department to ensure all inspections are conducted per manufacturing and FAST mileage intervals

Vehicles Removed From Revenue Service – tracks vehicles removed from service due to a mechanical defect developed while in service requiring immediate service either on-site of failure or once returned to the facility.

Annual Vehicle Condition Assessment – conducts a thorough annual inspection, determines (on a scale of 1-5) the overall condition of the asset. This performance measure is also used in annual updates of FAST's TAM Plan.

Operations

- *Customer Complaints Per Month* – tracks all customer complaints to identify areas of deficiency with vehicle, Operator or other FAST areas. Safety-related complaints are immediately routed to an on-duty Transit Supervisor or the CSO for investigation, mitigation and response. Complaints are received through various outlets (i.e. in-person, telephone calls, website, email, FAST public forums, etc.)
- *On-Time Performance* – serves as an indicator to issues with time management, environmental factors, scheduling and vehicle and Operator performance
- *On-Board Evaluations* – evaluations conducted onboard a transit vehicle (at least quarterly) and allows FAST to ensure satisfactory Transit Operator performance, customer service and vehicle safety
- *Trail Checks* – evaluations conducted following a transit vehicle (weekly) and allows FAST to ensure satisfactory Transit Operator performance, customer service and vehicle safety

Safety

- *Safety Performance Measure: Fatalities* – tracks the total number of reportable fatalities and rate per total vehicle revenue miles by mode
- *Safety Performance Measure: Injuries* – tracks the total number of reportable injuries and rate per total vehicle revenue miles by mode
- *Safety Performance Measure: Safety Events* – tracks the total number of reportable events and rate per total vehicle revenue miles by mode
- *Safety Performance Measure: System Reliability* – tracks the mean distance between major mechanical failures by mode

Section 7. Safety Promotion

Operator Selection

Hiring Practices

Selecting applicants best suited to excel at the Transit Operator I & II job requirements are critical to safe transit operations. The Transit Operator is directly responsible for the safety of not only its customers but, also, the pedestrians, bicyclists, motorists and all others who share the road with the transit vehicle.

FAST's hiring process includes the following components:

Application
Applicants are sought through printed and electronic postings in both traditional and culturally diverse media, referrals from current and former employees, postings on the CoF website, social media and applications/profiles completed by prospective candidates when there are no positions available. The applications are screened by key personnel in both Human Resources (HR) and Transit Operations.

Interview
After the application is submitted, reviewed and passes HR's preliminary screening, the applications are submitted to Transit for review. Once applications are reviewed, Transit then makes a determination as to whether the applicant is best qualified for an interview.

The interview process is designed to evaluate an applicant's strengths in customer service, conflict resolution, the ability to simultaneously perform tasks and the ability to perform well under temporal and interpersonal pressure.

Driving Record
To be eligible for hire as a Transit Operator I & II, a candidate must submit an acceptable driving record of six (6) months.

Licensing
All Transit Operator I applicants must possess a valid NC Driver's License.

All Transit Operator II applicants must possess a NC Class B Commercial Driver's License (CDL) with Passenger and Air Brake endorsements.

Criminal Background Check
All candidates who are offered a Conditional Offer must submit to a Criminal Background Check administered by the North Carolina State Police with the Federal Bureau of Investigation. The results must meet all statutory and City standards for the Transit Operator position.

Drug Testing
All candidates who are offered a Conditional Offer must produce a negative result for a pre-employment drug and alcohol screening.

Training

Training is intended to motivate employees to work safely. There are formal training programs for Transit Operators I & II, Maintenance employees and Operations employees. These trainings involve classroom training (i.e. TAPTCO Operator Training Guide, review of the FAST's Rider Rules of Conduct, Administrative Policies, Standard Operating Procedures (SOPs), etc.), Behind-the-Wheel (BTW) (off-route) training, cadetting revenue service) and On-the-Job training.

The safety components of training are designed to make employees aware of the hazards associated with each job and the appropriate methods for controlling these hazards. Trainings fall into three main categories: (1) Initial, (2) Periodic and (3) Refresher.

Initial Transit Operator Training

New Transit Operators receive an intensive four (4) week training course that covers every aspect of their new job as an Operator. Some components of the training are delivered in the classroom although the majority of learning occurs on the buses during BTW and cadetting training. This training includes, but is not limited to, the following:

- TAPTCO Operator Training Guide
- Basic Bus Maneuvers
- Service Stops
- System Overview
- Communication Skills
- Customer Service
- Accessible Service
- Emergency Management
- Personal Safety
- Health/Injury Prevention
- CDL Preparation (if applicable)
- Defensive/Distracted Driving
- Vehicle Operations
- Route Training
- Blood-Bourne Pathogens
- Accident, Incident and Injury Reporting Process

Cadetting provides real service experience with a Senior Transit Operator on the trainee's regularly scheduled work. The time the trainee operates the revenue route is at least eight (8) hours daily. During this time, the trainee receives a review of the day's events from the Senior Transit Operator by providing verbal feedback to the trainee prior to the conclusion of the shift. The Senior Transit Operator also submits written communication to the S&TC regarding the trainee's performance. The S&TC provides a weekly debriefing with the trainee to ensure a weekly review is conducted and concerns are discussed.

Trainee rotation amongst the Senior Transit Operators provide each student with experience across a variety of routes, vehicles, times of day, instructional styles and driving conditions.

After the initial training, the trainee receive additional support and training, including:

- On-board evaluations weekly
- Annual Refresher
- One-Year Follow-up: Debriefing with S&TC and annual follow-up thereafter
- Two-Year Transit Operators are invited to become secondary mentors to trainees

Annual Re-Training for All Transit Operators

Every year, each Transit Operator receives eight (8) hours of refresher a training during the calendar year. The training addresses, but is not limited to, the following topics:

- Fatigue Awareness
- Dealing With Difficult People

- Resolving Conflict
- Harassment
- Effectively Dealing With People of Differing Ages
- Proper Securement of Mobility Devices
- Defensive Driving Course
- Blood borne Pathogens
- Safety/Security Update
- Injury Prevention
- Accessible Service Sensitivity
- PTASP and SMS

Partial-day trainings are also scheduled whenever warranted by the addition of new equipment, changes in configuration, etc.

Initial Transit Supervisor Training

Transit Supervisors begin their career path, almost exclusively, as Transit Operators. Transit Supervisors perform many functions and receive training in, but not limited to, the following:

- Drug & Alcohol (Policy and procedures for all types of FTA-mandated testing)
- Accident Investigation
- Emergency Procedures
- Security Procedures
- On-the-job Injury Claims
- Blood borne Pathogens
- Harassment
- Cultural Diversity
- Coaching/Criticism/Discipline
- Dispatch Operations
- Field Operations
- First Aid and Defibrillator

In addition to initial training, all Transit Supervisors receive eight (8) hours of refresher training annually.

Injury and Illness Prevention Training

Injury and Illness Prevention Training is directed toward achieving a safe working environment for all employees and reducing the chance of occupational-related injuries and illnesses. The majority of training targets employees working in the Maintenance and Facilities Maintenance Departments because these employees have the greatest exposure to occupational hazards. The program is based on applicable Federal, State and Local safety codes and regulations. Some areas addressed in the training include, but are not limited to, the following:

- Handling Hazardous Materials (Right to Know)
- Slips, Trips, and Falls
- Personal Protection Equipment
- Material Safety Data Sheets (MSDS) and Labels
- First Aid
- Forklift Safety

- Blood borne Pathogens
- Hazardous Materials Storage
- Strains and Sprains
- Hazard Communication Program

Exposure to Infectious Diseases

The prevention and control of infectious diseases for FAST employees, the public and infrastructure is its upmost concern. Therefore, to prevent or control a disease from spreading, FAST has implemented countermeasures such as, hand hygiene, personal protective equipment (PPE), cleaning and disinfection to stop or slow the spread of infectious diseases.

Hand Hygiene

Hand hygiene is one of the best ways to prevent employees from getting sick and spreading germs to others in the workplace. Sick employees are less productive even when they come to work and can spread their illness to others.

FAST requires employees to practice good hand hygiene by washing hands with soap and water for least 20 seconds and then drying them. If soap and water is not readily available, employees are encouraged to use an alcohol-based hand sanitizer with at least a 60% alcohol.

Cleaning and Disinfection

FAST is committed to cleaning and disinfecting its facility and property on a regular basis. Maintenance Workers perform the following tasks according to the Facility Policy:

- Cleaning restrooms, floors, walls and windows
- Preparing disinfecting solutions as needed and replace with fresh solution frequently
- Regularly switch out mop heads and cleaning cloths to prevent contamination
- Immediately clean soil on surface (e.g., blood or bodily fluids)
- Conducting weekly fogging in all Transit vehicles and administration offices

Personal Protective Equipment (PPE)

FAST provides PPE to employees such as masks and disposable gloves. Masks and disposable gloves are not reusable.

Emergency Response Planning and Coordination

Details are contained in the FAST Continuity of Operation Plan (COOP).

System Modification, Design, Review and Approval

General Process

FAST is regularly modified in response to operational experience, the addition of new types of service and changes in service design and levels. FAST's philosophy is to use appropriate new technologies to benefit the environment and the community it serves. The challenge is to review any proposed modification adequately before it is approved. Any proposed modification should be evaluated to ensure it is compatible with existing

systems and does not introduce new hazards to the system or reduce the effectiveness of existing hazard controls.

Equipment modifications may be proposed by any employee of any department that uses the equipment. Changes may also occur from an analysis of reliability performance, historical data, and available improvements in equipment design and components.

Modification Design Review
A review of any modification in equipment design shall be made by the Director (with the input of the Leadership Team (LT) who are, ultimately, responsible for the equipment. The impact on the safety of all designs and specifications should be identified and evaluated before the change is approved. Some of the areas to be considered include, but are not limited to, the following:

- Hazardous Materials (handling and use)
- Motor Vehicle Safety
- Human Factor
- Occupational Health and Safety
- Materials Compatibility
- Fire Protection
- Lighting
- Braking systems
- Mirrors
- Warning Devices

Modifications must not be made before it is determined how such might affect the safety of the system or any other systems. Other divisions may evaluate a proposed change to determine its compatibility with other systems (i.e., fueling systems, communications systems, etc.). The evaluation may also include a review of applicable regulations, such as the Federal Motor Vehicle Safety Standards and Regulations and the U.S. Department of Labor's Occupational Safety and Health Act (OSHA).

Testing may also be performed to evaluate the safety of a proposed modification. The testing of small changes may be minimal. For substantial modifications, extensive field testing, mock-ups and structural evaluations may be employed.

Modification Design Approval
Final approval is generally made by the Transit Director. When modifications are made by a bus manufacturer, the Maintenance Manager works with the manufacturer and contractual changes may be made. If changes are substantial, additional training is provided for maintenance and operations staff.

Monitoring
Once a modification is put in place, feedback from Operations is solicited to evaluate the performance of the modification. Unsolicited input from Operations and its employees (end users) is also encouraged. Depending on the nature of the modification, divisional managers, Transit Planner and the CSO may be involved for input.

Documentation
The Maintenance Division is responsible for documenting any vehicle modifications. The CoF's Facilities Division is responsible for documenting any modifications made to a facility. Documentation may involve changing diagrams, schematics, manuals, service bulletins, service intervals, standard operating procedures and Safety Data Sheets (SDS). The Maintenance Manager is responsible for updating the SDS based on input from product manufacturers.

Routes
Route modifications are designed by the Transit Planner in coordination with the Operations Division. Planning may use Operations staff to assist with test routing and bus stop placement. This experience-based, real-world process is designed to protect the safety of the transit bus, transit customers, other vehicles and pedestrians.

The Transit Planner informs the Operations Division and CSO of any proposed route modifications. The Transit Planner can request that the department evaluate a specific proposal as well as work with the Operations Division to evaluate any proposed modifications.

FAST management and staff may request a route modification it believes will improve its operations. It may also choose to evaluate a modification that has been proposed by another department. Input from individual Transit Operators is encouraged through the Employee Statement, direct communication and periodic surveying of operators conducted by the Transit Planner.

Finally, the Transit Planner maintains a cooperative working relationship with the CoF's planning and streets departments of all municipal levels within the CoF in which FAST operates.

Section 8. Additional Information

This PTASP was developed from information contained within other FAST documents, policies and procedures and manuals. Those documents are listed below:

- FAST Policies and Procedures
- Safety and Security Plan (SSP)
- Vehicle Maintenance Plan
- City Ordinances
- Facility Maintenance Plan
- TAPTC Operator Training Manual
- Continuity of Operations Plan (COOP)

Section 9. Definitions of Terms Used in the Safety Plan

FAST incorporates all of FTA's definitions that are in 49 CFR § 673.5 of the PTASP regulation.

- **Accident** means an event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
- **Accountable Executive (AE)** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
- **Chief Safety Officer (CSO)** means an adequately trained individual with authority and responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.
- **Demand Response (DR)** means a transit mode comprised of passenger cars, vans or small buses operating in response to calls from passengers or their agent to the transit operator, who then dispatchers a vehicle to pick up the passengers and transport them to their destination.
- **Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or sub-recipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub-recipient's Public Transportation Agency Safety Plan.
- **Event** means any accident, incident, injury or occurrence.
- **Fatality** means a death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes.
- **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Hazard Resolution** means to assume the risk associated with the hazard or to eliminate or control the hazard.
- **Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- **Injury** means any damage or harm to persons as a result of an event that requires immediate medical attention away from the scene.

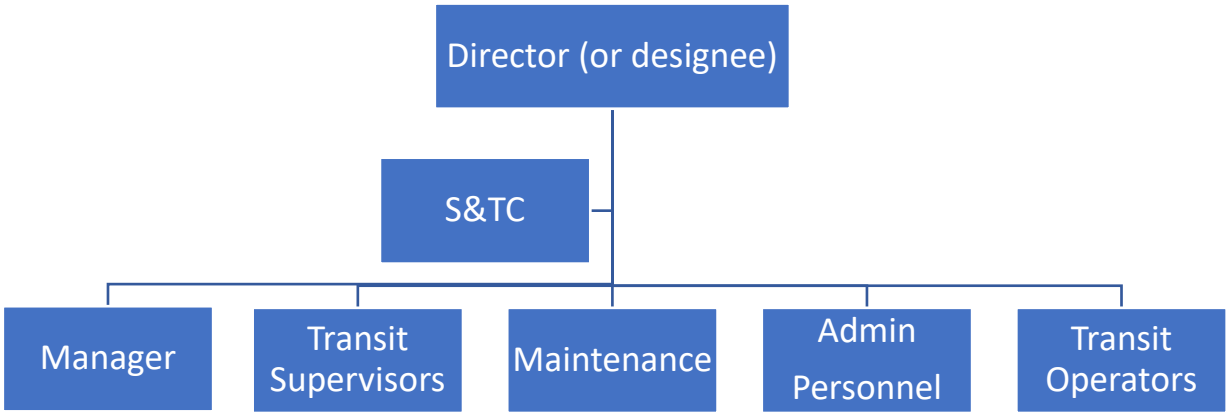
- **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- **Occurrence** means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
- **Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- **Occupational Safety and Health Administration:** means to ensure safe and healthful working conditions for working men and women by setting and enforcing standards and providing training, outreach, education and assistance.
- **Performance Measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Performance Target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
- **Preventable Accident** means those accidents that could have been reasonably avoided if the operator had followed all defensive driving techniques.
- **Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk Mitigation** means a method or methods to eliminate or reduce the effects of hazards.
- **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
- **Safety Event** means a collision, derailment, fire, hazardous material spill, act of nature occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle and meeting established NTD thresholds.
- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
- **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- **Safety Performance Target** means a performance target related to safety management activities.

- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety Risk Assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
- **Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
- **Serious Injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.
- **State of Good Repair (SGR)** means the condition in which a capital asset is able to operate at a full level of performance.
- **Transit Agency** means an operator of a public transportation system.
- **Transit Asset Management (TAM) Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.
- **Transit Operator I** means a transit operator whose primary duties include the transport of the general public in sedans/minivans; however, does not require a Commercial Driver's License (CDL).
- **Transit Operator II** means a transit operator whose primary duties include the transport of the general public. In addition, the transit operator must obtain/maintain a North Carolina Class B Commercial Driver's License (CDL) with Passenger and Airbrakes endorsements.

Section 10. Commonly Used Acronyms

Acronym	Word or Phrase
ADA	American's with Disabilities Act of 1990
AE	Accountable Executive
ASP	Agency Safety Plan (also referred to as a PTASP in Part 673)
CDL	Commercial Driver's License
CoF	City of Fayetteville
COOP	Continuity of Operations Plan
CFR	Code of Federal Regulations
CSO	Chief Safety Officer
DR	Demand Response
DVIR	Driver's Vehicle Inspection Report
ESRP	Employee Safety Reporting Program
FAST	Fayetteville Area System of Transit
FAMPO	Fayetteville Area Metropolitan Planning Organization
FTA	Federal Transit Administration
HR	Human Resource
LOP	Letter of Preventability
LPIR	Loss Prevention Investigation Report
LT	Leadership Team
MPO	Metropolitan Planning Organization
MB	Mode Bus
NCDOT	North Carolina Department of Transportation
NSC	National Safety Council
NSP	National Safety Plan
OSHA	Occupational Safety and Health Administration
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
PMI	Preventive Maintenance Inspection
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
SGR	State of Good Repair
SMS	Safety Management System
SOP	Standard Operating Procedures
SPM	Safety Performance Measures
SPT	Safety Performance Target
SSP	System Safety Plan
S&TC	Safety and Training Coordinator
TAM	Transit Asset Management
TOI	Transit Operator One
TOII	Transit Operator Two
USC	United States Code
VRM	Vehicle Revenue Miles

Appendix 1. Safety Committee Members



FAST
FAYETTEVILLE AREA SYSTEM OF TRANSIT

INCIDENT REPORT - EMPLOYEE

Employee Name: _____ **Date:** _____

Division: _____ **Date of Event:** _____

*** (FR) Fixed Route; (P) Para.; (M) Maint.; (A) Admin.**

Time: _____ **AM / PM**

Vehicle #: _____

Location (Address): _____ **Weather Conditions:** _____

_____

Latitude: _____ **Customer(s) Involved:** _____

Longitude: _____ **1** _____

2 _____

Safety Event Type: _____ **3** _____

*** (A) Accident; (I) Incident; (N) Injury**

4 _____

Safety Event Description/Narrative:

Employee's Signature: _____

Supervisor's Signature: _____

Submitted Date: _____

Appendix 2 Employee Incident Form

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0053

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A6

TO: **Mayor and Members of City Council**

THRU: **Jeffrey Yates, Assistant City Manager**

FROM: **Christopher Cauley, Economic and Community Development Director**

DATE: **February 9, 2026**

RE:

Authorization to Apply for Fiscal Year 2025 Choice Neighborhood Implementation Grant and Appropriate Additional Funding for the Application

COUNCIL DISTRICT(S):

District 2,3, & 4

Relationship To Strategic Plan:

Goal II: Responsive City Government supporting a diverse and viable economy
2.2: Community Revitalization - Invest in community places to ensure revitalization and increase quality of life
Goal III: City Investment in Today & Tomorrow
3.2 Manage the City's future growth and strategic land use
Goal IV: Desirable Place to Live, Work and Recreate
4.5 Neighborhood Vitality - Ensure a place to live in great neighborhoods

Executive Summary:

Council is asked to authorize staff to apply for the Fiscal Year 2025 Choice Neighborhood Grant for the Murchison Road area and adopt Budget Ordinance Amendment 2026-5 and Special Revenue Project Ordinance Amendment 2024-11 to fund activities required to best prepare the City and Fayetteville Metropolitan Housing Authority (FMHA) to successfully apply and win the grant.

Background:

In December of 2020, the City of Fayetteville, in partnership with the FMHA, was awarded a HUD Choice Neighborhoods Planning Grant for the Murchison neighborhood. Through the Grant, the City and FMHA have worked with local residents and a variety of community stakeholders - including nonprofits, faith-based organizations, anchor institutions, supportive services agencies, businesses, and others - to create a forward-looking Transformation Plan. The Plan is centered on redevelopment of FMHA's Murchison Townhouses, which includes 60 units of low-income public housing. The Transformation Plan seeks to replace 100% of those housing units within the neighborhood as part of new mixed-income developments.

In February of 2024 the City applied for the Choice Implementation Grant and was shortlisted as a finalist and was slated for a site visit where HUD staff toured the

community for further insight. Staff was notified on July 16, 2024, the City was not awarded a Fiscal Year 2023 Choice Implementation Grant. HUD scheduled a debrief with staff on September 19, 2024, where staff received feedback on areas to improve for the next funding round. On November 14, 2024, City staff held a meeting with the community to update them on HUD's decision and next steps.

The Choice Implementation Grant was announced on December 9, 2025, and is due by March 9, 2026. The Choice Neighborhood Initiative is the Department of Housing and Urban Development's signature affordable housing program that seeks to rebuild distressed public housing while simultaneously investing in the neighborhood, people, and housing at various income levels. From their website:

> The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with distressed public or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and stakeholders, such as public housing authorities, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a plan that revitalizes distressed HUD housing and addresses the challenges in the surrounding neighborhood. The program helps communities transform neighborhoods by revitalizing severely distressed public and/or assisted housing and catalyzing critical improvements in the neighborhood, including vacant property, housing, businesses, services and schools.

Issues/Analysis:

In Fayetteville, the grant will propose to use approximately $20M to redevelop Elliot Circle into 200+ units of mixed income housing. This grant will also provide resources to ensure funding to create jobs skills training, educational opportunities, and health benefits for the residents of both Elliot Circle and Murchison Townhomes. Elliot Circle was chosen as the primary site for redevelopment due to its proximity to Fayetteville State University and the City's neighborhood parks and trails. The project team believes this site is incredibly impactful to spur the revitalization of this neighborhood and address housing quality, public safety, and economic opportunity for FMHA residents and the current residents of Elliot Circle, all of which have the right to return to the new development and will benefit from the Uniform Relocation Act requirements.

Multiple People and Neighborhood enhancements will also be funded by approximately $3M and $2M respectively. These funds will be used to develop and implement the following strategies:

- People: Creating economically stable and self-sufficient households.
- People: Improving mental and physical health.
- People: Preparing children to enter kindergarten.
- People: Ensuring children are proficient in core academic subjects.
- Neighborhood: Improve access to healthy foods and lifestyles.
- Neighborhood: Create access to trails and multi-use paths.
- Neighborhood: Develop place making and neighborhood branding.
- Neighborhood: Improve access to public parks and housing quality.

Urban Strategies, Inc. was brought on board to assist with the development and execution of the People plan and grant writing in partnership with Community Development Strategies, Inc. while FMHA and the City are currently evaluating Requests for Qualifications from housing developers with Choice Neighborhoods experience

Budget Impact:

On April 26, 2021, Council adopted Special Revenue Ordinance 2021-16 to provide $500,000 of General Fund funding to FMHA to partner in the planning, development, and execution of a rehabilitation program for FMHA-owned single family properties to support the transition of qualified FMHA residents from rental to homeownership. City staff later confirmed with FMHA that they are not able to use the funds for this purpose due to HUD restrictions on the homes. On October 23, 2023, Council adopted Special Revenue Project Ordinance Amendment 2024-9 and Special Revenue Project Ordinance 2024-11 to move funds from the Housing Authority Homeownership Program to the Choice Neighborhood Implementation Grant Program. Approximately $330k was spent on the first grant application leaving $170k remaining. An additional $100k from the General Fund's fund balance is necessary to apply for the Fiscal Year 2025 Choice Neighborhood Implementation Grant.

Options:

1. Authorize Staff to apply for the Fiscal Year 2025 Choice Neighborhood Implementation Grant for the Murchison Road area and adopt Budget Ordinance Amendment 2026-5 and Special Revenue Project Ordinance Amendment 2024-11.
2. Do not authorize Staff to apply for the Fiscal Year 2025 Choice Neighborhood Implementation Grant for the Murchison Road area and do not adopt Budget Ordinance Amendment 2026-5 and Special Revenue Project Ordinance Amendment 2024-11. Direct Staff to some other option.

Recommended Action:

Authorize Staff to apply for the Fiscal Year 2025 Choice Neighborhood Implementation Grant for the Murchison Road area and adopt Budget Ordinance Amendment 2026-5 and Special Revenue Project Ordinance Amendment 2024-11

Attachments:

Budget Ordinance Amendment 2026-5
Special Revenue Project Ordinance Amendment 2024-11

CITY OF FAYETTEVILLE **January 26, 2026**

2025-2026 BUDGET ORDINANCE AMENDMENT
CHANGE 2026-5

BE IT ORDAINED BY THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA:

That the City of Fayetteville Budget Ordinance adopted June 9, 2025 is hereby amended as follows:

Section 1. It is estimated that the following revenues and other financing sources will be available during the fiscal year beginning July 1, 2025, and ending June 30, 2026, to meet the appropriations listed in Section 2.

Item

Schedule A: General Fund	Listed As	Revision	Revised Amount
Fund Balance Appropriation	$ 16,632,783	$ 100,000	$ 16,732,783
All Other General Fund Revenues and Financing Sources	200,195,819	-	200,195,819
Total Estimated General Fund Revenues and Other Financing Sources	$ 216,828,602	$ 100,000	$ 216,928,602

Section 2. The following amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 2025, and ending June 30, 2026, according to the following schedules:

Item

Schedule A: General Fund	Listed As	Revision	Revised Amount
Community Investment	$ 9,489,334	$ 100,000	$ 9,589,334
All Other General Fund Expenditures and Other Financing Uses	207,339,268	-	207,339,268
Total Estimated General Fund Expenditures and Other Financing Uses	$ 216,828,602	$ 100,000	$ 216,928,602

Adopted this 26th day of January, 2026.

SPECIAL REVENUE FUND PROJECT ORDINANCE
AMENDMENT 2024-11

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following special revenue ordinances are hereby amended:

Section 1. The project change authorized is to Special Revenue Fund Project Ordinance 2024-11, adopted October 23, 2023, for the funding of professional services for the submission of a grant application to the U.S. Department of Housing and Urban Development for the Choice Neighborhood Implementation Grant.

Section 2. The project director is hereby directed to proceed with the project within the terms of the various agreements executed and within the funds appropriated herein.

Section 3. The following revenues are anticipated to be available to the City:

	Listed As	Amendment	Revised
General Fund Transfer	$ 500,000	$ 100,000	$ 600,000

Section 4. The following amounts are appropriated for the project:

Project Expenditures	$ 500,000	$ 100,000	$ 600,000

Section 5. Copies of this special project ordinance amendment shall be made available to the budget officer and the finance officer for direction in carrying out the project.

Section 6. The City Manager is hereby authorized to execute the agreement, subject to any necessary amendments, as well as any ancillary agreements necessary to implement the project.

Adopted this 26th day of January, 2026.

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0080

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A7

TO: **Mayor and Members of City Council**

THRU: **Douglas J. Hewett, ICMA-CM, City Manager**
Kelly Strickland, Assistant City Manager

FROM: **Christopher L. Cauley, Economic & Community Development Director**
Michael Gibson, Parks, Recreation, and Maintenance Director
Joseph Staton, Project and Contracts Manager

DATE: **February 9, 2026**

RE:
Approve Bid Recommendation - Tokay Park Pickleball Conversion Project - K & C Contractors, Inc

COUNCIL DISTRICT(S):
District 2

Relationship To Strategic Plan:
Goal 4 - The City of Fayetteville will be a highly desirable place to live, work and recreate with thriving neighborhoods and a high quality of life for its citizens.

Executive Summary:
City Council is asked to approve the award of and authorize the City Manager to execute a contract with the lowest responsive, responsible bidder, K&C Contractors, Inc. to convert the current six (6) public tennis courts into three (3) tennis courts and ten (10) pickleball courts.

Background:
On August 4, 2025, City Council provided consensus direction to staff to approve resurfacing of the Tokay Park tennis courts making half pickleball courts and the other half tennis courts in response to increased community demand for pickleball facilities and the need to preserve quality tennis infrastructure. The approved project will convert the current six (6) public tennis courts into three (3) tennis courts and ten (10) pickleball courts.

The existing tennis courts at Tokay Park have exceeded their useful life and no longer meet the City's standards for safety, accessibility, or playability. Extensive cracking, poor drainage, and worn surfacing have significantly limited usability and created ongoing maintenance challenges. To address these issues and advance implementation of the Parks Master Plan, the Economic and Community Development (ECD) Department partnered with the Parks and Recreation Department on this project to demolish the existing courts and rebuild per the Council approved configuration.

Funding for the improvements is provided through the Community Development Block

Grant (CDBG) program, which allocates federal funds annually to help cities address local priorities such as housing, public services, neighborhood improvements, and blight removal. These investments are intended to strengthen communities and expand opportunities for low- to moderate-income residents.

ECD entered into a contract with Bolton & Menk, an urban design firm, to develop demolition and design plans for the reconfigured courts. Following coordination with multiple City departments, a final design was approved and an Invitation to Bid was issued. In response, three (3) sealed bids were received and evaluated and the lowest responsive and responsible bid was selected; however, following a thorough background review, City staff determined the firm did not have the required documentation to operate in North Carolina. As a result, the project was rebid.

In response to the rebid, four (4) sealed bids were received and evaluated. K & C Contractors, Inc. submitted the lowest responsive and responsible bid in the amount of $674,000.

The project was advertised for bids to be opened on January 22, 2026.

CONFORMING BIDDERS	**TOTAL PRICE**
K & C Contractors, Inc, Maxton NC	$674,000.00
USA Court Builders, Charlotte, NC	$775,495.92
Finley Asphalt & Concrete, Bristow, VA	$804,784.00
Hollins Construction Services, Inc, Wake Forest, NC	$717,800.00

NON-CONFORMING BIDDER
N/A

Issues/Analysis:
The timeline for this project may be impacted by rain and temperature related delays that will be accounted for within the construction agreement.

Budget Impact:
Funding for this project was approved in the ECD's Housing and Urban Development Annual Action Plan. There is sufficient funding within the CDBG budget for the total estimated project amount of $699,744.

Options:
1. Approve award of and authorize the City Manager to execute a contract for the Tokay Park Pickleball Conversion Project with the lowest responsive, responsible bidder, K & C Contractors, Inc., in the total amount of $674,000.00.
2. Do not authorize the City Manager to execute the contract and provide further direction to staff.

Recommended Action:
Staff recommends that Council move to Approve award of and authorize the City

Manager to execute a contract for the Tokay Park Pickleball Conversion Project with the lowest responsive, responsible bidder, K & C Contractors, Inc., in the total amount of $674,000.00.

Attachments:

Bid Tab - Tokay Park Pickleball Conversion Project
Letter of Recommendation

City of Fayetteville

Tokay Park Pickleball Conversion Project, COF1516971

Bid Date: January 22, 2025 at 2:00 PM - at City Hall, 433 Hay Street, Fayetteville NC

Single Prime Contractors **Bidder Name:**	K & C Contractors, Inc.		Hollins Construction Services, Inc.		Finley Asphalt & Concrete		USA Court Builders			
General Contractor License Number:	81735		69738		85625		80469			
Form required PRIOR to opening bid	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Bid Bond form submitted? *(separate marked envelope)*	X		X		X		X			
Bond % of Bid Price (5% Required)	5%		5%		5%		5%		5%	
BID OPENING - Bid Forms *(Separate Envelope)*	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Bid Proposal Package	X		X		X		X			
Acknowledgement of Addenda	X		X		X		X			
List of Subcontractors	X		X		X		X			
Certification of Primary Participant, Regarding Debarment, Suspension , and other responsibility matters	X		X		X			X		
City of Fayetteville General Contracting	X			X	X		X			
Non-Collusion Affidavit	X		X		X		X			
	AMOUNT		AMOUNT		AMOUNT		AMOUNT		AMOUNT	
BASE BID:	***$674,000.00***		***$822,937.00***		***$804,784.00***		***$775,495.92***			

I, Jeremy Arnett (Project Manager), do hereby certify this to be a true and accurate bid tabulations for the Tokay Park Pickleball Conversion Project, COF1516971.

Jeremy Arnett 1/26/2026

Jeremy Arnett, PLA, Project Manager
Bolton & Menk, Inc.

BOLTON & MENK
Real People. Real Solutions.

418 South Dawson Street
Raleigh, NC 27601

Phone: (919) 719-1800
Bolton-Menk.com

January 26, 2026

Nelson Soriano
Neighborhood Engagement Manager
Economic & Community Development
225 Ray Ave,
Fayetteville, NC 28301

Re: Tokay Park Pickleball Conversion Project (COF1516971)
Landscape Architect's Recommendation of Contract Award

Dear Mr. Soriano,

Bolton & Menk is pleased to provide this recommendation of award for the Tokay Park Pickleball Conversion Project (COF 1516971). The bid opening was held on January 22, 2026 at 2pm at Fayetteville's City Hall. There were four responsive bids: K & C Contractors, Inc.; Hollins Construction Services, Inc.; Finley Asphalt & Concrete; and USA Court Builders. K & C Contractors, Inc. was the apparent low and responsive bidder with a Base Bid of **$674,000.00**. There were no bid alternates. The Owner's Contingency and any allowances are not a part of the Base Bid. The bid amount is accurately shown on K & C Contractors, Inc.'s bid form and the 5% Bid Bond is accurate.

Based on general compliance with required bidding documents and being the low apparent bidder, Bolton & Menk recommends the Tokay Park Pickleball Conversion Project to be awarded to K & C Contractors, Inc.

If you have any questions, please contact me at 984-302-9953.

Sincerely,

Bolton & Menk, Inc.

Jeremy Arnett, PLA
Landscape Architect Project Manager

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0088

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A8

TO: **Mayor and Members of City Council**

THRU: **Jeffery Yates, Assistant City Manager**

FROM: **Roger Hunt, Project and Contract Manager**

DATE: **February 9, 2026**

RE:
Authorize the City Manager to negotiate and enter into a contract for pre-construction activities for Fire Station No. 9 Construction Manager at Risk Selection

COUNCIL DISTRICT(S):
4

Relationship To Strategic Plan:
Goal 1: Safe and Secure Community

Executive Summary:
The attached Request for Qualifications (RFQ) for Construction Manager at Risk Services for Fire Station No. 9 Relocation was issued on December 2, 2025. Three responses were received on January 8, 2026. A selection committee ranked the three responses and chose to interview all firms. Interviews were conducted on January 21, 2026, and Swinerton is the recommended candidate

Background:
The Fayetteville Fire Department (FFD) will relocate Fire Station 9 from its current facility on Santa Fe Drive to a new facility on Bonanza Drive near the intersection of Foxfire Road (REID: 0408343586000). This property was evaluated and determined to be an optimal site. The property is currently owned by the City of Fayetteville (COF). This fire station facility is expected to be approximately 13,000 square feet which will include a minimum of 3 apparatus bays with drive through capability, individual dorm rooms, kitchen / dining / day room combination, hose storage / repair / tool room, decontamination room, gear storage room, multipurpose room, public & private bathrooms, mezzanine for HVAC / storage, laundry room, radio / report room, fitness room, IT room, electrical room, and offices.

The project will be designed by Davis Kane architects, whose contract is in the negotiation stage. MBP is under contract as the Owner's Advisor and will assist the City's project manager in the delivery of the project.

This is the second fire station in the 2022 $60 Million Public Safety Bond program.

Issues/Analysis:

The Construction Manager at Risk (CMAR) contract will consist of two phases, pre-construction and construction. This City Council Action Memo is for consideration of the pre-construction phase services. At a later date, the CMAR will provide a Guaranteed Maximum Price (GMP) for construction services. This may come to you as an amendment to the initial contract.

Budget Impact:

None - Included in the project budget.

Options:

1. Authorize the City Manager to negotiate and enter into a contract for pre-construction activities with Swinerton.
2. Do not authorize City Manager to negotiate and enter into a contract for pre-construction activities with Swinerton and provide further guidance.

Recommended Action:

Authorize the City Manager to negotiate and enter into a contract for pre-construction activities with Swinerton.

Attachments:

Request for Qualifications
City of Fayetteville CMAR for Fire Station No. 9 Submission

CITY OF FAYETTEVILLE REQUEST FOR QUALIFICATIONS

Request for Qualifications for Construction Manager at Risk Services for Fire Station No. 9

COF1516788

ISSUED: December 2, 2025

DUE: January 8, 2026

Funding Source: Go Bond

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY CONTACT:
KIMBERLY TOON,
PURCHASING MANAGER
kimberlytoon@fayettevillenc.gov
(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

FAYETTEVILLE NC

AMERICA'S CAN DO CITY

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:

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

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

REQUEST FOR QUALIFICATIONS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., January 8, 2026** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Construction Manager at Risk Services for Fire Station No. 9

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

Request for Qualifications submittal deadline is **2:00 p.m. on January 8, 2026,** at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **"Construction Manager at Risk Services for Fire Station No. 9"**

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

The City reserves the right to reject any or all responses and to waive all informalities concerning award to the most qualified respondent taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager

General Information

Project Summary

City of Fayetteville is issuing this Request for Qualifications ("RFQ") for Construction Manager at Risk (CMAR) to provide Pre-Construction Services and Construction Services for the Fire Station #9 project, including site work, infrastructure, collaboration with the project team during the construction document phases, development of a guaranteed maximum price (GMP) proposal, and, construction, assuming successful negotiation of a GMP with the owner. The purpose of this solicitation is to provide a timely, cost-effective, and efficient project delivery method as authorized under N.C. General Statutes Section 143- 64.31. Funding Source: GO BONDS.

Project Background

The Fayetteville Fire Department (FFD) will relocate Fire Station 9 from its current facility on Santa Fe Drive to a new facility on Bonanza Drive near the intersection of Foxfire Road (REID: 0408343586000). This property was evaluated and determined to be an optimal site. The property is currently owned by the City of Fayetteville (COF). This fire station facility is expected to be approximately 13,000 square feet which will have a minimum of 3 apparatus bays with drive through capability, individual dorm rooms, kitchen / dining / day room combination, hose storage / repair / tool room, decontamination room, gear storage room, multipurpose room, public & private bathrooms, mezzanine for HVAC / storage, laundry room, radio / report room, fitness room, IT room, electrical room, and offices.

RFQ Schedule of Events

Provided below is the anticipated schedule of events. The City reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this Project.

Advertisement of RFQ:	December 2, 2025
Deadline for Questions	December 16, 2025
DUE DATE & TIME FOR SUBMITTALS	January 8, 2026
Evaluation	January 2026
Short Listed Contractor Notification:	Allow two-weeks post submittal. Firms selected will be notified by Project Manager.
Interviews (if needed)	January 2026
Selection Announcement (anticipated):	Estimated late January 2026

Selection Criteria

The acquisition of CMAR services will adhere to N.C. General Statutes 143-64.31, which requires that firms be selected to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee.

A committee comprised of City staff and the project team will assess the RFQ submissions and rank them based on the criteria outlined herein. Each RFQ will undergo evaluation, considering the proposer's qualifications and their alignment with the requirements of this RFQ. After the initial review, the Selection Committee may opt to interview proposers or seek further clarification on any aspects of the RFQ submissions.

The owner retains the discretion to choose the firm that offers the most advantageous benefits to the City. Furthermore, the owners may seek additional details or clarifications from any proposer regarding their RFQ submission. All proposers participating in this RFQ will receive notification of the final decision.

After the review of the proposals by the selection committee, the selection of the top firm will be made, and fee negotiations will commence. Final recommendations and approval of the contract and fee will be taken to the City Council once the fee negotiations have been completed.

RFQ Selection Criteria

The RFQ selection process for the CMAR will be based on several factors, including the respondent's relevant experience, knowledge of the local market, forward-thinking approach, strength, and relevant project experience of staff designated for this Project, presence in the Fayetteville area, HUB utilization history and demonstrated level of interest, as described in greater detail below.

Firms will not be considered unless the following minimum qualifications are met:

- The firm must have bonding capacity to provide a payment and performance bond for the total cost of the work. A letter from a surety stating that the firm has sufficient bonding capacity must be submitted with the cover letter. The letter should also indicate the grade of the bonding agency.
- The firm must be properly registered with the Office of Secretary of the State of North Carolina.
- The firm shall hold a valid North Carolina General Construction License.
- The firm shall not have any recent or pending litigation.
- The firm shall comply with NCGS 133-1.

In evaluating the proposals, the following criteria will be used:

- Expertise in CMAR work:
    - List examples of similar public safety projects completed or started within the last 5 years with a construction budget of at least $5,000,000.
    - Demonstrated 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.
    - 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 and substantial completion dates for example projects.
- Public Safety Project Experience:
    - Firm's experience and knowledge in the construction of public safety facilities.
    - Any recent public safety CMAR projects (Last 5 years)
    - Experience in pre-qualifying contractors and subcontractors with public safety construction experience.
    - Firms approach to cost and quality management in design phase.
- Personnel and Team Qualifications:
    - Qualifications of key personnel, along with 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 most recent CM at Risk projects with a budget of at least $5,000,000.
    - Approach to maximize contractor and subcontractor participation.
- Business Qualifications:
    - HUB Certification.
    - Construction Manager’s outreach program to encourage participation by HUB contractors and subcontractors (particularly local contractors and subcontractors), and HUB participation for the construction management of these projects. (City of Fayetteville carries a goal 16% HUB participation.)
    - Actual MBE participation on the 3 most recent CM at Risk projects at least $5,000,000.
    - Location of office and familiarity with the local area.
    - Knowledge of local codes and ordinances.
- Project Quality, Safety, and 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 3 most recent project completions of at least $5,000,00.
- Quality control philosophy
- Project closeout and punch list approach.

Section 1: Scope of Services

The City is looking for a Construction Manager at Risk (CMAR) with the necessary resources, experience, and qualifications for Fire Station #9. The following is for illustrative purposes only and is not intended to be exhaustive or exclusive.

General

The CMAR shall provide consulting, scheduling, estimating, and cost control services. The CMAR will collaborate with all members of the Project Team. As part of its duties as a general contractor, the CMAR will be responsible for:

- Developing an initial GMP to construct the Project and related work, and amending the GMP during the Preconstruction Phase;
- Performing and delivering the Project to the Project Team within the approved GMP;
- Scheduling, estimating, and performing portions of the Work;
- Recommending optimal construction phasing, if applicable, and sequences; and
- Coordinating and sequencing with all owner-provided vendors.

Pre-Construction Services Overview

During the initial phase, our focus is on delivering comprehensive pre-construction services throughout the design and bidding stages. This encompasses, but is not restricted to, the following:

1. Engaging with the City and the project team to shape the project's direction.
2. Attend regularly scheduled and impromptu meetings with the project team to advise on matters related to material selection, building methods, construction details, phasing, sequencing, quality risks, and other applicable matters.
3. Review design documents and cost estimates
4. Prepare cost estimates at specific phases of design (30% (SD), 60% (DD) and 90% (CD)) and Final Construction Documents (100%). The CMAR cost model shall be independent of the project team statement of probable construction costs and any other cost estimates provided to the Owner.
5. Attend and participate in cost reconciliation meetings with third party estimators.

6. Conduct a constructability assessment during the Pre-Construction phase, suggesting cost efficient or value-enhancing strategies, and/or identify conflicts or deficiencies in design plans.
7. Formulate a Critical Path Method schedule that outlines procurement methods, approvals, regulatory clearances, staging, construction, and project conclusion.
8. Continuously revise and oversee project schedules to ensure alignment with the project's timeline.
9. Collaborate with the project team to compile and forward all requisite permits and endorsements.
10. 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.
11. Deliver a Guaranteed Maximum Price (GMP) that includes the cost of the work based on the sum of bid amounts and the construction manager's fee, general conditions, contingency, and all project related costs, i.e. bonds.

Construction Management Services Overview

In this phase, our focus is on delivering construction management services throughout the project's implementation. This includes:

1. Working closely with the owners and project team to ensure adherence to quality standards, safety protocols, and alignment with plans.
2. Deploying on-site personnel for construction oversight, organizing regular weekly meetings, and participating in monthly sessions with the project team.
3. Developing and updating a comprehensive construction timeline, detailing sequencing, phases, traffic management, delivery schedules, inspections, tests, and occupancy plans.
4. Developing and maintaining weekly/monthly project schedule updates.
5. Developing and implementing a quality control plan.
6. Developing and maintaining a site safety plan.
7. Generating and submitting payment applications as required.
8. Evaluating shop drawings, coordinating their approval with the project team, and ensuring the collection of as-built drawings during construction.
9. Facilitating site walkthroughs, addressing and resolving punch list items, and overseeing the final inspection.
10. 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.

11. Receive, record, and satisfactorily address all warranty issues.

All work performed by the CMAR shall be consistent with applicable federal, state, and local laws and Regulations.

Section 2: Submittal Instructions & Guidelines

Required Content

The following forms and responses should be provided in the RFQ:

1. **Cover Letter:** A cover letter that states clearly why you feel your team is best suited to provide CMAR services.
    a. Provide a letter from a surety company confirming the Firm's ability to provide bonding for the estimated amount for the Project.
2. **Company General Profile:** details about the firm, firm history, corporate structure (LLC, corporation, etc.), corporate officers, years in business, office locations, number of staff, services offered, expertise areas, and the office location handling the project. Provide contact info for the key executive on the project. Include details on the firm's licenses for services in North Carolina and confirm its authorization to do business there.
    a. Describe any claims, disputes, and/or litigation resolved/settled within the past five (5) years. State the type of project delivery method for each project that resulted in a claim.
3. **Company CMAR Experience:** Provide previous experience and examples of similar CMAR projects completed in the last five years by the office where the work will be performed. Do not include projects in which members of the applicant firm worked on while employed by another firm.
    a. List projects in date order with newest projects listed first and include the following:
        - Brief project description;
        - Owner's representative having knowledge of the firm's work, include the contact name, organization, phone, email, and address;
        - Contract dollar amount and total time period involved;
        - GMP vs. Actual cost history;
        - HUB goals vs. Final utilization;
        - Discuss methods, approach and controls used on the project;
        - Discuss approach and methodology for preconstruction cost estimating efforts and value engineering; and
        - Discuss approach for successful incorporation of phased construction with multiple owner-provided vendors and yearlong ongoing events during construction. Owner-provided vendors include, but is not limited to utilities, designers, and inspections.

4. **Company Public Safety Facility Experience:** Provide previous experience and examples of 5 or more public safety projects completed by the company, from the office where the work will be performed, listing the name of the client and brief description of the project, dates work was started and completed, construction method, cost, etc. Include a current client contact with a phone number for each project. Only list projects completed in the last five years. Do not include projects in which members of the applicant firm worked on while employed by another firm.
5. **Proposed Team:** Names, roles, and tenure with the company of key personnel assigned to the project, including the Project Lead, Project Manager, and Project Superintendent. Indicate the staff availability or current projects commitments. Indicate their involvement in any of the projects featured in #3 and #4. Provide an organizational chart of the team including any subconsultants to be assigned to the project along with their respective assignments/responsibilities. A maximum one-page resume for each team member is allowed. Include projects each member has worked on within the past five years that are similar to this project.
6. **HUB Certification:** Construction Manager's outreach program to encourage participation by local HUB contractors and subcontractors, and HUB participation for the construction management of these projects (City of Fayetteville carries a goal of 16% HUB participation) and actual MBE participation.
7. **Project Quality:** Current safety performance record and example of safety plan to be implemented. Timeliness in product delivery and records meeting requirements.
    a. Describe the firm's Project Management and Quality Control procedures, processes for performance, and past involvement of these types of projects.
    b. Discuss the firm's management and quality control procedures related to subcontractors.

8. **Format**

- All proposals must be submitted on 8 ½'' x 11" size paper, minimum font size 11, table of contents, and reference tabs for key sections.
- Package not to exceed 30 pages (front and back counts as 2 pages)
- Cover letter, Table of Contents, tabs, and one-page resumes are excluded from the page count total.
- Statement of Qualifications must include a minimum of five (5) hard copies printed on postconsumer recycled paper (at least 30%) and one (1) electronic media copy in a sealed envelope/package, clearly marked on the outside with the following: "City of Fayetteville RFQ for Fire Station #9 CMAR". To be considered, Statements of Qualifications must be received by January 8, 2026, at 2:00 PM EST to the following address:

Kimberly Toon, Procurement Manager

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

1. **City Conditions:**
    - All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the submittal. However, City of Fayetteville reserves the right to change the conditions, requirements, and specifications as it deems necessary.
    - No RFQs will be accepted from any person or organization that is in arrears for any obligation to the City of Fayetteville, or that otherwise may be deemed irresponsible or unresponsive by City staff or the City of Fayetteville City Council.
    - The City of Fayetteville is not obligated to enter into any contract as a result of the RFQ.
    - The City of Fayetteville reserves the right to reject any and all bids or any part thereof and to select the most responsive firm that is deemed in the best interest of the City of Fayetteville.
    - The City of Fayetteville may approve or disapprove the use of specific proposed subcontractors in any bid.
    - The City of Fayetteville reserves the right to enter into an agreement with another proposing vendor in the event that the originally selected vendor fails to execute a contract with the City or defaults on their contract.
    - The City of Fayetteville reserves the right to negotiate with any, none or all of the proposing companies.
    - All costs, including travel and expenses, incurred in the preparation of this proposal will be borne solely by the proposing company. The City will not return RFQ materials to those submitting proposals.
    - No agreements with any selected vendor shall be binding until a contract is signed and executed by the City Council and/or City Manager and authorized representatives of the vendor.

Section 3: City of Fayetteville General Contracting Terms

ASSIGNMENT

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

GOVERNING LAW

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

COMPLIANCE WITH LAWS

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

SEVERABILITY

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

DEFAULT

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

DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR INVESTING IN IRAN CERTIFICATION

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

this Agreement or any part thereof is void due to Vendor appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

E-VERIFY

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

FORCE MAJEURE

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

MORALITY CLAUSE

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

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

NON APPROPRIATION

Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and any other governmental entities. In the event sufficient

appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of City.

INDEMNIFICATION

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

INSURANCE

1. INSURANCE FOR PRE-CONSTRUCTION SERVICES.

   The CMAR, in its performance of Pre-Construction Services, shall provide documentation evidencing that it maintains insurance in strict accordance with the requirements of this Section.

   a. The Owner shall not be required under this Master Agreement to procure or maintain any insurance for the Project or for the benefit of the Project Team and/or other Project participants. It is the intent of this Master Agreement that the CMAR will implement insurance and purchase insurance policies to protect the Work and to insure against liabilities of the CMAR and its Subcontractors and suppliers of any tier. Such insurance shall be of the kinds and have limits of

liability and coverage not less than the minimum limits specified in this Section or required by law, whichever is greater. The Owner's separate contractors that may be working at the Project site contemporaneously with the CMAR will include the CMAR as an additional insured.

b. The CMAR shall, without limiting its obligations or liabilities, procure, pay for, and maintain such insurance as is required by law and as is required by this Master Agreement and/or the other Contract Documents to protect the CMAR, the Owner, and the Project Designer from claims for damages for bodily injury, including without limitation death, and from claims for property damage, including the loss of use resulting therefrom, which may arise out of or result from the CMAR's or its representatives', consultants', Subcontractors', agents', or employees' operations under this Master Agreement. Such insurance shall be of the kinds and have limits of liability and coverage not less than the minimum limits specified in this Section or required by law, whichever is greater. The Owner makes no representation as to the adequacy or sufficiency of such coverage. The requirements of this Section shall in no way be construed to limit or eliminate the liability of the CMAR that arises from performance of Work under this Master Agreement. The CMAR is strictly responsible for any losses, claims, and costs of any kind which exceed the CMAR's limits of liability, or which may be outside the coverage scope of the policies.

(1). The obligations of the CMAR under this Section shall not extend to liability arising out of the negligence of the Owner or the Project Designer or their respective representatives, consultants, Subcontractors, agents, and/or employees. The obligations of the CMAR under this Section shall not extend to liability arising out of professional services unless performed by the CMAR, including defects in design performed by the Owner or the Project Designer or their respective representatives, consultants, subcontractors, agents, and /or employees.

c. The insurance required by this Section shall be provided by an insurer approved by the Owner, authorized to do such business in the State of North Carolina, and on terms approved by the Owner. All insurance companies utilized by the CMAR shall have a minimum rating of A- and Class VII as evaluated by the most current
A.M. Best Rating Guide. All agents and brokers of the CMAR's insurers shall hold valid licenses from the State of North Carolina. The CMAR shall furnish to the Owner a certificate or certificates of insurance for its Subcontractors in a form satisfactory to the Owner contemporaneously with the executed contracts with the Subcontractors. Upon request of the

Owner, the CMAR shall provide the Owner with redacted copies of the insurance policies required by this Section, including without limitation declaration pages, conditions, exclusions, and additional insured endorsements, and shall confirm that each policy premium has been paid for the required term of this Master Agreement. Certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf.

d. All insurance policies required by this Section shall provide that the insurance carrier shall not initiate cancellation, non-renewal, or material limitation of coverage without at least thirty
(30) days prior written notice to the Owner (or 10 days in the case of cancellation due to non- payment of premium). A Direct Notice of Cancellation endorsement is to be attached to corresponding certificates of insurance. In the event of any such cancellation, non-renewal, or material limitation, the CMAR is obligated to replace such insurance within seven (7) days without a gap in coverage and file accordingly such notice with the Owner and other interested parties. Failing immediate receipt of evidence of such replacement of insurance, the Owner reserves the right to procure such insurance as the Owner considers desirable, and the CMAR shall pay or reimburse the cost of the premium arising therefrom without any rights to seek subsequent reimbursements from the Owner.

No action or inaction on the part of the Owner shall in any way change or reduce the CMAR's responsibilities and liabilities under this Master Agreement. Self- funded, policy fronting, or other non-risk transfer insurance programs or mechanisms are not acceptable without prior written approval of the Owner. Full disclosure of such a program must be made prior to the CMAR’s commencing mobilization to the Project site. Failure to make a full disclosure constitutes a material breach of this Master Agreement.

e. The CMAR shall ensure that it and all its Subcontractors name the Owner as additional insured under all insurance policies required by this Master Agreement to be procured and maintained during the pre-construction phase of the Project (except workers' compensation, employers liability, and professional liability) with respect to and including liability for bodily injury and property damage caused, in whole or in part, by the willful misconduct, negligent act, or omission of the CMAR or those acting on the CMAR’s behalf (including without limitation Subcontractors) under this Master Agreement, products and completed operations of the CMAR, and automobiles owned, hired, leased, or borrowed by the CMAR. Additional

insured status is not intended to extend to liability caused by the Owner's or the Project Designer's negligence.

f. For any claims related to this Project, the CMAR's insurance or self-insurance shall be primary and noncontributory with respect to any of the Owner's insurance to the extent of the CMAR's liability under this Section. Any insurance or self-insurance maintained by the Owner shall be excess and noncontributory with respect to the CMAR's insurance.

g. All policies of insurance required under this Section shall contain a clause or endorsement waiving rights of subrogation against the Owner.

h. Limits of coverage are not to be amended by deductible clauses of any nature without the express written consent of the Owner. The CMAR shall be solely responsible for any deductible assumptions that may exist in any insurance policies required under this Master Agreement. In addition, the CMAR shall be responsible and shall not be reimbursed for any losses arising from any risk or exposure not insured as required by this Section or not covered as a result of normal policy exclusion or that falls within the self-insured retention, if the CMAR is self-insured.

The following deductibles are included in the CMAR's policies:

(1).	$500,000	General Liability
(2).	$500,000	Workers Compensation/Employers Liability
(3).	$100,000	Auto Liability
(4).	$500,000	Pollution Liability/Professional Liability
(5).	$5,000	Builder's Risk (various other deductibles apply)

i. The CMAR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

j. The claim provisions in the CMAR's insurance policies must specifically state the insurance company or CMAR's third party administrator. If self-insured, the CMAR has both the right and the duty to adjust a claim and provide defense.

k. If any of the policies procured pursuant to this Section contain any warranty stating that coverage is null and void (or words to that effect), or if the CMAR does not comply with the most stringent regulations governing the Work, then the policies shall be modified so that coverage

shall be afforded in all cases except for the CMAR's willful or intentional noncompliance with applicable government regulations.

l. Any failure by any person to comply with the reporting or other provisions of any insurance policy, including, without limitation, any breach of warranties, shall not affect coverage provided to the Owner and its respective representatives, officials, or employees. The Builder's Risk coverage shall not include a Separation of Insureds provision.

m. The insolvency or bankruptcy of the insured, or of the insured's estate, shall not relieve the insurance companies of any obligations under these policies. Any clauses to the contrary are unacceptable and must be removed.

n. Reserved

The Work under this Master Agreement shall not commence until the CMAR has verified to the Owner that all required insurance coverages as described in this Section have been obtained and further verified that appropriate certificates of insurance have been approved in writing by the Owner. The Owner's review and/or acceptance of such certificates of insurance shall neither relieve CMAR of any requirement to provide the specific insurance coverages set forth herein nor constitute a waiver or acknowledgment of satisfaction of the specific insurance coverage requirements set forth in this Master Agreement.

(1). The Description of Operations/Locations/Vehicles section in the certificates of insurance should include COR Department/Division, Name of Project or Services, Projected Dates of Contract

The Certificate Holder address should read:
City of Fayetteville
433 Hay Street
Fayetteville NC 28301

o. Worker's Compensation and Employer's Liability: The CMAR shall ensure that it and all of its Subcontractors procure and maintain Workers' Compensation Insurance in the amount and type required by the State of North Carolina and federal law for all employees employed under this Master Agreement who may come within the protection of Workers' Compensation Laws and covering all operations under this Master Agreement, whether performed by the CMAR or by its Subcontractors. In jurisdictions not providing complete Workers' Compensation protection, the CMAR shall ensure that it and its Subcontractors shall maintain employers' liability insurance in an amount, form, company, and agency satisfactory to the State of North Carolina and the Owner for the benefit

of all employees not protected by Workers' Compensation Laws and covering all operations under this Master Agreement whether performed by the CMAR or by its Subcontractors.

(1). The CMAR shall pay such assessments as will protect the CMAR and the Owner from claims under the Workers' Compensation Laws, workers' or workmen's compensation disability benefits, and other similar employee benefit acts. The current Experience Modification Factor shall be indicated on the certificate of insurance.

(2). Coverage under this Section shall be as required by federal and state Workers' Compensation and Occupational Disease Statutes, and shall have minimum limits as follows:

- Coverage A: Statutory, State of North Carolina
- Employers' Liability: Each Accident: $1,000,000
- Disease - Policy Limit: $1,000,000
- Disease - Each Employee: $1,000,000

(3). Such insurance shall include Voluntary Compensation coverage, a Waiver of Subrogation in favor of the Owner, as well as other endorsements that may be required by applicable jurisdictions, i.e. United States Longshoremen and Harbor Workers Act and maritime coverage (Jones Act).

p. Automobile Liability Insurance: The CMAR shall ensure that it and all of its Subcontractors procure and maintain automobile insurance against liability for bodily injury, death, and property damage as described below, that may arise out of or result from the Work being performed under this Master Agreement, and will provide protection from claims which may arise out of or result from the CMAR's performance of the Work and the CMAR's other obligations under this Master Agreement, whether such performance of the Work is by the CMAR; by any representative of the CMAR; by any of the CMAR's Subcontractors; by anyone employed directly or indirectly by the CMAR or any of its Subcontractors; or by anyone else for whose acts the CMAR or any of its Subcontractors may be liable.

(1). This policy of insurance shall carry the following minimum Limit of Liability:

Combined Single Limit: $1,000,000

(2). The policy of insurance shall contain or be endorsed to include the use of any automobile, including owned, hired, and non-owned

automobile liability.

(3). If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the transporter does not comply with the most stringent regulations governing the Work, the policy shall be modified so that coverage shall be afforded in all cases except for the transporter's willful or intentional noncompliance with applicable government regulations.

q. General Liability Insurance: The CMAR shall ensure that it and all of its Subcontractors procure and maintain commercial general liability insurance against liability for bodily injury, death, and property damage, including the resulting loss of use therefrom, as described below, that may arise out of or result from the Pre- Construction Services being performed under this Master Agreement, and will provide protection from claims which may arise out of or result from the CMAR's performance of the Pre-Construction Services and the CMAR's other obligations under this Master Agreement, whether such performance of the Pre-Construction Services is by the CMAR; by any representative of the CMAR; by any of the CMAR's Subcontractors; by anyone employed directly or indirectly by the CMAR or any of its Subcontractors; or by anyone else for whose acts the CMAR or any of its Subcontractors may be liable. This policy of insurance must be written on an occurrence basis, with the following minimum Limits of Liability:

- General Aggregate per project: $10,000,000.00
- Products/Completed Operations Aggregate: $10,000,000.00
- Bodily Injury & Property Damage /each occur: $10,000,000.00
- Personal Injury and Advertising Injury: $10,000,00.00 The policy of insurance shall contain or be endorsed to include the following.

Blanket Contractual Liability covering CMAR's indemnification obligations under this Master Agreement in accordance with ISO policy form CG 00 01. Modifications to the standard provision will not be acceptable if they serve to reduce coverage for the following:

- Premises/Operations Liability.
- Explosion, collapse, and underground fault.
- Independent Contractors and Independent Subcontractors coverage.
- Broad Form Property Damage.
- Personal Injury.
- Cross Liability/Severability of Interest clause.
- Employer's Stop-Gap Liability endorsement, if applicable.
- Amendment of the Pollution Exclusion Endorsement to allow

coverage for bodily injury or property damage caused by heat, smoke, or fumes from a hostile fire.

- Designated General Aggregate Limit Endorsement if required by the Supplementary Conditions.

The CMAR shall ensure that it and all of its Subcontractors provide the Owner additional insured endorsements CG 20 10 10 01 or CG D3 61 03 05 for ongoing and premise operations and CG 20 37 10 01 for completed operations, except as may otherwise be approved by the Owner to meet MWBE goals.

Umbrella or Excess Liability insurance coverage may be used to meet or exceed the minimum insurance limits in this Master Agreement using a follow-form coverage form for all layers. Coverage shall remain continuously in effect and without interruption for at least six (6) years after Substantial Completion and shall include coverage for exposures arising from operations that have been completed. The CMAR shall furnish the Owner and each other additional insured listed in this Master Agreement to whom the certificates of insurance have been issued, evidence satisfactory to the Owner of continuation of such insurance at the date of Substantial Completion and each year thereafter.

r. Property Insurance: In the event any construction work is to be performed in connection with the CMAR's Pre-Construction Services, then prior to the commencement of any such construction work being performed, the CMAR shall be responsible for purchasing and maintaining builder's risk insurance to protect the Project from perils of physical loss. The Builder's Risk policy must be an "All Risk" (Special Perils) coverage form, have no coinsurance penalty provisions, and be endorsed to increase the limit of insurance for all Change Orders. The Builder's Risk policy shall contain no exclusion for theft, collapse, or damage to foundations or underground structures, pipes, or conduits.

The insurance required by this Subsection.r. shall provide for the full cost of replacement for the construction work at the time of any loss. The insurance shall insure against the loss from the perils of fire and all risk coverage for physical loss or damage due to theft, vandalism, riot, civil commotion, collapse, malicious mischief, transit, flood, earthquake, testing, damages resulting from defective design, negligent workmanship, blasting and explosion, windstorm, hail, lightning, vehicle impact, aircraft, smoke, mechanical breakdown, boiler

explosion, artificial generated electrical current, or defective material, or water damage other than caused by flood. The Owner, the Project Designer, and all tiers of Subcontractors shall be additional insureds on the Builder's Risk policy. The CMAR shall be the named insured (responsible for premium payments, policy changes, etc.). The CMAR shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost of the Project.

Cold Testing will be automatically included in the policy. Hot Testing exposures will apply to the Project, and as such this exposure is required to be added to the Builders Risk insurance policy.

(1). WAIVERS OF SUBROGATION: The Owner and the CMAR waive all rights against (1) each other and any of their Subcontractors, sub- Subcontractors, agents, and employees, each of the other, and (2) the Project Designer, its consultants, separate subconsultants, agents, and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance pursuant to this Subsection r. or other property insurance applicable to the construction Work. The Owner or CMAR, as appropriate, shall require of the Project Designer, its consultants, separate subconsultants, agents, and employees, if any, and of the Subcontractors, separate sub-Subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

s. Aviation/Aircraft: If required by Owner, the CMAR shall ensure that the operator of an aircraft of any kind, including without limitation drones and/or other forms of unmanned aircraft, utilized in the performance of this Master Agreement, must maintain liability insurance covering bodily injury and property damage on a combined single limit basis, each occurrence limit and in the aggregate (including passenger liability) with liability limits in an amount not less than Five Million and 00/100 Dollars ($5,000,000). If non-employee passengers are carried, the policy procure must not include a per-passenger sublimit. Prior to commencing operations, the operator of any aircraft covered by this Subsection s. must provide the Owner with a certificate of insurance naming the Owner as

additional insured on a primary and non- contributory basis. The operator of the aircraft and its insurer(s) must hold the Owner harmless and waive subrogation with respect to damage to the aircraft. If the aircraft is to be used to perform lifts at the Project site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment being lifted.

t. Professional Liability:

(1). The CMAR shall ensure that it and all of its Subcontractors provide and maintain professional liability insurance coverage to protect the Owner from liability arising out of or resulting from the performance of professional services if any, by the CMAR and/or its Subcontractors under this Master Agreement or any amendments thereto. Such coverage shall be in the sum of not less than Ten Million Dollars ($10,000,000.00).

(2). Throughout the term of this Master Agreement, the professional liability policy shall contain full prior acts coverage. Coverage should be continuously maintained during the term of the Master Agreement. Coverage shall not include any exclusions or limitations related to (i) scope of professional services; (ii) delays in Project completion or cost overruns; (iii) who is authorized to notify the carrier of a claim or a potential claim; and
(iv) mold, fungus, asbestos, pollutants, or hazardous substances.

(3). Claims-made coverage is permitted provided the policy retroactive date is continuously maintained prior to the Effective Date of this Master Agreement and coverage is continuously maintained during all periods in which the CMAR performs professional services for the Owner and for an additional period of one (1) year after termination of this Master Agreement or the last date such services are performed, whichever comes later.

u. Deductible: Any deductible, if applicable to loss covered by any insurance policy required by this Section, is to be borne by the CMAR and/or its Subcontractors.

v. Proof of Coverage: The CMAR shall ensure that it and all its Subcontractors furnish the Owner with satisfactory proof of carriage of the insurance required above before written approval of the CMAR's insurance for its Subcontractors is granted by the Owner.

w. Claims: The CMAR shall notify the Owner within twenty-four (24) hours of any claims or alleged claims received by the CMAR, or by any of its

Subcontractors, that are covered by any of the policies of insurance required of the CMAR and/or its Subcontractors under this Master Agreement. The CMAR shall provide a written copy of the claim or alleged claim to the Owner within three (3) days of the CMAR's receipt of the claim or alleged claim. If a claim is settled to the satisfaction of the claimant, the CMAR shall submit a copy of the claimant's release to the Owner.

If a claim or alleged claim is rejected by the CMAR and/or its insurance company, the CMAR shall immediately report this fact to the Owner. Should thirty (30) days elapse after the claim or alleged claim has been received by the CMAR, and the CMAR is not able to report a settlement or rejection of the claim, it shall report to the Owner the steps being taken with respect to the claim. Without limiting the foregoing, the CMAR shall notify the Owner in writing of any paid or incurred claims which may impair annual aggregate or general liability insurance coverage limits.

x. Contractor As Joint Venture: If the CMAR is completing this Project on a joint venture basis, both joint venture partners shall retain all liabilities assumed by this Master Agreement, individually and collectively. This may include, but is not limited to, all premiums due, deductibles/self-insured retentions, coinsurance provisions, claim provisions, insurance policy conditions, and indemnification provisions hereunder.

Evidence of a Blanket Joint Venture Endorsement must be obtained from the General Liability and CMAR's Pollution Legal Liability carriers of each joint venture partner substantially as follows.

“With respect to "your work", and the "products-completed operations hazard", you are an insured for your liability arising out of the conduct of any partnership or joint venture of which you were a partner or member, even though this partnership or joint venture is not shown as a Named Insured in the Declarations. This coverage is excess over any available liability purchased specifically to insure the partnership or joint venture. This coverage will not inure to the benefit of any other party except you."

y. Pollution Legal Liability (PLL): The CMAR shall ensure that it and all of its Subcontractors provide and maintain pollution legal liability (PLL) insurance coverage. Coverage must include Asbestos Legal Liability and Errors and Omissions due to potential environmental hazards with limits no less than
$5,000,000 per occurrence or claim, and $10,000,000 policy aggregate. Coverage shall apply to the scope of work described under this Master Agreement, including transportation, and shall include coverage for bodily

injury, property damage (including loss of use of damaged property), clean-up costs, mold, defense costs, and investigative costs. The CMAR shall maintain Completed Operations coverage for six (6) years following completion of construction Work.

Claims Made Policies: If any coverage required is written on a claims-made coverage form, the retroactive date must be shown, and this date must be before the Effective Date of the Master Agreement or the beginning of the contract work. Insurance must be maintained, and evidence of insurance must be provided, for at least six (6) years after completion of construction Work.

If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the Master Agreement Effective Date or start of work date the CMAR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to Owner for review. Pollution Liability shall not contain lead-based paint or asbestos exclusions.

z. The Owner may elect to purchase certain insurance, specifically Pollution Legal Liability and/or Builder's Risk Insurance covering the Owner, the CMAR, all Subcontractors, and all sub- Subcontractors. In this event, the CMAR and its Subcontractors shall not be required to purchase insurance provided by the Owner. If the Owner elects to purchase either Pollution Legal Liability and/or Builder's Risk insurance, this Master Agreement shall be amended accordingly.

TERMINATION FOR CAUSE

In the event of substantial failure by Vendor to perform in accordance with the terms of this Agreement, City of Fayetteville shall have the right to terminate Vendor upon ten calendar (10) days written notice in which event Vendor shall have neither the obligation nor the right to perform further services under this Agreement nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed. Vendor shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City's request.

TERMINATION FOR CONVENIENCE

Upon thirty (30) calendar days' written notice to Vendor, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Agreement. Upon such notice, Vendor shall have neither the obligation nor the right to perform services under this Agreement nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, Vendor

shall be paid for the completed and accepted work executed in accordance with this Agreement prior to the written notice of termination. Additionally, upon mutual agreement, Vendor may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days' after the written notice is sent by the City of Fayetteville. Vendor shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City's request.

PROTEST

Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than7 calendar days following receipt of said protest by the Purchasing Manager.

SURVIVAL OF TERMS

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

VENUE AND FORUM SELECTION

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

INDEPENDENT VENDOR

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

AMENDMENT

The City and Vendor may, from time to time, request changes in services to be performed by Vendor. Any such changes that are mutually agreed upon by the City and Vendor shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and

understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.

ENTIRE AGREEMENT

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

CITY'S TERMS SUPERSEDE

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

The City of Fayetteville is an Equal Opportunity Employer and does not discriminate on the basis of sex, marital status, race, color, creed, national origin, age or disability.

Questions:

Kimberly Toon, Procurement Manager
City of Fayetteville
City Hall
433 Hay Street
Fayetteville, NC 28301

DRAFT

AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
« »
« »

THE OWNER:
(Name, legal status and address)
« »« »
« »

THE ARCHITECT:
(Name, legal status and address)
« »« »
« »

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the

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Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects,

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except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

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§ 3.13 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING
§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION
§a. To the fullest extent allowed by law, the CMAR shall indemnify, defend, and hold harmless the Owner, its officers, officials, employees, agents, or indemnities (collectively referred to as the "Indemnified Parties") from and against those Losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the CMAR, the CMAR's agents, and/or the CMAR's employees.

b. In matters other than those covered by this Agreement and to the fullest extent allowed by law, the CMAR shall indemnify, defend, and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the Work provided for in this Master Agreement when the Fault of the CMAR or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.

c. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative

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dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the CMAR or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.

d. The CMAR's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Master Agreement.

e. Notwithstanding the provisions herein, no Design Professional shall be required to defend the Indemnified Parties against liability or claims for damages or expenses, including attorney's fees, proximately caused or allegedly caused by the Professional Negligence, in whole or in part, of the Design Professional when providing Design Professional Services as part of or in connection with a construction agreement, whether the claim is alleged or brought in tort or contract. As used herein, "Professional Negligence" shall mean negligence in the practice of architecture, landscape architecture, engineering, land surveying, geology, or soil science by an individual or entity holding a valid license to practice in the State of North Carolina.

f. Definitions:

(1). For the purposes of this Agreement, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.

(2). For the purposes of this Agreement, the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.

(3). For the purposes of this Agreement, the term "Derivative Parties" shall mean any of the CMAR's Subcontractors, agents, employees, or other persons or entities for which the CMAR may be liable or responsible as a result of any statutory, tort, or contractual duty.

(4). For the purposes of this Agreement, the term "Design Professional" shall mean a person or entity who is licensed under and provides professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the General Statutes.

(5). For the purposes of this Agreement, the term "Design Professional Services" shall mean service or work performed by a Design Professional for which licensure is required under Chapters 83A, 89A, 89C, 89E, or 89F of the General Statutes.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment.

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The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the

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Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. To facilitate this, Owner highly recommends the usage of AIA Document 401 to be used with each subcontractor. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction

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schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

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§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- **.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- **.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- **.5** Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs

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and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use

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shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Project site may contain substances defined as a hazardous material by any federal, state, or local law or authority ("Hazardous Materials"). In the event there are Hazardous Materials located on or under the Project site as of the Effective Date that are encountered by the CMAR during the construction Work, the CMAR shall have no liability or responsibility for any such pre-existing Hazardous Materials, except to the extent that the remediation of pre-existing Hazardous Materials is part of, or added to, the scope of the construction Work. In such an event, CMAR's only responsibility and liability shall be for proper performance of the construction Work in

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accordance with all applicable contract requirements and federal, state, and local laws. Otherwise, as between the Owner and the CMAR, the Owner shall be responsible for all claims and damages arising out of such pre-existing Hazardous Materials, and, to the extent permitted by law, shall defend and indemnify CMAR from any and all claims and damages arising out of the presence of such pre-existing Hazardous Materials on or under the Project site, except to the extent that such claim or damage arises out of the Fault of the CMAR or its Derivative Parties in failing to perform the construction Work in accordance with contract requirements and/or federal, state, and local laws. The indemnification obligations of this paragraph shall survive the expiration or termination of this Master Agreement.

The CMAR shall develop an Environmental Management Plan (EMP) for approval by the Owner and its consultants. The EMP shall become part of the Bid Packages and shall identify procedures that the Owner, the CMAR, and all Subcontractors shall follow should pre-existing Hazardous Materials be encountered onsite. In the event that the CMAR discovers any such pre-existing Hazardous Materials, which have not been rendered harmless, the CMAR shall immediately report the condition to the Owner in writing and follow such procedures as are outlined in the EMP and the Bid Packages. The CMAR shall not report environmental conditions to governmental agencies without prior consultation with the Owner unless legally required to do so.

Hazardous Materials for Which the CMAR is Responsible. Notwithstanding anything set forth in this Master Agreement to the contrary, CMAR shall be solely responsible for the remediation, disposal, and transport of all Hazardous Materials brought to, or created at, the Project site by the CMAR, its agents, officials, employees, Subcontractors, the Subcontractors' agents, officials, and/or employees, or anyone else working under or on behalf of the CMAR. The CMAR's obligation to indemnify, defend, and hold harmless the Indemnified Parties pursuant to Agreement, above, shall apply and extend to any and all claims, damages, liabilities, lawsuits, civil penalties, losses, and expenses, including without limitation attorneys' fees, that arise out of, result from, or are connected in any way with the presence of Hazardous Materials on or under the Project site when such Hazardous Materials are either brought to, or created at, the Project site by the CMAR or its Derivative Parties and where the Fault of the CMAR or its Derivative Parties is a proximate cause of the claim, damage, liability, lawsuit, civil penalty, loss, or expense to be indemnified. Notwithstanding the foregoing, nothing herein shall require the CMAR to indemnify the Indemnified Parties against the negligent acts of one or more of the Indemnified Parties.

Pollution Insurance. To the extent that CMAR is required to carry pollution insurance coverage, the Owner shall be named as an additional insured only to the extent of the CMAR's liability under this Agreement.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

The construction Work associated with the construction phase of this Master Agreement shall not commence until the CMAR has verified to the Owner that all required insurance coverages as described in this Agreement have been obtained and further verified that certificates of insurance have been approved in writing by the Owner. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled, reduced in amount, or eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Owner of such alteration or cancellation. It is understood by the parties that one or more of the limits of liability provided in this Agreement for the insurance coverages to be obtained and maintained by the CMAR during the construction phase of the Work may be increased by the parties in agreed-upon construction scope(s) of Work to be attached hereto and incorporated herein by reference as amendment(s) to this Master Agreement. Notwithstanding anything herein to the contrary, under no circumstances shall any amendment to this Master Agreement reduce any of the limits of liability that are established in this Agreement.

All insurance companies must be licensed in North Carolina and be acceptable to the City of Fayetteville's City

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Attorney Office.

The CMAR, in the performance of its Construction Management Services, shall provide documentation evidencing that it maintains the insurance in strict accordance with the requirements of this Agreement:

a. The Owner shall not be required under this Master Agreement to procure or maintain any insurance for the Project or for the benefit of the Project Team and/or other participants. It is the intent of this Master Agreement that the CMAR will purchase and implement a Contractor Controlled Insurance Program (CCIP) insurance program to protect the construction Work and to ensure against liabilities of the CMAR and all Subcontractors or suppliers at any level. Such insurance shall be of the kinds and have limits of liability and coverage not less than the minimum limits specified in this Agreement or as required by law, whichever is greater. The Owner's separate contractors that may be working at the Project site contemporaneously with the CMAR will include the CMAR as an additional insured, subject to identification of such contractors to the CMAR by the Owner.

b. The CMAR shall, without limiting its obligations or liabilities, procure, pay for and maintain such insurance as is required by law and as is required by this Master Agreement and/or other Contract Documents to protect the CMAR, the Owner, and the Project Designer from claims for damages for bodily injury, including without limitation death, and from claims for property damage, including the loss of use resulting therefrom, which may arise out of or result from the CMAR's or its representatives', consultants', Subcontractors', agents', or employees' operations under this Master Agreement. Such insurance shall be of the kinds and have limits of liability and coverage not less than the minimum limits specified in this Agreement or required by law, whichever is greater. The Owner makes no representation as to the adequacy or sufficiency of such coverage. The requirements of this Agreement shall in no way be construed to limit or eliminate the liability of the CMAR that arises from performance of construction Work under the Master Agreement. The CMAR IS strictly responsible for any losses, claims, and costs of any kind which exceed the CMAR's limits of liability, or which may be outside the coverage scope of the policies.

(1). The obligations of the CMAR under this Agreement shall not extend to liability arising out of the negligence of the Owner or the Project Designer or their respective representatives, consultants, subcontractors, agents and /or employees. The obligations of the CMAR under this Agreement shall not extend to liability arising out of professional services, unless performed by the CMAR (including defects in design), performed by the Owner or the Project Designer or their respective representatives, consultants, subcontractors, agents and/or employees.

c. The insurance required by this Agreement shall be provided by an insurer approved by the Owner, licensed to do such business in the State of North Carolina, and on terms approved by the Owner. All insurance companies utilized by the CMAR shall have a minimum rating of A- and Class VII as evaluated by the most current A M Best Rating Guide. All agents and brokers of the CMAR's insurers shall hold valid licenses from the State of North Carolina. The CMAR shall furnish to the Owner a certificate or certificates of Insurance for their Subcontractors in a form satisfactory to the Owner contemporaneously with the executed Contract with the Subcontractors. Upon request of the Owner, the CMAR shall provide the Owner with redacted copies of the insurance policies required by this Agreement, including without limitation declaration pages, conditions, exclusions and additional insured endorsements, and shall confirm that each policy premium has been paid for the required term of this Master Agreement. Certificates of insurance shall be signed by a person authorized by that Insurer to bind coverage on its behalf.

d. All insurance policies required by this Agreement shall provide that the insurance carrier shall not initiate cancellation, non-renewal, or material limitation of coverage, without at least thirty (30) days prior written notice to the Owner (or 10 days for cancellation due to non-payment of premium). A Direct Notice of Cancellation endorsement is to be attached to corresponding Certificates of Insurance. In the event of any such cancellation, non-renewal or material limitation, the CMAR IS obligated to replace such Insurance within seven (7) days without a

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gap in coverage and file accordingly such notice with the Owner and other interested parties. Failing immediate receipt of evidence of such replacement of insurance, the Owner reserves the right to procure such Insurance as the Owner considers desirable and the CMAR shall pay or reimburse the cost of the premium arising therefrom without any rights to seek subsequent reimbursements from the Owner.

e. No action or inaction on the part of the Owner shall in any way change or reduce the CMAR's responsibilities and liabilities under this Master Agreement. Self-funded, policy fronting, or other non-risk transfer insurance programs or mechanisms are not acceptable without prior written approval of the Owner. Full disclosure of such a program must be made prior to the CMAR's commencing mobilization to the Project site. Failure to make a full disclosure constitutes a material breach of this Master Agreement.

f. The CMAR shall name the Owner as additional insured under all its insurance contracts that it is obligated by this Master Agreement to procure and maintain during the construction phase of the Project (except workers' compensation, employers liability, and professional liability) with respect to and including liability for bodily Injury and property damage, including the loss of use resulting therefrom, caused, in whole or in part, by the willful misconduct, negligent act, or omission of the CMAR or those acting on the CMARs behalf (including without limitation Subcontractors) under this Master Agreement, products and completed operations of the CMAR, and automobiles owned, hired, leased, or borrowed by the CMAR. Additional insured status is not required to extend to liability caused by the Owner's or the Project Designers' negligence.g. For any claims related to this Project, the CMAR's Contractor Controlled "wrap up" insurance or self-insurance shall be primary and non-contributory with respect to the Owner's insurance to the extent of the CMAR's liability under this Agreement. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory with respect to the CMAR's Insurance

h. All policies of insurance required under this Agreement shall contain a clause or endorsement waiving rights of subrogation against the Owner.

i. Limits of coverage are not to be amended by deductible clauses of any nature without the express written consent of the Owner. The CMAR shall be solely responsible for any deductible or self-insured retention assumptions that may exist in any insurance policies required under this Master Agreement. In addition, the CMAR shall be responsible and shall not be reimbursed for any losses arising from any risk or exposure not insured as required by this Section X or not covered as a result of normal policy exclusion or that falls within the self-insured retention, if the CMAR is self-insured.

j. The CMAR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Insurer's liability.

k. The claim provisions in CMAR's insurance policies must specifically state the insurance company or CMAR's third party administrator. If self-insured, the CMAR has both the right and the duty to adjust a claim and provide defense.

l. If any of the policies procured pursuant to this Agreement contain any warranty stating that coverage is null and void (or words to that effect), or if the CMAR does not comply with the most stringent regulations governing the construction work, then the policies shall be modified so that coverage shall be afforded in all cases except for the CMAR's willful or intentional non-compliance with applicable government regulations.

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m. Any failure by any person to comply with reporting or other provisions of any insurance policy, including without limitation breach of warranties, shall not affect coverage provided to the Owner and its respective representatives, officials, and employees. The Builder's Risk coverage does not include a Separation of Insured's provisions.

n. The insolvency or bankruptcy of the insured or of the insured's estate shall not relieve the insurance companies of their obligations under these policies. Any clauses to the contrary are unacceptable and must be stricken.

o. Reserved.

p. The construction Work under this Master Agreement shall not commence until the CMAR has verified to the Owner that all required insurance coverages as described in this Agreement have been obtained and further verified that appropriate certificates of insurance have been approved in writing by the Owner. The Owner's review and/or acceptance of such certificates of insurance shall neither relieve CMAR of any requirement to provide the specific insurance coverages set forth herein nor shall it constitute a waiver or acknowledgment of satisfaction of the specific insurance coverage requirements set forth in this Master Agreement.

(1). The Description of Operations/Locations/Vehicles section in the certificates of insurance should include COR Department/Division, Name of Project or Services, Projected Dates of Contract

The Certificate Holder address should read:
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

q. Worker's Compensation and Employer's Liability: The CMAR shall ensure that It and all of its Subcontractors shall procure and maintain Workers' Compensation Insurance in the amount and type required by the State of North Carolina and federal law for all employees employed under this Master Agreement who may come within the protection of Workers' Compensation Laws and covering all operations under this Master Agreement whether performed by the CMAR or by its Subcontractors. In jurisdictions not providing complete Workers' Compensation protection, the CMAR shall ensure that it and its Subcontractors shall maintain employers' liability insurance in an amount, form, company, and agency satisfactory to the State of North Carolina and the Owner for the benefit of all employees not protected by Workers' Compensation Laws and covering all operations under this Master Agreement whether performed by the CMAR or by its Subcontractors.

(1). The CMAR shall pay such assessments as will protect the CMAR and the Owner from claims under the Workers' Compensation Laws, workers' or workmen's compensation disability benefits, and other similar employee benefit acts. The current Experience Modification shall be indicated on the certificate of insurance.

(2). Coverage under this Agreement shall be as required by federal and state Workers' Compensation and Occupational Disease Statutes, and shall have minimum limits as follows:

- □ Coverage A: Statutory, State of North Carolina
- □ Employers' Liability: Each Accident: $1,000,000
- □ Disease - Policy Limit: $1,000,000
- □ Disease - Each Employee: $1,000,000

(3). Such Insurance shall Include Voluntary Compensation coverage, a Waiver of Subrogation in favor of the Owner, as well as other endorsements that may be required by applicable jurisdictions, i.e., United

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States Longshoremen and Harbor Workers Act and maritime coverage (Jones Act).

r. Automobile Liability Insurance: The CMAR shall ensure that it and all of its Subcontractors procure and maintain automobile insurance against liability for bodily injury, death and property damage as described below, that may arise out of or result from the construction Work being performed under this Master Agreement, and will provide protection from claims which may arise out of or result from the CMAR's performance of the construction Work and the CMAR's other obligations under this Master Agreement, whether such performance of the construction Work is by the CMAR; by any representative of the CMAR; by any of the CMAR's Subcontractors; by anyone employed directly or indirectly by the CMAR or any of its Subcontractors; or by anyone else for whose acts the CMAR or any of its Subcontractors may be liable.

(1). This policy of insurance shall carry the following minimum Limit of Liability:

Combined Single Limit - $1,000,000

(2). The policy of insurance shall contain or be endorsed to include the use of any automobile, including owned, hired, and non-owned automobile liability.

(3). If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the transporter does not comply with the most stringent regulations governing the construction Work, the policy shall be modified so that coverage shall be afforded in all cases except for the transporter's willful or intentional non-compliance with applicable government regulations.

s. General Liability:

(1). The CMAR shall ensure that it and all of its Subcontractors procure and maintain commercial general liability insurance against liability for bodily injury, death and property damage, including the loss of use resulting therefrom, as described below, that may arise out of or result from the Construction Management Services being performed under this Master Agreement, and will provide protection from claims which may arise out of or result from the CMAR's performance of the Construction Management Services and the CMAR's other obligations under this Master Agreement, whether such performance of the Construction Management Services is by the CMAR; by any representative of the CMAR; by any of the CMAR's Subcontractors; by anyone employed directly or indirectly by the CMAR or any of its Subcontractors; or by anyone else for whose acts the CMAR or any of its Subcontractors may be liable.

(2). This policy must be written on an occurrence basis, with the following minimum Limits of Liability:

- General Aggregate per project $10,000,000
- Products/Completed Operations Aggregate $10,000,000
- Bodily Injury & Property Damage/each occurrence $10,000,000
- Personal Injury and Advertising Injury $10,000,000

(3). The policy of insurance shall contain or be endorsed to include the following:

Blanket Contractual Liability covering the CMAR's indemnification obligations under this Master Agreement in accordance with ISO policy form CG 00 01. Modifications to the standard provisions will not be acceptable if they serve to reduce coverage for the following:

□ Premises/Operations Liability

□ Explosion, collapse, and underground fault

□ Independent Contractors and Independent Subcontractors' coverage

□ Broad Form Property Damage

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□ Personal Injury

□ Cross Liability/Severability of Interest clause

□ Employer's Stop-Gap Liability Endorsement, If applicable

□ Amendment of the Pollution Exclusion Endorsement to allow coverage for bodily injury or property damage caused by heat, smoke, or fumes from a hostile fire

□ Designated General Aggregate Limit Endorsement if required by the Supplementary Conditions.

The CMAR shall ensure that it and all of its Subcontractors shall provide the Owner additional insured endorsements CG 20 10 10 01 or CG D3 61 03 05 for ongoing and premise operations and CG 20 37 10 01 for completed operations, except as may otherwise be approved by the Owner to meet MWBE goals.

Umbrella or Excess Liability insurance coverage written on an occurrence policy form at least as broad as the primary General Liability policy may be used to meet or exceed the minimum insurance limits under this Master Agreement using a follow-form coverage form for all layers and coverage shall remain continuously in effect and without interruption from the date of commencement of the construction phase of this Master Agreement until six (6) years from Substantial Completion and shall include coverage for exposures arising from operations that have been completed. The CMAR shall furnish the Owner and each other additional insured listed in this Master Agreement to whom the certificates of insurance have been issued, evidence satisfactory to the Owner of continuation of such insurance at the date of Substantial Completion and each year thereafter.

t. Property Insurance: The CMAR shall be responsible for purchasing and maintaining Builder's Risk insurance to protect the Project from perils of physical loss. The Builder's Risk policy must be an "All Risk" (Special Perils) coverage form, have no coinsurance penalty provisions, and be endorsed to increase the limit of insurance for all Change Orders. The Builder's Risk policy shall contain no exclusion for theft, collapse, or damage to foundations or underground structures, pipes, or conduits.

The insurance required by this SubAgreement.f. shall provide for the full cost of replacement for the construction Work at the time of any loss. The insurance shall insure against the loss from the perils of fire and all risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, damages resulting from defective design, negligent workmanship, or defective material. The Owner, the Project Designer, and all tiers of Subcontractors shall be additional insureds on the Builder's Risk policy. The CMAR shall be the named insured (responsible for premium payments, policy changes, etc.). The CMAR shall Increase the coverage limits as necessary to reflect changes in the estimated replacement cost of the Project.

Cold Testing will be automatically included in the policy. Hot Testing exposures will apply to the Project, and as such this exposure is required to be added to the Builders Risk insurance policy.

u. Professional Liability:

(1). The CMAR shall ensure that it and all of its Subcontractors provide and maintain professional liability Insurance coverage to protect the Owner from liability arising out of or resulting from the performance of professional services, if any, by the CMAR and/or its Subcontractors under this Master Agreement or any amendments thereto. Such coverage shall be in the sum of not less than Ten Million Dollars ($5,000,000.00).

(2). Throughout the term of this Master Agreement, the professional liability policy shall contain full prior acts coverage. Coverage should be continuously maintained during the term of the Master Agreement. Coverage shall not include any exclusions or limitations related to (i) scope of professional services; (ii) delays in Project completion or cost overruns; (iii) who is authorized to notify the carrier of a claim or a

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potential claim; and (iv) mold, fungus, asbestos, pollutants, or hazardous substances.

(3). Claims-made coverage is permitted provided the policy retroactive date is continuously maintained prior to the Effective Date of this Master Agreement and coverage is continuously maintained during all periods in which the CMAR performs professional services for the Owner and for an additional period of six (6) years after termination of this Master Agreement or the last date such services are performed, whichever comes later.

v. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention, where applicable to loss covered by any insurance policy required by this Agreement, is to be borne by the CMAR and/or its Subcontractors.

w. Proof of Coverage: The CMAR shall ensure that it and all its Subcontractors furnish the Owner with satisfactory proof of carriage of the insurance required above before written approval of the CMAR's insurance for its Subcontractors is granted by the Owner.

x. Claims: The CMAR shall notify the Owner within twenty-four (24) hours of any claims or alleged claims received by the CMAR, or by any of its Subcontractors, that is covered by any of the policies of insurance required of the CMAR and/or its Subcontractors under this Master Agreement. The CMAR shall provide a written copy of the claim or alleged claim to the Owner within three (3) days of the CMAR's receipt of the claim or alleged claim. If a claim is settled to the satisfaction of the claimant, the CMAR shall submit a copy of the claimant's release to the Owner.

If a claim or alleged claim is rejected by the CMAR and/or its insurance company, the CMAR shall immediately report this fact to the Owner Should thirty (30) days elapse after the claim or alleged claim has been received by the CMAR, and the CMAR is not able to report a settlement or rejection of the claim, it shall report to the Owner the steps being taken with respect to the claim. Without limiting the foregoing, the CMAR shall notify the Owner in writing of any paid or incurred claims which may impair annual aggregate or general liability insurance coverage limits.

y. Contractor as Joint Venture:

If the CMAR is completing this Project on a joint venture basis, both joint venture partners shall retain all liabilities assumed by this Master Agreement, individually and collectively, and will be listed as the named insured on all required policies. Liabilities may include, but are not limited to, all premiums due, deductibles/self-insured retentions, coinsurance provisions, claim provisions, insurance policy conditions, and indemnification provisions hereunder.

z. Pollution Liability: The CMAR shall ensure that it and all of its Subcontractors provide and maintain pollution legal liability (PLL) insurance coverage. Coverage must include Asbestos Legal Liability and Errors and Omissions due to potential environmental hazards with limits no less than $5,000,000 per occurrence or claim, and $10,000,000 policy aggregate. Coverage shall apply to the scope of work described under this Master Agreement including transportation and shall include coverage for bodily injury, property damage (including loss of use of damaged property), clean-up costs, mold, defense costs, and investigative costs. The CMAR shall maintain Completed Operations coverage for six (6) years following completion of construction Work.

Claims Made Policies: If any coverage required is written on a claims-made coverage form, the retroactive date must be shown, and this date must be before the Effective Date of the Master Agreement or the beginning of the construction Work. Insurance must be maintained, and evidence of insurance must be provided for at least six (6) years after completion of the construction Work.

If coverage is canceled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date of the Master Agreement or date of commencement of the construction phase of the Master Agreement, the CMAR must purchase an extended period coverage for a minimum of five (5) years after completion of construction Work. A copy of the claims reporting requirements must be submitted to Owner for review. Pollution Liability shall not contain lead-based paint or asbestos exclusions.

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aa. The Owner may elect to purchase certain insurance, specifically Pollution Legal Liability and/or Builder's Risk Insurance covering the Owner, the CMAR, all Subcontractors, and all sub- Subcontractors. In this event, the CMAR and its Subcontractors shall not be required to purchase insurance provided by the Owner. If the Owner elects to purchase either Pollution Legal Liability and/or Builder's Risk Insurance, this Master Agreement shall be amended accordingly. The CMAR shall provide the costs of the "Pollution Legal Liability" and "Builder's Risk Insurance" coverages to the Owner in order to facilitate the Owner's decision whether to obtain these coverages in lieu of the CMAR procuring them.

bb. The Owner may elect to purchase insurance covering the CMAR, all Subcontractors, and all sub-Subcontractors through an Owner-Controlled Insurance Program (OCIP) sponsored by the Owner. Under such program, the CMAR and its Subcontractors shall not be required to purchase insurance as provided by this Agreement. If the Owner is participating in an OCIP program, this Master Agreement shall be amended to reflect the program's terms in lieu of this Agreement.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and the CMAR waive all rights against (1) each other and any of their Subcontractors, sub-Subcontractors, agents, and employees, each of the other, and (2) the Project Designer, its consultants, separate subconsultants, agents, and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance pursuant to this Agreement or other property insurance applicable to the construction Work. The Owner or CMAR, as appropriate, shall require of the Project Designer, its consultants, separate Subcontractors, agents, and employees, if any, and of the Subcontractors, separate sub-Subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable Interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

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§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 a. The CMAR shall furnish a performance bond and a payment bond executed by a Surety or Sureties authorized to do business in North Carolina. The bonds shall be in the full contract amount, which ultimately shall be the amount of the Final GMP for the construction of the Project.

11.4.2. Within fourteen (14) days of the establishment of any GMP and otherwise at the time the parties enter into amendment(s) of this Master Agreement for the purpose of attaching hereto and incorporating herein by reference agreed upon construction scope(s) of Work for the Project, the CMAR shall provide a performance bond and payment bond, each in the amount of the sum of all agreed upon Interim GMPs as of that date, including the Owner's allowances, so that at all times a single performance bond and a single payment bond shall be in effect for the entire Construction Management Services phase of the Project as such is under contract at that time.

11.4.3. All bonds shall be countersigned by an authorized agent and attorney-in-fact for the Surety who is licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated. The seal of the bonding company shall be impressed on each signature page of the bonds.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Rules Implementing Mediated Settlement Conferences in North Carolina Public Construction Projects, as adopted by the State Building Commission on February 26, 2002, as amended, shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public

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authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been

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rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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DRAFT

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year «2025»
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Fayetteville»« »
«433 Hay Street»
«Fayetteville, NC 28301»
« »

and the Construction Manager:
(Name, legal status, address, and other information)

«
« »

for the following Project:
(Name, location, and detailed description)

«

The Architect:
(Name, legal status, address, and other information)

«
« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Request for Qualifications, dated _____ 2025. »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«.»

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

«»

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

« »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

«N/A »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

«

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

« »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »

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« »
« »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

« »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« »

§ 1.1.15 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the

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Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle

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data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services (if any) to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project, if applicable.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

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§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.
The itemized breakdown of Construction Manager's Guaranteed Maximum Price (GMP) shall include a Contingency in an amount mutually agreed upon by the Owner and Construction Manager. The Contingency shall be for the benefit of the Project and may be used only for costs that arise during construction which could not have been reasonably anticipated at the time the GMP was established, are within the scope of the Work, are allowable under the Cost of the Work, and do not constitute grounds for a Change Order under the Contract Documents.

The Contingency may be limited to use for (1) scope gaps between trade contractors (i.e. where two or more trade contractors make conflicting assumptions about an overlapping work item resulting in both excluding that element from their cost of work, (2) contract default by trade contractors, (3) unforeseen field conditions (i.e. all covered or otherwise latent or hidden conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents, and (4) design omissions which a prudent Construction Manager could not have reasonably detected during the discharge of their Pre-Construction Services. It is understood that the amount of the Construction Manager Contingency is the maximum sum available to cover costs incurred because of such unanticipated causes that cost overruns exceeding the amount of this Contingency will be borne by the Construction Manager.

The Contingency shall not be used for any of the following: costs resulting from the Construction Manager's material errors, omissions, or grossly inaccurate estimates; costs of correcting defective or non-conforming work that is the responsibility of the Construction Manager or its subcontractors; costs arising from the Construction Manager's negligence or failure to meet the standard of care; or any costs that clearly constitute a basis for a Change Order under the Contract Documents.

For Contingency uses of Ten Thousand Dollars ($10,000) or less per occurrence, the Construction Manager may proceed with the work and shall notify the Owner in writing within five (5) business days, providing a description of the cost, the reason it was incurred, and documentation supporting the expenditure. For Contingency uses exceeding Ten Thousand Dollars ($10,000) per occurrence, the Construction Manager shall submit a written request to the Owner for approval prior to committing to the cost. Each such request shall include a detailed description of the cost, the reason the cost was not included in the original GMP, an explanation of why the cost does not qualify as a Change Order, and supporting documentation. The Owner shall approve or deny each request in writing within five (5) business days of receipt of a complete request, and approval shall not be unreasonably withheld or delayed. In the event of an emergency requiring immediate action to protect life, safety, or property, the Construction Manager may proceed with necessary work and shall notify the Owner within two (2) business days thereafter.

The Construction Manager shall provide the Owner with a written report by the fifth (5th) day of each month showing the original Contingency amount, all uses of the Contingency during the prior month with descriptions and amounts, pending requests for Contingency use, cumulative Contingency expenditures to date, and the remaining Contingency balance. The parties shall meet quarterly, or more frequently if requested by either party, to review Contingency status and discuss any concerns regarding Contingency usage.

At Final Completion, any unused Contingency remaining shall be allocated as follows: fifty percent (50%) shall be credited to the Owner as a reduction in the final GMP amount, and fifty percent (50%) shall be paid to the Construction Manager as additional compensation. However, if the Construction Manager fails to achieve Final Completion by the Contract Time, subject to approved time extensions, then one hundred percent (100%) of any unused Contingency shall be credited to the Owner.

The Construction Manager's Fee shall not be calculated on or increased by Contingency amounts expended during the Work. Use of the Contingency does not relieve the Construction Manager of any obligation under the Contract Documents, constitute a waiver of any right or remedy available to either party, or establish a precedent for future use of Contingency.
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§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

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§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and

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shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid

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unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

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Additional services beyond the scope of preconstruction phase services shall be provided upon authorization in the form of a notice to proceed until a contract amendment is executed. Additional services shall be compensated as a lump sum. Reimbursable expenses during the Project will be identified as required and billed to the Owner.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within «Twelve» («12») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «thirty » («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

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§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

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§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

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§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « » percent («» %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Contractor and Owner recognize that time is of the essence. And that Owner will suffer financial and other losses if the Work is not completed within the Contract Times.

The Project will be substantially complete within _____ days after the date when the Contract Times commence to run, and completed and ready for final payment in accordance with Section _____ within _____ days after the date when the Contract Times commence to run.

Liquidated damages are an amount reasonably estimated to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date. If the Construction Manager fails to achieve Substantial Completion of the Work by the date established in the Guaranteed Maximum Price Amendment, as may be adjusted by Change Order, the Construction Manager shall pay the Owner **Liquidated Damages** in the amount of **$ TBD per calendar day** for each day beyond the Substantial Completion date.

Notwithstanding anything herein to the contrary, Liquidated Damages payable by Construction Manager to Owner shall not exceed in the aggregate Construction Manager's Fee paid. Construction Manager shall not be liable for any other or additional payment in respect of delayed completion of the Work, it being the intent of Owner and Construction Manager that Liquidated Damages shall be the Owner's sole and exclusive remedy for delay. Liquidated Damages shall not be considered a penalty but rather a fair compensation to the Owner. This provision shall survive termination of the Agreement and shall be enforceable in addition to any other remedies available to the Owner under the Contract Documents.
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§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

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§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

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§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work. *(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

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§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. The terms and conditions described in AIA Document A401 is strongly encouraged in all subcontracts.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

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§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction

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Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Construction Manager shall competitively procure bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents and North Carolina law. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept, based upon criteria set forth in the bid. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and AIA Document A401, and shall not be awarded on the basis of cost plus a fee

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Any such audit or review must be conducted within the time periods set forth in Article 11.2.2.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «fifth» day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «fifth» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty» («30») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«5% until 50% completed. Retainage must be released within 60 days of final payment.. »

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«Construction Manger's Fee, General Conditions Costs, Insurance, direct material and equipment costs, and other direct costs.»

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§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«Pursuant to Section 11.1.8.1 above, and upon satisfactory completion of 100% of any particular subcontractor's work, Construction Manager may submit a requisition to Owner for the payment to said subcontractor of the retainage previously withheld for that subcontractor's work. »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article

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9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[«X »] Arbitration pursuant to Article 15 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

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[« »] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

« »

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds
§ 14.3.1 Preconstruction Phase
The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

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§ 14.3.1.1 Commercial General Liability with policy limits of not less than «Two Million Dollars» ($ «2,000,000») for each occurrence and «Four Million Dollars» ($ «4,000,000») in the aggregate for bodily injury and property damage.

§ 14.3.1.2 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.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than «One Million Dollars» ($ «1,000,000») each accident, «One Million Dollars» ($ «1,000,000») each employee, and «One Million Dollars» ($ «1,000,000») policy limit.

§ 14.3.1.5 Professional Liability 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.

§ 14.3.1.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella Liability	Twenty Five Million Dollars ($25,000,000)

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.The Owner and the Construction Manager will agree on which party will procure the Builders Risk coverage, which shall include Owner's soft costs. Exhibit B will be modified to reflect the use of a Traditional Insurance program. The Contractor shall provide Owner with insurance credits, administrative costs, deductible structures, coverage limits, claims handling procedures, and safety program requirements.
§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

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§ 14.5 Other provisions:

« »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Building Information Modeling Exhibit, if completed:

« »

.6 Other Exhibits:
(Check all boxes that apply.)

[« »] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«Exhibit 1 – Preconstruction Hourly Billing Rates»

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This Agreement is entered into as of the day and year first written above.

Contractor

By: _____

Printed Name:

Date: _____

ATTEST:

By: _____
Jennifer L Ayre
City Clerk

Date: _____

CITY OF FAYETTEVILLE

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

Date: _____

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

_____
Tiffany Murray
Chief Financial Officer

DRAFT

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AIA® Document A401® – 2017

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

and the Subcontractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: « »

with the Owner:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« »
« »
« »

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:
(Name, legal status, address and other information)

« »« »
« »
« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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The Contractor and the Subcontractor agree as follows.

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ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

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§ 1.6 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201–2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

§ 3.3 Communications

§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

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§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein. If the Contractor does not have such information, the Contractor shall request the information from the Owner in accordance with Article 2 of AIA Document A201-2017 and promptly furnish the information received from the Owner to the Subcontractor.

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 3.4 Claims by the Contractor

§ 3.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

.1 seven days' notice prior to the Contractor's providing services or materials, except in an emergency; and

.2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed~~, if required in the jurisdiction where the Project is located~~. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

§ 4.2 Execution and Progress of the Work

§ 4.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

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§ 4.2.3 Submittals

§ 4.2.3.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.2.3.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Subcontract Documents.

§ 4.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.3.2 The Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately

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stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.4.3 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.4.5 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.5.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.6 Warranty

§ 4.6.1 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall provide satisfactory evidence as to the kind and quality of materials and equipment furnished or to be furnished.

§ 4.6.2 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

§ 4.7 Indemnification

§ 4.7.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.7.

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§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization.

§ 4.9 Professional Services Provided by Subcontractor

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

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§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 6.1.2, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 6.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Contractor and Subcontractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a

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written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 6.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 6.3.5 Consolidation or Joinder

§ 6.3.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.5.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim, dispute, or other matter in question not described in the written consent.

§ 6.3.5.3 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.4 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on work not executed and costs incurred by reason of such termination.

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor.

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§ 7.2.2 Termination for Convenience

§ 7.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed, costs incurred by reason of the termination, and reasonable overhead and profit on the Work not executed.

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

- **.1** cease operations as directed by the Contractor in the notice;
- **.2** take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

- **.1** performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- **.2** an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201–2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.
(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)

« »

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor's Work, shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Contractor.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Subcontractor's Work.)

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« »

If a date of commencement of the Subcontractor's Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Subcontractor's Work.

[« »] By the following date: « »

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.
(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

Portion of Work	Substantial Completion

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 Alternates

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price

§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract:
(Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 10.3 Unit prices, if any:
(Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

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Item	Units and Limitations	Price Per Unit ($0.00)

§ 10.4 Allowances, if any, included in the Subcontract Sum:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 11 PAYMENTS

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided an Application for Payment is received by the Contractor not later than the « » day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.8, 11.1.9 and 11.2.

§ 11.1.4 If the Subcontractor's Application for Payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent Application for Payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Applications for Payment.

§ 11.1.6 Applications for Payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment.

§ 11.1.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Subcontract Sum properly allocable to completed Work:

.2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered

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and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and

.3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of previous payments made by the Contractor;

.2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;

.3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and

.4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts as retainage from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to substantial completion of the entire Work, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)

« »

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work

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withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a Certificate for Payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.
(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

« »

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 11.4 Interest

Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:
(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)

Type of Insurance	Limits	Other Pertinent Requirements

§ 12.1.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 12.1.3 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

« »

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§ 12.1.4 Certificates of Insurance. The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy**.**

§ 12.1.5 Deductibles and Self-Insured Retentions. The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor**.**

§ 12.1.6 Additional Insured Obligations. To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04**.**

§ 12.1.7 Notice of Cancellation or Change in Coverage. Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage**.**

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

§ 12.2.1 The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 Contractor's Insurance and Bond Obligations

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

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§ 12.4 Property Insurance

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 12.4.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 12.4.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

§ 12.5 Waivers of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

« »

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

« »

§ 13.3 Specific working conditions as noted below:
(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

« »

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:
(Name, address, email address and other information)

« »
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§ 14.3 The Subcontractor's representative:
(Name, address, email address and other information)

« »
« »
« »
« »
« »
« »

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Neither the Contractor's nor the Subcontractor's representative shall be changed without ten days' prior notice to the other party.

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract violates any law or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

.1 AIA Document A401™–2017, Standard Form Agreement Between Contractor and Subcontractor;

.2 Prime Agreement between the Owner and Contractor, including all exhibits thereto, attached as Exhibit A;

.3 Building Information Modeling Exhibit, if completed:

« »

.4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

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« »

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

CONTRACTOR *(Signature)*	**SUBCONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

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JANUARY 8, 2026

CITY OF FAYETTEVILLE CONSTRUCTION MANAGER AT RISK SERVICES FOR

FIRE STATION NO. 9

Building a Safe, Secure, and Resilient Community — Together.

3915 Beryl Rd Suite 130
Raleigh, NC 27607
(919) 452-3739
swinerton.com

SWINERTON

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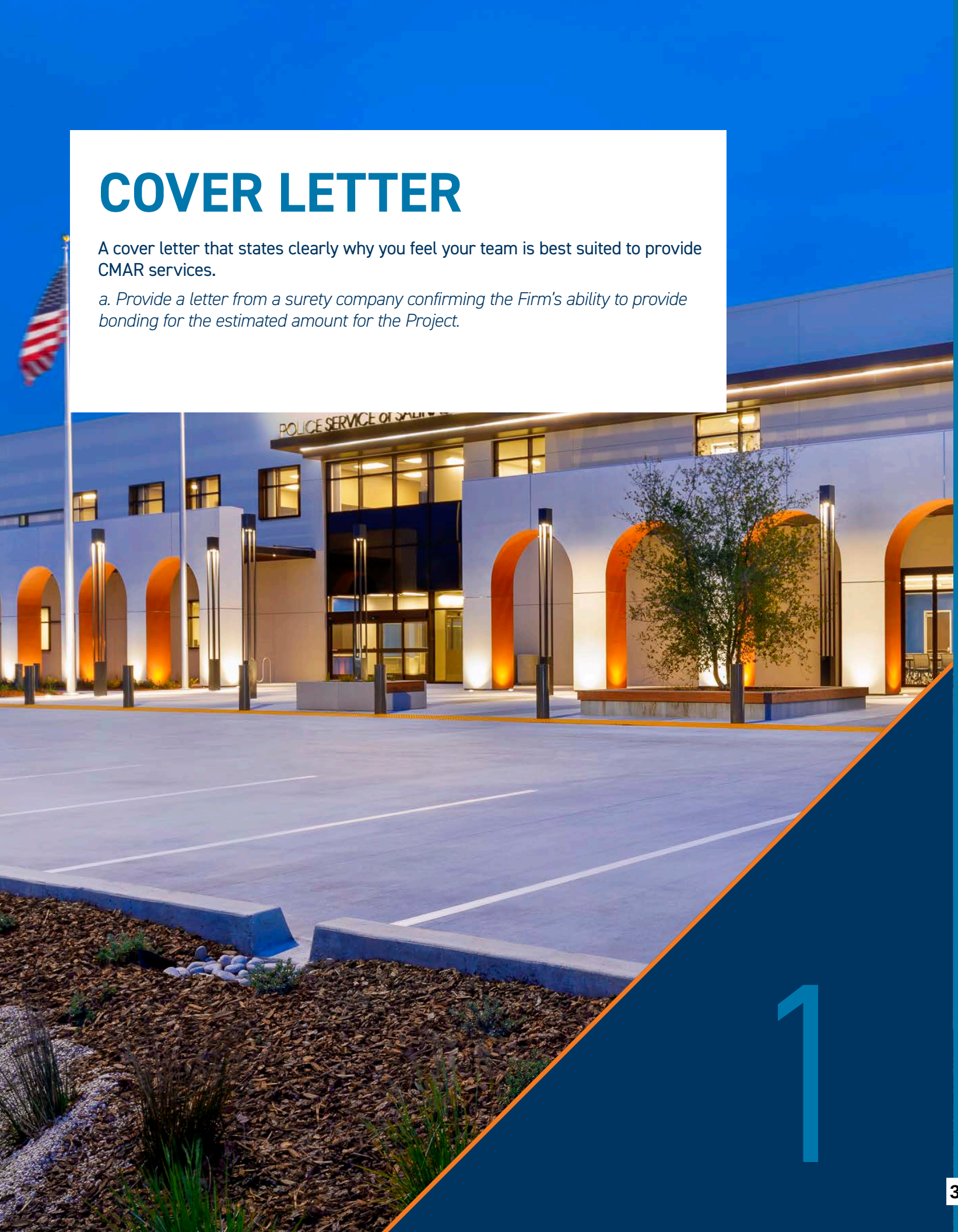
Swinerton respects our clients' intellectual property, and prioritizes their data privacy. We respectfully extend the same request that our intellectual property and privacy be honored. In particular, we ask that public-facing AI tools (such as ChatGPT, Gemini, Claude, etc.) not be used to review the following proposal. These tools may store or reuse data in unpredictable ways, and could inadvertently reveal sensitive information. We ask for your direct review, or the use of a privately firewalled AI platform.

COVER LETTER

A cover letter that states clearly why you feel your team is best suited to provide CMAR services.

a. Provide a letter from a surety company confirming the Firm's ability to provide bonding for the estimated amount for the Project.



1

January 8, 2026

City of Fayetteville, City Hall
Attn: Kimberly Tood
433 Hay Street
Fayetteville, NC 28301

RE:CITY OF FAYETTEVILLE RFQ FOR FIRE STATION #9 CMAR

Dear Kimberly and City of Fayetteville Selection Committee,

As Project Executive for Swinerton, and as someone whose family is deeply rooted in the fire service, I bring a personal commitment to the City of Fayetteville's Fire Station No. 9 that extends far beyond professional obligation. My husband's career as a firefighter has given me a firsthand understanding of the unique challenges and priorities faced by first responders and their families. I know that a fire station is not just a workplace—it is a second home, a place where operational efficiency, safety, and well-being are paramount. **This perspective allows me to approach this project with empathy for the end-users and a genuine dedication to creating a facility that supports the physical, mental, and emotional needs of Fayetteville's firefighters.**

- **A Personal Understanding of Your Mission:** We recognize the vital role this station will play in strengthening public safety and community resilience, and we are inspired by the Fayetteville Fire Department's mission to prepare for, reduce, and mitigate all risks while serving with R.E.S.P.E.C.T. Our own core values—integrity, ownership, passion, and excellence—align closely with your commitment to responsibility, ethics, stewardship, professionalism, entrepreneurial spirit, commitment, and teamwork. **As a 100% employee-owned company, we operate with a sense of shared purpose and accountability, ensuring that every project is delivered with the highest standards of quality and care.**

  My personal connection to the fire service informs every aspect of our approach. I understand the importance of apparatus bay layouts that maximize response times, living quarters that foster camaraderie and rest, and support spaces that enhance readiness and resilience. **These insights, combined with Swinerton's industry leading experience in municipal and public safety facilities, uniquely position us to deliver a fire station that truly meets the needs of your department and the community it serves.**

- **Being a Good Neighbor:** The project site's proximity to a middle school, elementary school, and residential neighborhood underscores our responsibility to be a good neighbor throughout construction. Swinerton's approach to safety is uncompromising: we implement rigorous site-specific safety plans, maintain clear communication with school administrators and residents, and schedule activities to minimize disruption. **Our team is committed to maintaining a secure, clean, and respectful jobsite, ensuring the well-being of students, families, and neighbors at every stage.**
- **Public Safety Builders:** Our track record includes successful delivery of fire stations and public safety facilities across North Carolina and the Southeast, such as Firehouse #30 and CMPD's Northwest Division Station in Charlotte. On these projects, Swinerton demonstrated proactive schedule management, disciplined cost control, and a collaborative approach that consistently met or exceeded client expectations. **We bring this same dedication to Fayetteville, leveraging early constructability reviews, transparent cost management, and a partnership philosophy that engages the owner, design team, and trade partners from day one.**
- **Construction Manager at Risk Excellence**: **With more than $3.9 billion in successful CMAR delivery, Swinerton offers unmatched expertise in collaborative public-sector projects.** Our team's experience includes local public safety projects like the CMPD Northwest Division Station, where we recently guided the process to a successful CMAR GMP. It also extends beyond the Carolinas, with large-scale, complex CMAR projects like the City of Rialto Police Department and the County of Orange Administration Buildings. This ensures that the City of Fayetteville is benefitting from the lessons learned and the best practices of a local team with national, public CMAR delivery experience.
- **A Shared Commitment to Community Development:** Swinerton is also deeply committed to supporting the City's Small Local Business Enterprise (SLBE) and HUB-inclusive contracting goals. We have a proven history of exceeding participation targets by actively mentoring and engaging HUB-certified and minority-owned trade partners, fostering local economic growth and opportunity. **Our robust outreach program ensures equitable access and technical support for all qualified firms, in alignment with your participation goals.**
- **Financial Reliability and Contractual Compliance:** Enclosed is a letter from our surety, confirming Swinerton's capacity to provide payment and performance bonds for the full value of Fire Station No. 9. Our bonding is underwritten by carriers rated at or above A- and Class VII, providing assurance of financial reliability and contractual compliance.

I'm honored by the opportunity to bring both my professional expertise and personal passion to this important project. Together, we'll deliver a fire station that exemplifies Fayetteville's values while providing Swinerton's industry leading quality and service.

With deep respect and commitment,

POINT OF CONTACT

CARLY MORRIS
PROJECT EXECUTIVE
Carly.Morris@swinerton.com
(909) 360-7154

Gallagher

Insurance | Risk Management | Consulting

Arthur J. Gallagher Risk Management Services, LLC
595 Market Street, Suite 2100
San Francisco, CA 94105
CA Lic # 0D69293
United States

P - 415.391.1500
M - 800.500.7202
F - 415.391.1882
ajg.com

September 16, 2025

To Whom It May Concern:

Principals of Arthur J. Gallagher & Co. and our predecessor company have handled the surety business for Swinerton Incorporated and its subsidiary companies, Swinerton Builders, SAK Builders, Inc., Timberlab, Inc., MD Builders, Inc. and Swinerton Energy, Inc. for many decades. The company is extremely well managed and has demonstrated an exemplary performance during that time. We are pleased to recommend this fine firm to you.

Swinerton Incorporated's surety program is a co-surety arrangement between Zurich American Insurance Company and Liberty Mutual Insurance Company. The companies have approved surety credit to Swinerton Incorporated for single projects of $2 Billion and up to an aggregate backlog of $10 Billion. Zurich/F&D is rated "A+" (Superior) with a financial size category of XV by A.M. Best and has a US Treasury Limit of $532,321,000. Liberty Mutual is rated A (Excellent) with a financial size category of XV by A.M. Best and has a US Treasury Limit of $1,897,231,000.

The surety program referenced above has provided Swinerton Incorporated and its subsidiary companies with more than adequate capacity to run their business; and, they consistently maintain at minimum several hundred million in available capacity within this program. Additional surety capacity could be acquired based on the company's current financial condition if needed to support their business plan.

If Swinerton Incorporated or any of its subsidiary companies noted above, is awarded a contract for your project and requests that we provide the necessary Performance and/or Payment bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration of issuance of bonds is a matter solely between Swinerton Incorporated, and ourselves, and we assume no liability to third parties or to you by the issuance of this letter. It is provided solely as a recommendation for our long time customer. We trust that this information meets your needs; however, in the event you need further information, please feel free to contact me at 415/279-4256.

Best regards,

Arthur J. Gallagher Risk Management Services LLC

Susan Hecker
National Director - Contract Surety
Area Executive Vice President

SH:jcr

COMPANY GENERAL OVERVIEW

Details about the firm, firm history, corporate structure (LLC, corporation, etc.), corporate officers, years in business, office locations, number of staff, services offered, expertise areas, and the office location handling the project. Provide contact info for the key executive on the project. Include details on the firm's licenses for services in North Carolina and confirm its authorization to do business there.

a. Describe any claims, disputes, and/or litigation resolved/settled within the past five (5) years. State the type of project delivery method for each project that resulted in a claim.

2

2. / COMPANY GENERAL OVERVIEW

Swinerton brings a proven track record in delivering public safety projects for municipalities and counties nationwide. Over the past five years, we've completed more than $1.2 billion in civic construction, including fire stations, emergency operations centers, and police headquarters. Each facility reflects our commitment to collaborative communication, cost certainty, schedule discipline, and high-quality environments—delivered through methods such as design-build and CMAR.

Founded in 1888, Swinerton has grown into a leading national construction firm with offices across the U.S. For more than a decade now, we've served the Southeast, blending local professionals with decades of regional experience and seasoned builders from other divisions who bring fresh perspectives to the market.

CORPORATE STRUCTURE AND OFFICERS

Swinerton operates as a 100% employee-owned C-Corporation, fostering a culture where every team member is invested in long-term success and client satisfaction. For this proposal, the authorized representative empowered to enter into contractual agreements with the City of Fayetteville is Kevin Smith, Carolinas Division Manager and Vice President *(ksmith@swinerton.com / (704.251.8434).*

LITIGATION AND CLAIMS HISTORY

Swinerton has maintained an exceptional record of risk management and client satisfaction, with zero litigation or arbitration involving any Project Owner in North Carolina over the past five years.

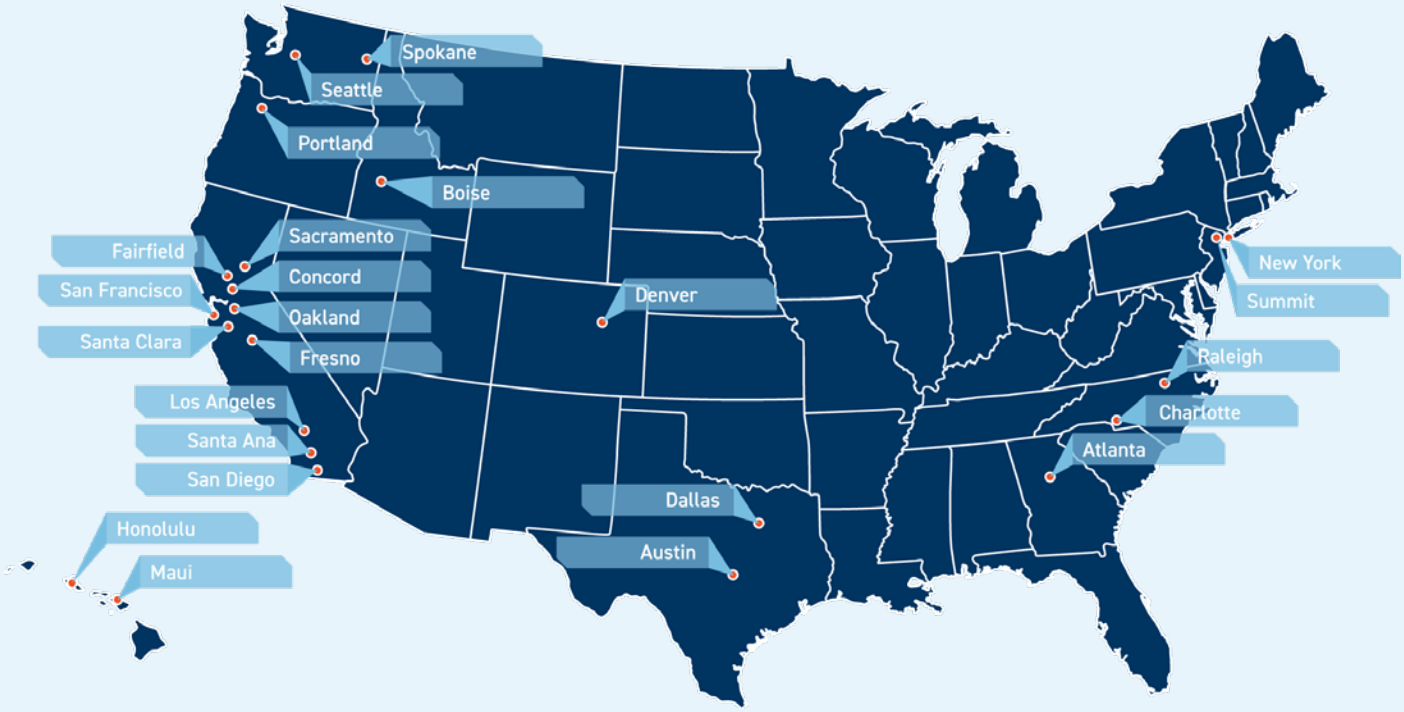
OFFICE, STAFF, AND LICENSING

#73913
NC General Contractor License

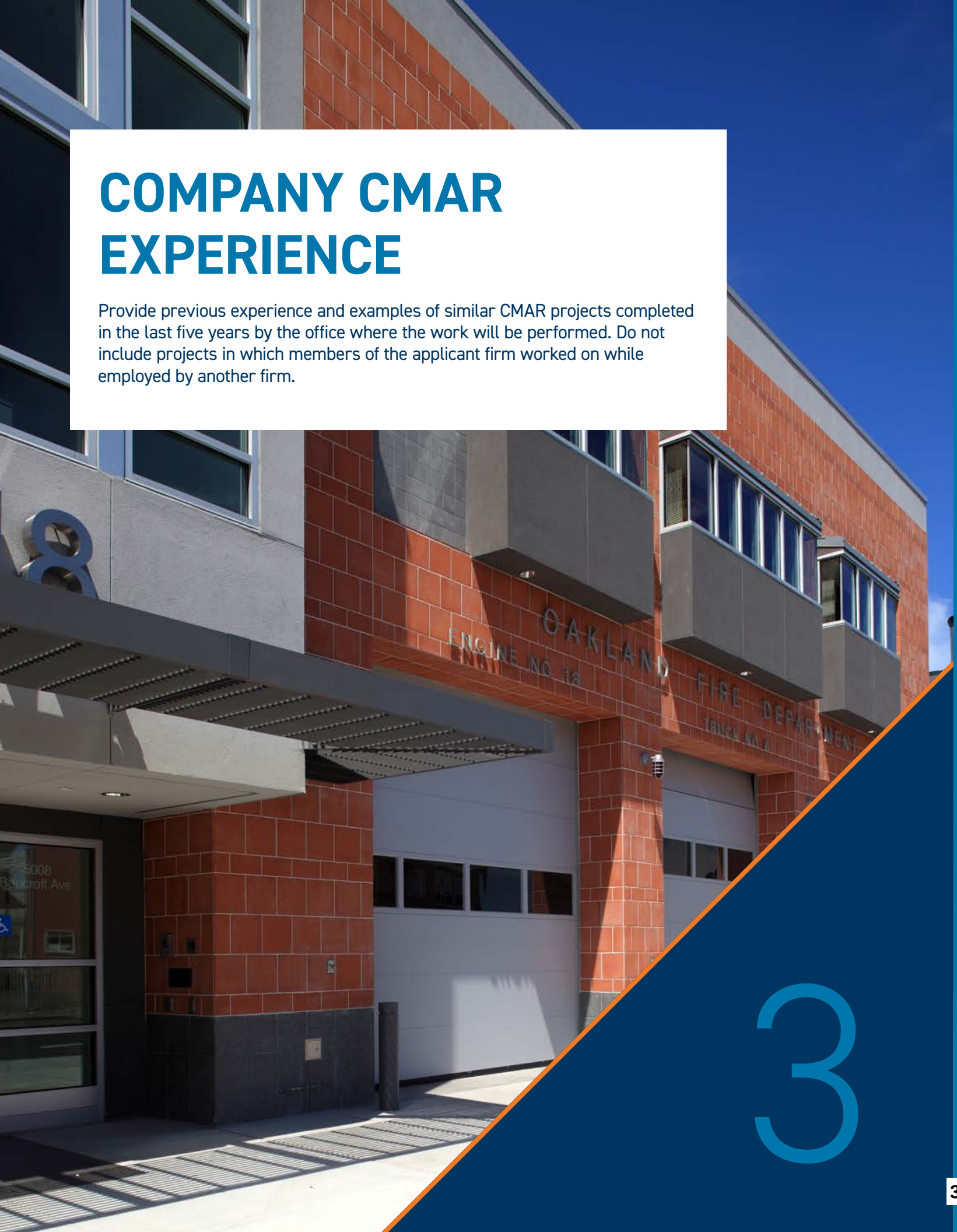
#1340081
NC SOS ID

4,800+
Professionals Nationwide

75+
Local Professionals



Swinerton operates 24 offices nationally, including key Southeastern offices in Charlotte and Raleigh, North Carolina—the office responsible for handling this project.



COMPANY CMAR EXPERIENCE

Provide previous experience and examples of similar CMAR projects completed in the last five years by the office where the work will be performed. Do not include projects in which members of the applicant firm worked on while employed by another firm.

3

Owner's Rep
Charlotte-Mecklenburg Schools (CMS)
Mike Higgins
Capital Program Services
Charlotte, NC
m.higgins@cms.k12.nc.us
704.201.3406

Const'n Time/Completion
2028 Anticipated Completion (Currently in Precon)

HUB Goal vs. Utilization
21% / 25% Commitment

Final Estimate before Bidding
$51,720,040

HUNTERSVILLE, NC

HUNTERSVILLE ELEMENTARY SCHOOL

The new Huntersville Elementary School involves an on-site replacement of the existing facility with a modern, 45-classroom baseline building. The new school will feature upgraded infrastructure, improved traffic flow, and innovative learning spaces to support academic excellence and community engagement. The project is currently in the design/preconstruction phase.

Owner's Rep
City of Charlotte
Cathy Buchhofer, Facilities Construction Program Manager
Charlotte, NC
catherine.buchhofer@charlottenc.gov
(980) 416-4039

Const'n Time/Completion
550 Days/Nov 2026

HUB Goal vs. Utilization
10% / 32%

GMP/Actual Cost/CO %
$19,673,532/$19,673,532/0%

CHARLOTTE, NC

CMPD NORTHWEST DIVISION STATION

Swinerton is providing construction management services for the Northwest Division Station of Charlotte Mecklenburg Police Department. The $19.7 million, 16,000-square-foot build is the city's first net-zero carbon police station and is expected to house approximately 50 employees.

Owner's Rep
City of Rialto
Mark Kling, Police Chief
Rialto, CA
(909) 820-2550
mkling@rialtopd.com

Const'n Time/Completion
856 Days/June 2026

HUB Goal vs. Utilization
Not Applicable

GMP/Actual Cost/CO %
$65,214,439/$65,214,439/0%

CITY OF RIALTO, CA

RIALTO POLICE STATION

This new 50,800-square-foot two-story police station, replaces the existing 50-year old facility. It includes a 911 dispatch center, traffic and patrol centers, a center for investigations, records and IT departments, short-term holding facilities, and an Office of the Chief. The existing police facilities will remain operational during construction and will be demolished following occupancy of the new facilities.

Owner's Rep
SpaceCraft
Anna Coltrane
Dir. of Capital Projects
Brooklyn, New York
Anna@spacecraft.city
(704) 995-2254

Const'n Time/Completion
904 Days / Oct 2024

HUB Goal vs. Utilization
Not Applicable

GMP/Actual Cost/CO %
$23,522,133 / $23,899,270/ 1.6%

CHARLOTTE, NC

420 E 22ND STREET MCFLY

Swinerton provided general contracting services for the construction of Joinery Phase 2- a multi-building development that continues the Brevard Development Master Plan in Optimist Park. 420 E 22nd Street boasts 115 apartments and 15,000 square feet of retail space. Both buildings total seven stories, consisting of two levels of concrete podium, and five stories of a hybrid cross-laminated timber (CLT)/prefabricated structural system.

Owner's Rep
SpaceCraft
Anna Coltrane
Dir. of Capital Projects
Brooklyn, New York
Anna@spacecraft.city
(704) 995-2254

Const'n Time/Completion
877 Days / Sep 2024

HUB Goal vs. Utilization
Not Applicable

GMP/Actual Cost/CO %
$53,797,887/$56,892,460/ 5%

CHARLOTTE, NC

1816 N BREVARD FLUX CAPACITOR

Swinerton is providing general contracting services for the construction of 1816 N Brevard- Flux Capacitor, part of The Joinery Phase 2 on the Brevard Street Campus. With a strong commitment to sustainability, the project will feature cross laminated timber horizontal decks, high SEER rated HVAC systems, energy efficient appliances, and will be partially powered by a series of solar panels located on each building's roof.

Owner's Rep
Third and Urban
Hank Farmer
Managing Partner
Atlanta, GA
hankf@thirdandurban.com
(404) 312-4743

Const'n Time/Completion
220 Days / Nov 2023

HUB Goal vs. Utilization
Not Applicable

GMP/Actual Cost/CO %
$2,964,805/$2,815,966
5%

CHARLOTTE, NC

929 JAY STREET UPFIT

This 28,000-square-foot office renovation is located in the Lower Tuck adaptive reuse development just outside of Uptown Charlotte.

The space includes conference rooms, private offices, training facilities, a multi-purpose collaborative area, kitchen, breakroom, fitness center, and warehouse space.

Owner's Rep
Melmark
William Ahearn, COO
Berwyn, PA
wahearn@melmarkne.org
(610) 353-1726

Const'n Time/Completion
249 Days / Aug 2023

HUB Goal vs. Utilization
Not Applicable

GMP/Actual Cost/CO %
$2,993,920 / $2,975,246/
0.63%

CHARLOTTE, NC

MELMARK CAROLINAS

Swinerton provided general contracting services for the conversion of a single-story, multi-tenant office building into a new school. Swinerton worked closely with the design team to maintain the existing building elements, including roofing, building envelope, fire and life safety, electrical systems, and HVAC systems. Swinerton collaborated with the school administration to understand the student needs and provide expertise in regulatory compliance and accessibility.

Owner's Rep
Gresham Smith
Angelica Ritter
Sr. Interior Designer
Nashville, Tennessee
angelica.ritter@
greshamsmith.com
(704) 216-1578

Const'n Time/Completion
161 Days / June 2023

HUB Goal vs. Utilization
Not Applicable

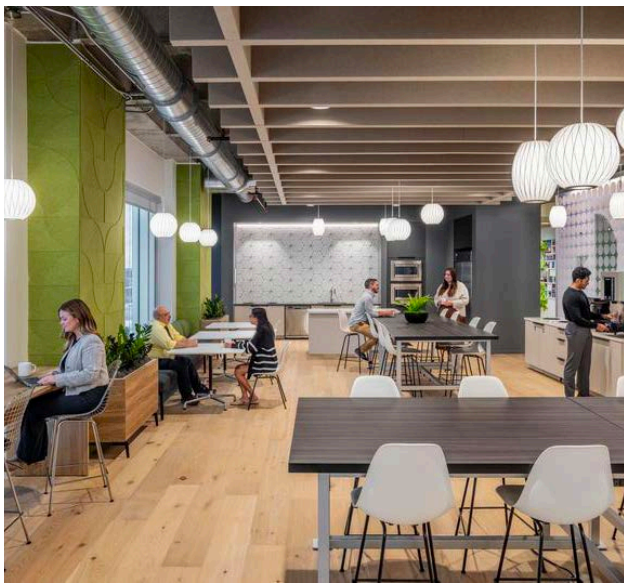
GMP/Actual Cost/CO %
$2,807,149/$3,007,019
7%

CHARLOTTE, NC

GRESHAM SMITH CHARLOTTE OFFICE

Swinerton provided preconstruction and general contracting services for the Gresham Smith Charlotte Office. The 18,000-square-foot office is designed to meet the team-oriented, sophisticated workplace needs, featuring sections for both active collaboration and quiet intensive work.

The project was completed ahead of schedule with owner added scope driving change orders.



Owner's Rep
Griffin Structures, Inc.
Deryl Robinson, VP
Irvine, CA
drobinson@griffinstructures.
com
(949) 497-9000

Const'n Time/Completion
2055 Days/Aug 2022

HUB Goal vs. Utilization
Not Applicable

GMP/Actual Cost/CO %
$282,826,525/$306,162,759/
8%

SANTA ANA, CA

COUNTY ADMINISTRATION BUILDINGS #14 AND #16

Two new six-story buildings that feature 500,000 square feet of office and EOC space. The project was completed in two phases with Building 16 being built prior to Building 14 beginning. Change orders on this project were the exclusive result of Owner added scope outside of the original GMP. Despite these additions, Swinerton delivered the project four months ahead of schedule.

3. / COMPANY CMAR EXPERIENCE

Methods, approach, and controls used on CMAR projects.

Swinerton's CMAR approach is rooted in early and ongoing collaboration, bringing together the City of Fayetteville, Davis Kane, and key trade partners to form a unified project team from the outset. This integrated approach centers on proactive risk management, quality control, and transparent owner advocacy.

SCHEDULE DEVELOPMENT AND MANAGEMENT:

We create a master schedule integrating all critical milestones, including design, permitting, procurement, and construction. Using P6 Critical Path Method (CPM) scheduling, milestone maps, and short-interval (three-week) look-aheads are updated regularly, with trade partner and Owner input ensuring alignment and flexibility.

Benefit: Risks are proactively documented, with recovery strategies and schedule logic continuously refined.

PROACTIVE RISK MANAGEMENT:

Swinerton uses a Risk Register to bring together input about potential risks identified by clients, design teams, and Swinerton, listing and providing details regarding specific risks based on probability and impact. We identify mitigation measures early on in order to close the risk as soon as possible. **The project team consistently reviews and monitors the risk register, taking additional steps to understand and properly respond to new or additional risks as they arise.**

Benefit: Stakeholder and schedule management.

QUALITY ASSURANCE AND SAFETY:

Site-specific quality management and safety and communications plans are developed with our highly credentialed safety professionals and tailored to anticipate project-specific risks. With the Fire Station #9 site being near three different school facilities and surrounded by a residential neighborhood and retail. Swinerton's safety and communications plan will emphasize minimizing disturbances to surrounding community while ensuring the safety of those neighboring the site.

Benefit: Zero-incident, high-quality delivery.

CHANGE MANAGEMENT AND DOCUMENT CONTROL:

We administer all phases of contract management, document tracking, and information management with a sophisticated suite of software, **ensuring changes are documented, reviewed for impacts, and aligned with contract requirements.**

Benefit: Constant collaboration.

On Charlotte Fire Station #30, Swinerton implemented multi-tiered scheduling with master, daily, and three-week look-ahead schedules for precise coordination. Weekly updates enabled early issue identification and proactive adjustments. When delays occurred—including material challenges and over 60 inches of rain from Hurricane Helene—the team re-sequenced activities and coordinated trade overlap. Detailed Record of Impact documentation and "fragnet" analysis ensured effective schedule recovery and on-time delivery.

TRANSPARENT REPORTING AND OWNER ADVOCACY:

Regular reports and updates are provided on financial status, schedule progress, compliance, diversity participation, and any risks or opportunities.

Benefit: Enhanced communication.

TRADE PARTNER ENGAGEMENT AND DIVERSE PARTICIPATION:

Our bid strategy and outreach maximize participation from local and HUB firms, in line with City priorities for equity and inclusion. Prequalification, technical assistance, smaller scope packaging, and mentorship are integrated in our process.

Benefit: Community impact and enrichment.

VDC (VIRTUAL DESIGN AND CONSTRUCTION):

Collaborates with trade partners to coordinate digital construction and fabrication models, **detecting and preventing clashes between systems early on**.

Benefit: Enhanced coordination and limited RFIs.

SELF-PERFORM CAPABILITIES:

Swinerton's in-house craft expertise **strengthens quality, cost control, and schedule reliability** for specialty scopes such as concrete, drywall, and millwork.

Benefit: Constructability during preconstruction.

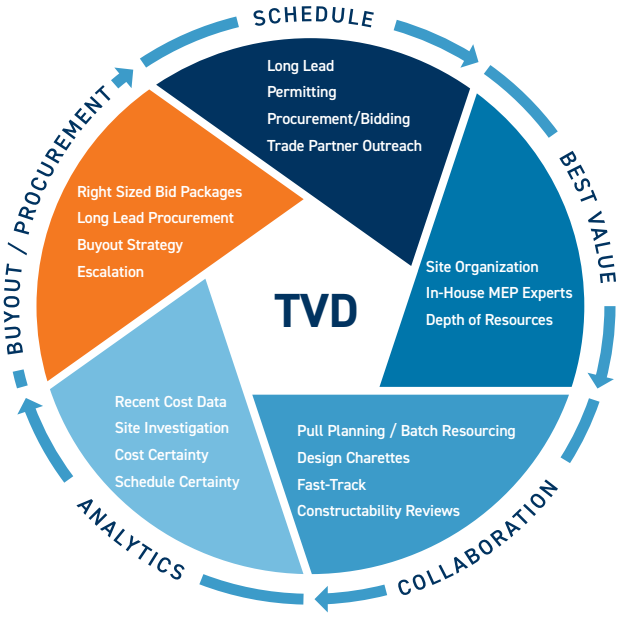
3. / COMPANY CMAR EXPERIENCE

Approach and methodology for preconstruction cost estimating efforts and value engineering methods, approach, and controls used on CMAR projects.

The foundation of Swinerton's CMAR methodology includes comprehensive and sophisticated preconstruction services, where we align budget, design, and schedule to the City of Fayetteville's goals and priorities. Our strategy delivers industry leading certainty for budget, scope, and timelines by leveraging a collaborative approach, in-depth constructability reviews, data-driven cost modeling, and integrated technology platforms. Swinerton's preconstruction team drives value and minimizes risk through:

COMMUNICATION AND INTEGRATION: We establish weekly or biweekly meetings with design partners and City representatives to **ensure continual alignment**, promote design collaboration, and drive rapid decision-making.

TARGET VALUE DESIGN (TVD) AND CONSTRUCTABILITY REVIEW: Our preconstruction managers, with the support of in-house experts in MEPF, quality, and safety, work closely with the design team for ongoing constructability reviews at every design milestone. **This ensures all details are feasible, coordinated, and reflect City standards**, while value management overlays cost and schedule impacts for every alternative.



PROGRESSIVE OPEN-BOOK COST MODELING: Using industry leading software such as Destini and Join, we provide real-time estimates—transparent and continuously updated—that allow the owner and all partners immediate insight into budget impacts and opportunities.

CONTINUOUS VALUE MANAGEMENT: Value management is woven throughout the process, analyzing systems and materials for optimum cost, schedule, and long-term value, while carefully tracking enhancements and add-alternates with the owner during design. Join, an online, collaborative platform, enables real-time collaboration with all project stakeholders. It streamlines communication by eliminating disjointed email threads and siloed spreadsheets, providing a detailed roadmap of the decision-making process.

EARLY IDENTIFICATION OF LONG-LEAD AND CRITICAL ITEMS: Our team identifies all long-lead materials and equipment at the earliest phases, advising the owner on early release of specialty bid packages and maintaining plan flexibility for changing market conditions.

SOPHISTICATED PROCUREMENT: Our procurement plan leverages Swinerton's national buying power, local market expertise, and real-time supply chain monitoring to optimize cost, quality, and schedule in all buyout activities.

COLLABORATIVE EXCELLENCE IN THE CONSTRUCTION OF PUBLIC SAFETY FACILITIES

Charlotte Fire Department's Firehouse #30 exemplifies how continuous collaboration drives successful public safety facility delivery. Swinerton's team worked closely with the design team, fire personnel, trade partners, and city officials to optimize layouts, coordinate industry leading electrical systems, and install custom bidirectional amplifiers ensuring reliable emergency communications. Over thirty stakeholders participated in bi-monthly meetings, preventing costly revisions while delivering this groundbreaking all-electric fire station.

15B+
SF of CMAR Projects Delivered Nationally

#5
Local Government Builder *BD&C*

$1.2B
Civic Projects Completed in the Past 5 years

$3.9B
CMAR Projects Delivered

3. / COMPANY CMAR EXPERIENCE

Approach for successful incorporation of phased construction with multiple owner-provided vendors and yearlong ongoing events during construction. Owner-provided vendors include, but is not limited to utilities, designers, and inspections.

Swinerton treats owner-provided vendors as integral team members, incorporating them into weekly contractor meetings and daily huddles to streamline communication. The team understands that close coordination with owner vendors is imperative to maintain schedule milestones, particularly when managing multiple parties including third-tier trade partners and suppliers under national vendors.

Early in the design phase, Swinerton seeks to understand vendor requirements, determining whether projects involve Owner Furnished, Owner Installed (OFOI) or Owner Furnished, Contractor Installed (OFCI) arrangements. The team develops comprehensive vendor contact lists to understand each vendor's scope of work, submittals, procurement, and installation timelines.

STRATEGIC PHASING AND SCHEDULING: Swinerton's phased construction approach involves detailed planning that includes close coordination with design teams, trade partners, local authorities, and neighboring stakeholders. The team develops comprehensive Construction Management Plans broken down by phase, addressing site logistics, worker parking, and coordination requirements throughout the project. **Phasing plans are developed to optimize efficiency and minimize disruption to City operations and the community.** Graphical phase maps and sequencing visuals complement the Gantt schedule, ensuring all parties understand the timing and interface of major work activities.

CHALLENGE

Budget Alignment

Fiduciary responsibility is critical for any publicly funded project. Diverse priorities and project goals, current market uncertainty, (tariffs, inflation, etc.) and material delays can all lead to costly overruns.

OPPORTUNITY

Swinerton embraces TVD during preconstruction to align scope with budget, additionally, 'Real Time' estimating ensures there no surprises at the SD, DD, and CD milestones. We also implement a value management trend log to provide solutions that will uphold the program and design intent.

PROOF OF EXECUTION

Los Banos Police Department

Swinerton implemented TVD from project inception, establishing target costs for each building system and component during schematic design, This collaborative approach unified the team around shared budget goals.

Value Delivered: We minimized surprises, kept the client informed, and ensured all essential project features.

Schedule Certainty

This new station will serve community needs for better emergency response so on time delivery will be critical. Delays in permitting, coordination with numerous stakeholders, and material procurement all have the potential to hold up the schedule.

We will identify long-lead/high cost items early, implement pull-planning with milestone scheduling, release early work packages for site and MEP trades, and conduct weekly look-ahead meetings with Percent Plan Complete analysis to maintain schedule certainty.

San Francisco Fire Station 35

Swinerton coordinated with 17 different agencies. We established a dedicated permitting team, held regular coordination meetings, and maintained a living risk register to track agency requirements and inspection schedules.

Value Delivered: Our planning and daily communication practice allowed us to resolve conflicting requirements and keep the project moving forward.

Vendor Coordination

Multiple FF&E scopes (IT, AV, security, station alerting) and integration third-party vendor equipment into municipal networks require early and precise coordination with construction activities to avoid costly delays and rework.

We will engage FF&E, low-voltage, and third-party vendors early to integrate activities into the schedule, enable mock-ups and critical system testing, and coordinate with the City's team to prevent last-minute surprises.

Orange County Government Building 16

We performed early strategic onboarding sessions with design-assist subcontractors within the framework of the public bidding policies to produce detailed bid packages. This early involvement with key subs helped resolve issues and maintain the target budget.

Value Delivered: This built trust, prevented disputes, and supported a timely, high-quality project outcome.

Operational Readiness

Late engagement of commissioning agent and unclear responsibilities can cause delays in system readiness and performance. Emergency systems, bay door operations, HVAC zoning, and backup power have the potential to fail if commissioning requirements are misunderstood.

We begin commissioning planning early during design with early owner-agent engagement. A designated Commissioning Champion prioritizes critical systems and ensures the team is familiar with life safety requirements. Finally, we require trade partner pre-functional checklists, and schedule early testing.

Charlotte Firehouse #30

The integration of renewable energy systems and EV charging required careful planning and robust backup systems to ensure operational reliability. Our team's experience with commissioning ensured all requirements were met without impacting the project schedule.

Value Delivered: We delivered a resilient, sustainable facility that supports the city's carbon-neutral goals and sets a new standard for municipal buildings.

COMPANY PUBLIC SAFETY FACILITY EXPERIENCE

Provide previous experience and examples of 5 or more public safety projects completed by the company, from the office where the work will be performed, listing the name of the client and brief description of the project, dates work was started and completed, construction method, cost, etc. Include a current client contact with a phone number for each project. Only list projects completed in the last five years. Do not include projects in which members of the applicant firm worked on while employed by another firm.

4

Delivery Method
Design Bid Build

Start-End Date
Apr 2024 - Dec 2025

Square Footage
14,500

Construction Cost
$10,075,000

Owner Contact
City of Charlotte
Corie Shakleford
Project Manager
(704) 336-3633
corie.shackleford@charlottenc.gov

Architect Contact
ADW
Keith Carlyon
AIA, LEED AP, NCARB
Managing Principal
(704) 749-5598
kcarlyon@ADWArchitects.com

CITY OF CHARLOTTE, NC

FIREHOUSE #30

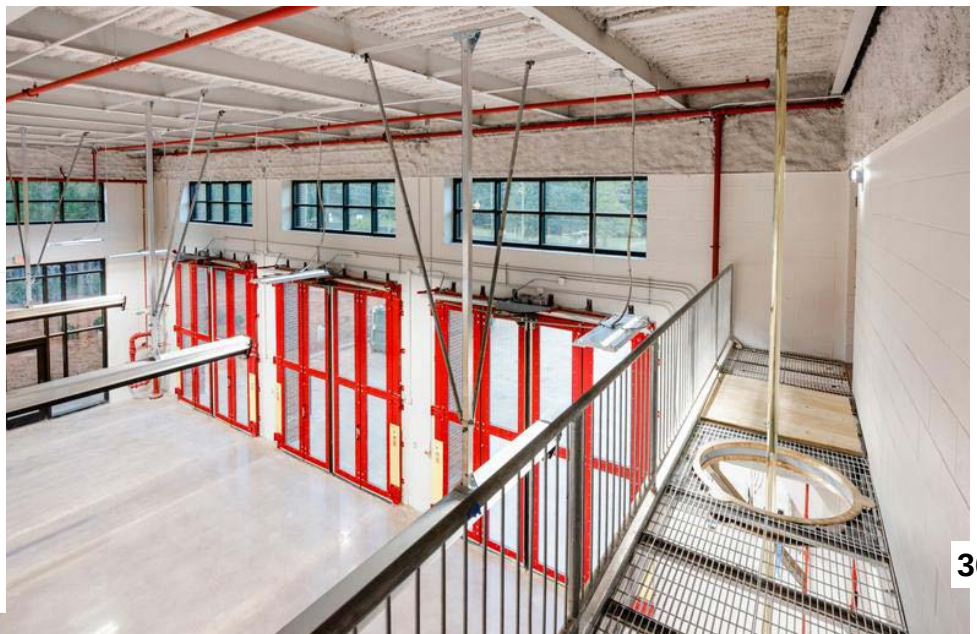
Firehouse #30 represents an industry-leading advancement in municipal emergency facilities. The project called for the demolition of an outdated 1955 facility and the construction of a premier, two-story, three-bay, 14,500-square-foot fire station, establishing a new standard for sustainability in North Carolina. Pursuing LEED® Gold certification, the station features EV charging stations, supporting the city's EV fleet and one of the first North American style all-electric fire trucks in the country.

Among key challenges were pioneering an all-electric platform and integrating a geothermal loop system for energy-efficient heating and cooling. The Swinerton team implemented a rigorous, collaborative approach to design-assist and construction, closely aligning with the City's Strategic Energy Action Plan to achieve a carbon-neutral municipal benchmark. Modern amenities such as fitness areas, living quarters, decontamination facilities, and a solar system provided holistic support for first responders' well-being.

The project not only exceeded MWBE goals with 11% participation but also set a precedent in sustainability, positioning Charlotte as a forward-thinking municipal leader. This transformative buildout underscores a commitment to excellence, innovation, and community-serving infrastructure.

"The Firehouse #30 project presented unique challenges, including coordination with multiple city departments and maintaining strict timelines. Swinerton navigated these complexities with skill and integrity, delivering the project on schedule and within budget. Their collaborative spirit and respect for the City's goals made them an invaluable partner."

CORIE SHACKLEFORD, CITY OF CHARLOTTE PROJECT MANAGER



Delivery Method
CMAR

Start-End Date
Apr 2024 -Nov 2026

Square Footage
16,000

Construction Cost
$ 19,673,532

Owner Contact
City of Charlotte
Cathy Buchhofer, Facilities Construction Program Manager
(980) 416-4039
catherine.buchhofer@charlottenc.gov

Architect Contact
C DESIGN
Joe Humphrey, AIA
Civic Market Leader
(704) 333-0091
jhumphrey@cdesigninc.com

CITY OF CHARLOTTE, NC

CMPD NORTHWEST DIVISION STATION

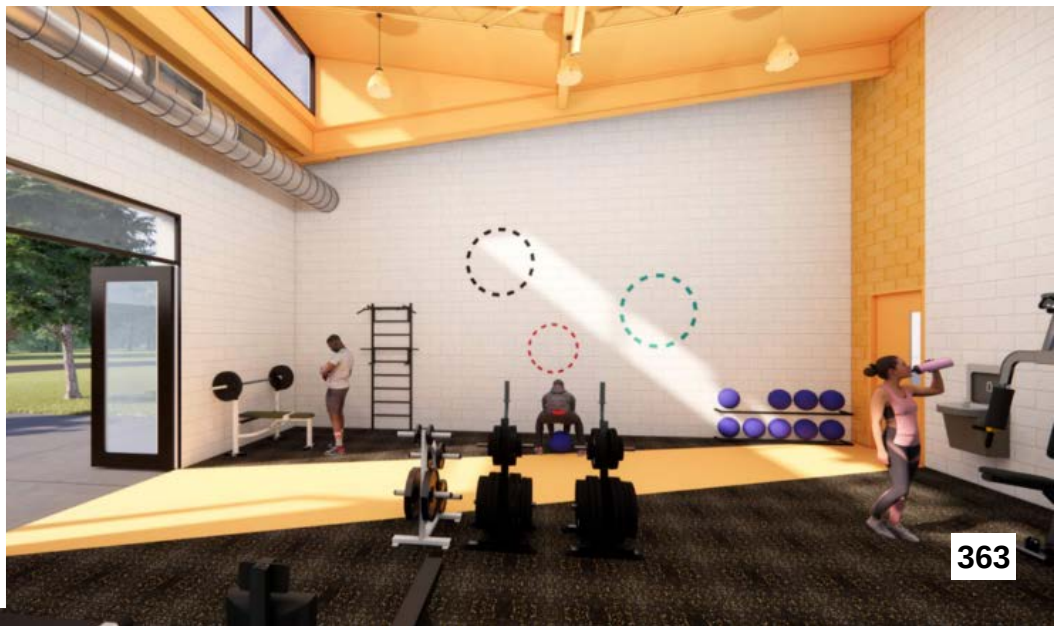
The CMPD Northwest Division Station addressed the critical need for a modern, sustainable law enforcement hub, replacing aging facilities for the Charlotte Mecklenburg Police Department (CMPD). Located on a fully redeveloped 5-acre site off Highway 74, this 15,500-square-foot, ground-up facility delivers enhanced operational capability, incorporating state-of-the-art sustainability and safety features.

The new building includes private offices, open office environments, secure interview rooms, locker rooms, a weight room, and specialized systems designed to support officer wellness and performance. Notably, the structure utilized ICF and steel, with a resilient exterior of brick and custom metal panels and advanced safety measures such as bullet resistant windows and infrastructure for future solar panel installation.

The project's complex scope included coordination with the Charlotte Department of Transportation on new roadway construction. Achieving LEED certification, the facility integrates geothermal wells and low-energy LED lighting. With an 32.26% MWBE participation rate and delivered in just 15 month this initiative advanced sustainable municipal service facilities and community engagement.

"I think it's really awesome that our public safety is also being a symbol for innovation and sustainable technology throughout our city, because it's really the interaction that a lot of our community has with the city first."

ROBYN BYERS, ASSISTANT DIRECTOR OF CHARLOTTE'S OFFICE OF SUSTAINABILITY AND RESILIENCE



Delivery Method
Design Bid Build

Start-End Date
Dec 2024 - Dec 2025

Square Footage
14,675

Construction Cost
$ 7,812,153

Owner Contact
City of Johns Creek
Matthew Pate
(678) 512-3261
matthew.pate@johnscreekga.gov

Architect Contact
Croft & Associates
Allison Hardy, Senior Project Manager
(470) 531-0901
ahardy@croftae.com

CITY OF JOHNS CREEK, GA

FIRE STATION #63 & POLICE SUBSTATION

The new 14,675-square foot station will be located on a 2.11-acre site a half-mile from the existing Station 63 at 3165 Old Alabama Road. The new, state of the art station doubles the capacity of the existing station to 14,675-square-feet. It will feature two double-depth bays for trucks, spacious work areas, a kitchen and dining room, day room facilities, bunk rooms, an apparatus bay, and more.

Built in 1983 and located at 3165 Old Alabama Road, the current fire station #63 is the oldest fire station serving Johns Creek and the surrounding neighborhoods. The project team understood that because of this landmark status in the Johns Creek Community, the design and delivery process needed to emphasize community engagement. Throughout construction, the City kept the community updated on the project progress through social media, email campaigns, and via their website. Using a 3D interactive GIS tool the public was able to actually experience the build as opposed to reading about it. Our team also celebrated the history of Fire Station #63 by preserving and relocating a historic tree that has become a city monument honoring a fallen firefighter from the old firehouse to the new site.

"This new building and location will significantly improve the experience of our staff on shift for both the Fire Department and Police Department."

- FIRE CHIEF CHRIS COONS

COUNTY OF ORANGE, CA

ADMINISTRATION BUILDINGS 16 & 14

Delivery Method
P3/CMAR

Start-End Date
July 2017 - May 2020 (Bldg 16)
Oct 2019 - Sep 2023 (Bldg 14)

Square Footage
500,000 SF (Bldg 16 &14)
Project also included two 150,000 SF parking structures

Construction Cost
$133,364,827 (Bldg 16)
$173,048,436 (Bldg 14)

Owner Contact
Griffin Structures, Inc.
Deryl Robinson
Owners Rep
(949) 497-9000
drobinson@griffinstructures.com

Architect Contact
LPA, Inc.
Jeremy Hart, Associate
(949) 701-4046
jhart@lpadesignstudios.com

Nearly sister images of each other, these two new six-story buildings each feature office space for the Orange County Board of Supervisors. Designed to LEED Silver standards, they perform 70% better than a typical office building in the country. They utilize a steel structural system; a precast concrete skin; and an extensive glass façade that infuses the buildings with natural daylight and provide views for all occupants and promoting mental and physical wellbeing. Notably, Building 16 also houses the County's Emergency Operations Center. This serves as the command and control center for the County to carry out emergency operations and disaster management functions, maintaining the continuity of operations, communications, and public safety during a disruptive event. The facility achieves this through multiple redundancy and resiliency features and was built to withstand cataclysmic events.

From Day 1, we instituted a "One Team" approach with the County with a seamless open book policy. We held an initial review with them regarding all documents, bids, and estimates. We then performed numerous shoulder-to-shoulder sessions with them for constructability reviews and budget and schedule updates. During Schematic Design, Swinerton successfully focused the entire team's efforts on establishing an early target budget. Constructability studies were performed at multiple drawing stages to ensure the target budget was met with the most efficient resulting schedule. Our target budget created at the 25% Design Document phase held through the end of construction. We experienced very limited change orders, which were all covered within the target budget GMP committed to at 50% Design Document drawings.

Delivery Method
P3/CMAR

Start-End Date
Feb 2024 - July 2026

Square Footage
62,200

Construction Cost
$65,214,439

Owner Contact
Mark Kling
City of Rialto Police Chief
(909) 820-2550
mkling@rialtopd.com

Architect Contact
LPA, Inc.
Jeremy Hart, Associate
(949) 701-4046
jhart@lpadesignstudios.com

CITY OF RIALTO, CA

CITY OF RIALTO POLICE STATION

Swinerton, in public-private partnership with Griffin, is providing general contracting services for a new police station that will help transform the interaction between Police divisions, improve employment recruitment, and provide for future growth. This two-story essential services facility will operate 24/7. It will be constructed to allow uninterrupted police services during development.

The new Headquarters advances the police department's operational needs, staff development and community engagement while ensuring occupant wellness, energy efficiency and resiliency. The design benefits the community by incorporating the latest technology that improves the level of service. It also includes spaces where the community can engage the police department and host community events in a safe space. In addition to supporting the community, the building design will improve operations and development of the police force with a layout that connects departments and promotes collaboration. Breakrooms, outdoor spaces, and state of the art fitness facilities will also contribute to staff retention and a sense of common purpose and unity, which are essential to a successful police force.

"Griffin/Swinerton and its team have exceeded our expectations. They have worked closely with us as true partners to bring our new Police Department forward on schedule and on budget."

-CHIEF OF POLICE MARK KLING, CITY OF RIALTO

PROJECT TEAM

Names, roles, and tenure with the company of key personnel assigned to the project, including the Project Lead, Project Manager, and Project Superintendent. Indicate the staff availability or current project commitments. Indicate their involvement in any of the projects featured in #3 and #4. Provide an organizational chart of the team including any subconsultants to be assigned to the project along with their respective assignments/responsibilities. A maximum one-page resume for each team member is allowed. Include projects each member has worked on within the past five years that are similar to this project.

5

5. / PROJECT TEAM

ORGANIZATION CHART

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

- LEADERSHIP
- PRECONSTRUCTION
- CONSTRUCTION
- SUPPORT SERVICES
- PRIMARY POINT OF CONTACT

Kevin Smith
VICE PRESIDENT/DIVISION MANAGER FOR THE CAROLINAS

Daniel Getting
REGIONAL DIRECTOR OF CONSTRUCTION

Carly Morris
PROJECT EXECUTIVE
PROJECT COMMITMENT: 20%

Andy Abrams
GENERAL SUPERINTENDENT
PROJECT COMMITMENT: 20%

Thomas Ivy
DESIGN COORDINATOR
PROJECT COMMITMENT: 30%

Steve Raper
PROJECT MANAGER
PROJECT COMMITMENT: 50%

Andy Dillavou
SITE SUPERINTENDENT
PROJECT COMMITMENT: 100%

Randy Limerick
PRECON LEAD/COST ESTIMATOR
PROJECT COMMITMENT: 30%

Kwizera Josephat
PROJECT ENGINEER
PROJECT COMMITMENT: 100%

SUPPORT STAFF:

Mark Renz
DIRECTOR OF MEP

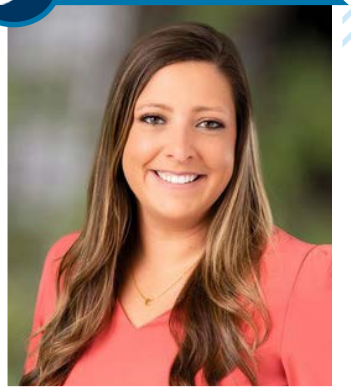
Matt Zwetzig
DIRECTOR OF VDC

Mikhail Sinkevich
DIRECTOR OF PC/SCHEDULING

Josh Snead
DIRECTOR OF SAFETY

Daniel Sprinkle
QUALITY MANAGER

POINT OF CONTACT



Carly Morris

PROJECT EXECUTIVE / PRIMARY POINT OF CONTACT

Carly Morris is an industry leading Project Executive who champions the integrated principles of innovation, flexibility, and cross-disciplinary collaboration, consistently delivering high-value solutions tailored to client and community needs. Carly is known for her deep dedication to client satisfaction, a legacy of leading projects to successful completion using the Construction Manager at Risk (CMAR) methodology, and a genuine commitment to sustainable design and operational efficiency. She draws on substantial field experience across North Carolina, including strong partnerships with local Authorities Having Jurisdiction (AHJs).

2 YEARS AT SWINERTON

17 YEARS OF EXPERIENCE

EDUCATION

BS, Construction Management
Appalachian State University

CERTIFICATIONS

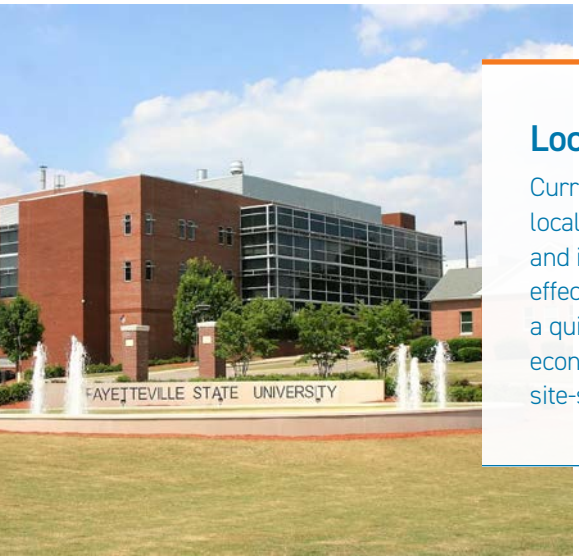
- CICTI Certified Healthcare Manager (CCHM)
- First Aid/ CPR Certification
- OSHA 30-Hour

PROJECT EXPERIENCE

CMPD Northwest Division Station, Charlotte, NC
Under a public CMAR delivery contract, Swinerton is providing construction management for CMPD's first net-zero police station. A critical component to the success of this project was the robust community and stakeholder engagement process that drove the alignment of scope, cost, schedule and community development priorities.

CMS Elementary School, Huntersville, NC
Carly is overseeing all preconstruction and construction activities for this new school, which is being delivered via the public CMAR method. Her focus is on stakeholder engagement, milestone and short-interval scheduling with an emphasis on collaboration among design, trade partners and AHJs.

Phoenix Montessori Academy, Huntersville, NC
This new 38,000-square-foot building features a wood-frame with an Exterior Insulation and Finish System (EIFS) and is designed to minimize thermal energy loss while allowing builders flexibility in design and exterior finishes. It directly aligns with Fire Station #9's need for future flexibility to accommodate additional crews.



Local Experience that Enhances Project Efficiency.

Currently, Swinerton is on site at Fayetteville State University, actively engaging local trade partners who possess a deep understanding of the region's permitting and inspection processes. By leveraging these relationships, Swinerton is able to effectively navigate local AHJs while also tapping into the local workforce, ensuring a quicker turnaround for manpower. This approach not only supports the local economy but also enhances project efficiency and responsiveness to regional and site-specific challenges—like permitting and inspections.

Daniel Getting

REGIONAL DIRECTOR OF CONSTRUCTION

Daniel recently transitioned to our Carolinas office after fifteen successful years with Swinerton's Southern California team, where he served as Project Manager, Superintendent, and most recently Director of Preconstruction. He brings deep expertise in the public sector and integrated delivery methods such as CMAR, strengthening our Raleigh team's capabilities. Fayetteville will benefit from the proven best practices Daniel developed while managing high-profile, large-scale public CMAR projects—such as Orange County's Administrative Buildings 16 and 14—where his early procurement strategies were instrumental in driving project success.

16 YEARS AT SWINERTON

30 YEARS OF EXPERIENCE

EDUCATION

AS, Architectural Drafting and Estimate Technologies
Dunwoody College of Technology

CERTIFICATIONS

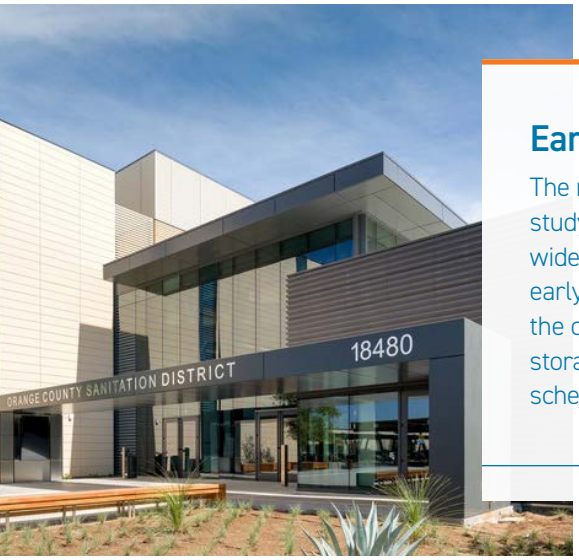
- Associate Design-Build Professional®
- LEED AP® BD+C
- OSHA 30-Hr

PROJECT EXPERIENCE

Orange County Administration Buildings 16 and 14, Santa Ana, CA
These two new six-story buildings house office and administrative space as well as the County of Orange's Emergency Operations Center. It serves as the command and control center to carry out emergency operations and disaster management functions, maintaining the continuity of operations, communications, and public safety during a disruptive event.

Rialto Police Station, Rialto, CA
This new police station replaces the existing 50-year old facility. The main building will include a 911 dispatch center, traffic and patrol centers, a center for investigations, records and IT departments, short-term holding facilities, and an Office of the Chief. An additional new single-story support building was also constructed, with features including a training and fitness space and specialized training facilities.

San Bernardino County Valley Communications Center, San Bernardino, CA
This new three-story mission-critical facility will serve as the primary Emergency Operations Center and Emergency Communications Center in the San Bernardino Valley. The facility will be capable of self-support and self-sufficiency over an extended duration of time as a standalone facility during natural or manmade disasters.



Early Trade Partner Engagement

The new three-story headquarters for the Orange County Sanitation District is a study in embracing teamwork and transparency. In order to circumvent industry-wide issues surrounding long lead times, Swinerton engaged MEP trade partners early to identify and procure long lead equipment. The project team also worked with the client and architect to obtain early release of materials and is leveraging offsite storage facilities. Our approach ensured continuous installation flow, and maintained schedule reliability while minimizing on-site congestion and safety issues.

Thomas Ivy

DESIGN COORDINATOR

Thomas has recently managed the delivery of Charlotte Firehouse #30, a prominent local public safety and emergency response facility, which is why we've tapped him to serve as a Design Coordinator. His understanding of public safety construction informs his approach to preconstruction planning, cost control, trade partner coordination, and project closeout. He champions collaboration and will embrace the expertise of the City of Fayetteville, the design team, engineers, and trade partners throughout all project phases. Recognized for his adeptness in risk mitigation, schedule alignment, and the fostering of innovation, Thomas advances the Swinerton goal of delivering seamless, resilient, and sustainable built environments.

5 YEARS AT SWINERTON

14 YEARS OF EXPERIENCE

EDUCATION

BS, Civil Engineering
University of Tennessee

CERTIFICATIONS

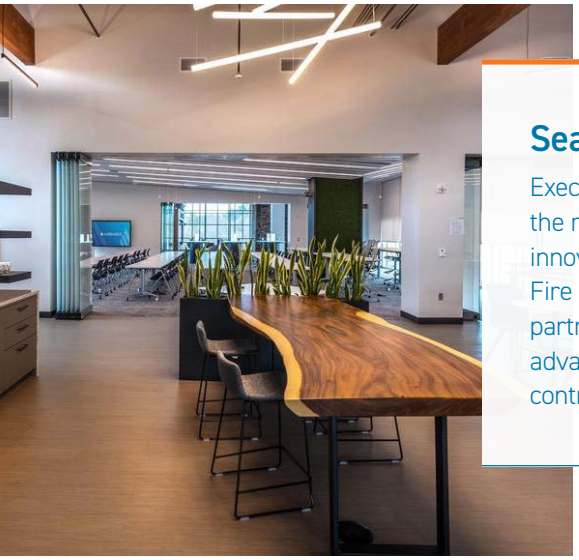
- First Aid/ CPR Certification
- OSHA 30-Hour

PROJECT EXPERIENCE

Charlotte Firehouse #30, Charlotte, NC
Charlotte's first all-electric fire station—an industry leading, LEED-seeking, two-story facility advances sustainable building practices and reinforces municipal emergency response capabilities, making it a premier example of our expertise in public safety facility construction, local AHJ interface, and CMAR acquisitions in North Carolina.

Honeywell Headquarters Renovations, Charlotte, NC
The renovation of an AV storage space into an additional communal space, this project shows our team's ability to expertly navigate significant logistical demands, including material movement and storage, security screenings and badging, and vehicle parking restrictions.

Gresham Smith Offices, Charlotte, NC
This 18,000-square-foot space is designed with the physical and mental well-being of the occupants in mind. Featuring private and communal space, the office also includes biophilic principles and green features contributing to the project's success with LEED ID + C Certification. It showcases our team's ability to deliver healthy building environments that elevate end-user operations.



Seamless Interior and FF&E Coordination

Executed under CMAR, with robust communication and milestone-driven planning; the renovations to the Albemarle Corporation Offices typify Thomas's commitment to innovative solutions and aligns with the collaborative expectations of the Fayetteville Fire Station #9 team. Thomas managed project cost control, schedule, and trade partner relationships, ensuring the successful delivery of a project that involved advanced IT/AV integration, specialty acoustical engineering, and custom lighting controls.

Randy Limerick

COST ESTIMATING/PRECONSTRUCTION LEAD

For Fire Station #9, Randy brings a trusted record of CMAR preconstruction services, especially in North Carolina's regulatory and market environment. He is skilled at coordinating local trade partners and has demonstrated effective communication with jurisdictional authorities on multiple successful projects. Randy's history with rapid schedules and budget management directly aligns with the Fayetteville's goals for agile schedule management and open book engagement. Randy is a detail-oriented and experienced Cost Estimator whose expertise and balanced judgment underpin his critical role within Swinerton's integrated ecosystem of construction experts.

6 YEARS AT SWINERTON

20 YEARS OF EXPERIENCE

EDUCATION

BS, Construction Management, Florida International University

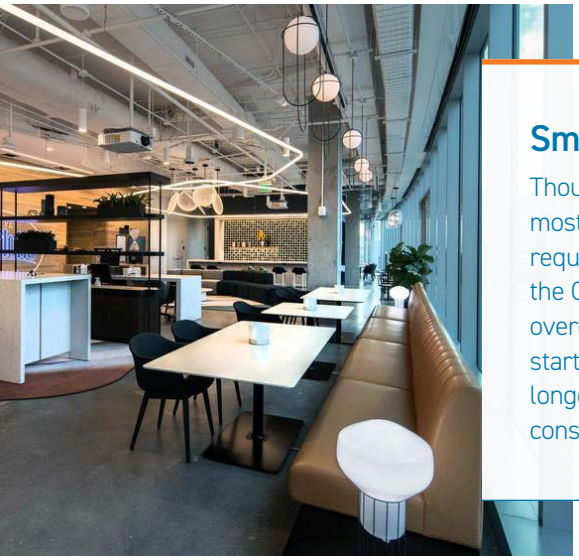
PROJECT EXPERIENCE

Charlotte Firehouse #30, Charlotte, NC
Charlotte's first all-electric fire station—an industry leading, LEED-seeking, two-story facility advances sustainable building practices and reinforces municipal emergency response capabilities, making it a premier example of our expertise in public safety facility construction, local AHJ interface, and CMAR acquisitions in North Carolina.

CMPD Northwest Division Station, Charlotte, NC
Swinerton is providing construction management services for CMPD's first net-zero police station. A critical component to the success of this project was the robust community and stakeholder engagement process that drove the alignment of scope, cost, schedule and community development priorities.

Fayetteville State University Parking Deck, Fayetteville, NC

Swinerton is providing general contracting services for a new 95,000-square-foot, 235-space, three-level parking structure for Fayetteville State University. Through this work, our team has built an extensive network of regional trade partners enabling us to provide cost-certain budgets throughout the design, bidding, and construction phases. The ability to draw from a deep bench of trusted partners fosters innovation, flexibility, and value engineering—key differentiators that Swinerton brings to every project in Fayetteville.



Smart Preconstruction. Seamless Construction.

Though there are many highlights of this office buildout for Deloitte, perhaps the most impressive is the tremendous amount of coordination and communication required to put $19 million of work in place during 18 weeks of construction. As the CMAR, Swinerton worked collaboratively with the owner and design team to overcome significant budget issues during preconstruction in order for the project to start construction on time. Early release packages were a key strategy in procuring longer lead items prior to finalizing the GMP, ensuring we could achieve the tight construction schedule.

Steve Raper

PROJECT MANAGER

As the son of a construction business owner, Steve grew up on jobsites. His ability to see things from multiple perspectives - be it an owner's rep, employee, vendor, owner, or investor - allows him to be creative in solving complex problems. His strong work ethic and communication have proven effective in mitigating risk, fostering teamwork, and delivering responsive building environments on time and within budget. As Project Manager, Steve works to ensure successful operations and communications between the team. He is responsible for subcontractor procurement, applications for payment, subcontractor invoice review and processing, submittal management, schedule maintenance, document control and compliance, and quality control.

3 YEARS AT SWINERTON

33 YEARS OF EXPERIENCE

EDUCATION

BA, Construction Management
East Carolina University

CERTIFICATIONS

- LEED AP®
- First Aid/ CPR Certification
- OSHA 30-Hour

PROJECT EXPERIENCE

Burlington Fire Station, Burlington, NC
This new 14,500-square-foot, single-story fire station features three pull-through apparatus bays equipped with an advanced exhaust system and a decontamination area. Additional amenities include gear storage, individual dorm rooms, a combined kitchen, dining, and day room, a multipurpose room, laundry facilities, a fitness room, and administrative offices—creating a modern, functional environment that supports the critical work of first responders.

Confidential Energy Client Operations Center, Dunn, NC
Swinerton is serving as general contractor and design coordinator for the construction of a new state-of-the-art facility for one of the country's largest energy holding firms. It will feature a mobile substation storage facility with 14 mobile electrical supply units for restoring power utilities following natural disasters or equipment failures. The operations center accommodates a 10-person command center as needed during mobile deployment. The facility incorporates six bays to facilitate smooth equipment transfers on and off trucks.

Verily Access and Security, Raleigh, NC
Design-build services for the renovation of Verily Access and Security. The project included access and security into and throughout the space, an up-fitted MDF room, a new micro kitchen, and a refresh of select conference rooms.

Leveraging Proven Fire Station Experience

Swinerton brings unmatched experience in delivering complex public safety facilities, and Project Manager Steve Raper exemplifies that expertise. Steve successfully managed the construction of **Holly Springs Fire Station #1**, an 18,000-square-foot, two-story facility designed to meet the demanding operational needs of modern firefighting. The station includes pull-through apparatus bays with advanced exhaust systems, individual dorm rooms, a combined kitchen/dining/day room, training spaces, hose storage, decontamination areas, gear storage and lockers, multipurpose rooms, public and private restrooms, mezzanine storage for HVAC, laundry facilities, a fitness room, IT and electrical rooms, and administrative offices.

Andy Abrams

GENERAL SUPERINTENDENT

Andy's portfolio demonstrates his capability to deliver complex, high-value projects in urban environments and support sustainable, innovative construction in public and commercial sectors. His skills uniquely position him to facilitate successful delivery of North Carolina–based emergency response and public safety infrastructure under collaborative CMAR models. As Superintendent, Andy is responsible for effectively scheduling, supervising, and communicating with subcontractors to ensure that projects are completed on-time and within budget. He is responsible for all daily field operations coordinating, supervising and scheduling subcontractor activities and monitoring the delivery of equipment and materials.

7 YEARS AT SWINERTON

11 YEARS OF EXPERIENCE

EDUCATION

BS, Construction Management, California State University

CERTIFICATIONS

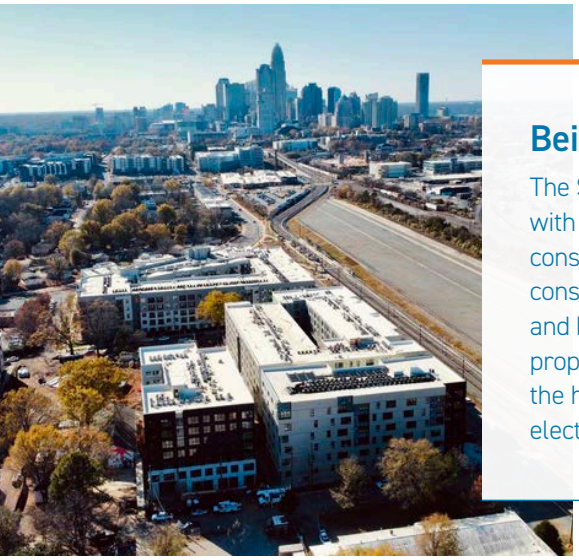
- LEED® Green Associate
- First Aid/ CPR Certification
- OSHA 30-Hour

PROJECT EXPERIENCE

Charlotte Firehouse #30, Charlotte, NC
Charlotte's first all-electric fire station—an industry leading, LEED-seeking, two-story facility advances sustainable building practices and reinforces municipal emergency response capabilities, making it a premier example of our expertise in public safety facility construction, local AHJ interface, and CMAR acquisitions in Mecklenburg County.

Gresham Smith Offices, Charlotte, NC
This 18,000-square-foot space is designed with the physical and mental well-being of the occupants in mind. Featuring private and communal space, the office also includes biophilic principles and green features contributing to the project's success with LEED ID + C Certification. It showcases our team's ability to deliver healthy building environments that elevate end-user operations.

Albemarle Corporation Headquarters, Charlotte, NC
Renovation of 6,300 square feet to create collaborative environments, advanced AV integration, specialty acoustical engineering, upgraded break areas, and custom lighting controls. Executed under CMAR, with robust communication and milestone-driven planning; this project typifies Andy's commitment to innovative solutions and aligns with the collaborative expectations of the City of Fayetteville.



Being a Good Neighbor

The Space Craft's Campus on Brevard Street is on a constrained project site with neighboring construction, businesses, and residencies. One of the greatest constraints is the home of a resident who did not agree to sell her property prior to construction. The team is carefully working around this property and going above and beyond to ensure the resident is aware of all construction activities impacting the property. During construction, the team had to shut down the power line that runs to the home. To minimize any disruptions, Swinerton brought in generators to run her electricity.

Andrew Dillavou

SITE SUPERINTENDENT

Andy has four decades of construction industry experience. As a Site Superintendent, he oversees the project from the jobsite and is responsible for the day-to-day construction operations. He supervises and directs all field labor and is responsible for the coordination and scheduling of all subcontractor trade work and self-performing work. Prior to the start of construction, he develops site logistics and staging plans specific to the jobsite. His responsibilities also include quality control, and safety and labor relations for the project.

18 YEARS AT SWINERTON

48 YEARS OF EXPERIENCE

EDUCATION

San Diego State University, Construction Management and Estimating coursework

CERTIFICATIONS

- OSHA 30-Hour
- OSHA 10-Hour
- First Aid/ CPR Certification
- Competent Person - Fall Protection
- Safety Trained Supervisor (STS)

PROJECT EXPERIENCE

Fayetteville State University Parking Deck, Fayetteville, NC
Swinerton is providing general contracting services for a new 95,000-square-foot, 235-space, three-level parking structure for Fayetteville State University. The project has involved coordination with Fayetteville's Public Works Commission (PWC), including on-site coordination, documentation, and permit approvals. Andy's established rapport with PWC officials and understanding of Fayetteville's regulatory environment reduces risk and accelerates project timelines—an advantage that will directly benefit Fire Station 9.

Confidential Energy Client Operations Center, Dunn, NC
Swinerton is serving as general contractor and design coordinator for the construction of a new state-of-the-art facility for one of the country's largest energy holding firms. It will feature a mobile substation storage facility with 14 mobile electrical supply units for restoring power utilities following natural disasters or equipment failures. The operations center accommodates a 10-person command center as needed during mobile deployment. The facility incorporates six bays to facilitate smooth equipment transfers on and off trucks.

Space Craft, The Joinery Phase 2, Charlotte, NC
Swinerton is providing general contracting services under a CMAR contract for1816 N Brevard- Flux Capacitor (part of The Joinery Phase 2 Campus development). The new building will feature sustainable elements including cross laminated timber horizontal decks, high SEER rated HVAC systems, energy efficient appliances, and solar panels located on each building's roof.

Balancing Sustainability with Cost and Schedule Demands

Notably, this new Space Craft Cordo campus maximized value through the integration of concrete podium and cross laminated timber (CLT) deck construction, accelerating schedule and sustainability objectives. Andy led design-build MEP system team integration, reinforcing seamless trade partner collaboration and project execution. Though not a fire station, Cordo's complexity, scale, and sustainability focus demonstrate skill sets directly applicable to public safety and emergency infrastructure in North Carolina.

5. / PROJECT TEAM

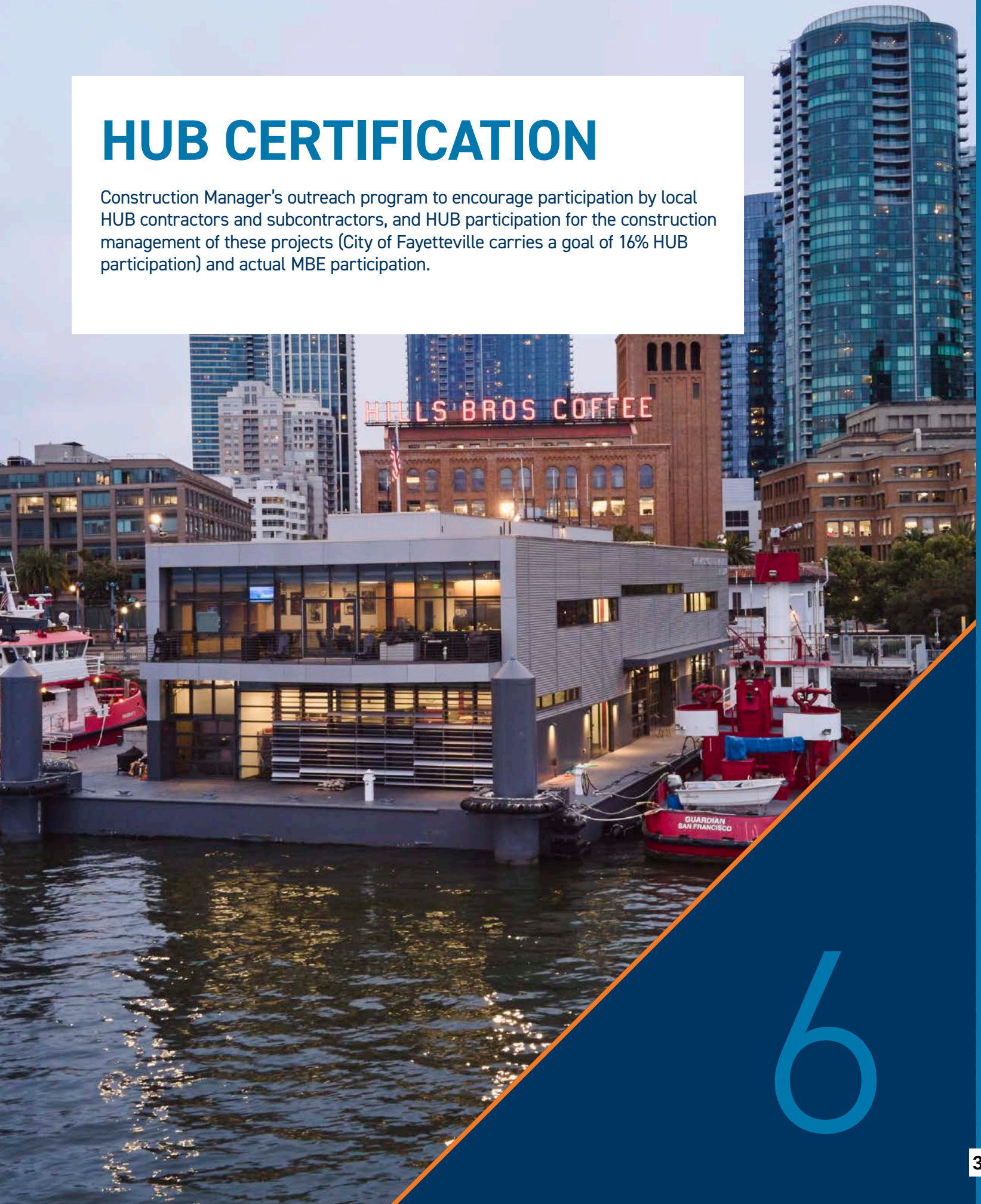
WORKLOAD AND AVAILABILITY

Project Name and Client	Construction Value ($)	Construction Completion	Percent Complete	Team Member Involvement
Dermatology Offices Metrolina Dermatology	$4,614,777	9/8/2026	3%	
CMPD Northwest Division Station City of Charlotte	$19,673,532	11/2/2026	24%	
Huntersville Elementary School Charlotte-Mecklenburg Schools	$51,720,040	5/1/2027	1%	
Jackson Day School HighMark School Development	$56,531,280	10/12/2026	5%	
19th Floor Office Relocation Honeywell	$431,595	4/15/2026	1%	
Fayetteville Parking Deck Fayetteville State University	$9,546,175	8/28/2026	8%	
Dunn Mobile Substation Storage Confidential Energy Client	Confidential	7/30/2026	63%	
Firehouse #30 City of Charlotte	$10,313,000	Warranty Period	99%	

- Carly Morris, Project Executive
- Thomas Ivy, Design Coordinator
- Randy Limerick, Precon/Cost
- Andy Abrams, General Superintendent
- Andy Dillavou, Site Superintendent
- Steve Raper, Project Manager

HUB CERTIFICATION

Construction Manager's outreach program to encourage participation by local HUB contractors and subcontractors, and HUB participation for the construction management of these projects (City of Fayetteville carries a goal of 16% HUB participation) and actual MBE participation.



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6. / HUB CERTIFICATION

A COMMITMENT TO INCLUSION

Swinerton shares Fayetteville's commitment to fair access, economic development, and community engagement. Our proven HUB and small business strategies, rigorous reporting, and strong partnerships position us to meet or exceed the City's goal of 16% for equitable participation. We focus on building long-term capacity for underrepresented businesses, mentoring emerging leaders, and collaborating with organizations like the National Association of Minority Contractors (NAMC) and regional MWBE councils. This holistic approach ensures every project—especially civic and public safety initiatives like Fire Station #9—drives economic growth and workforce development for the entire community.

APPROACH TO LOCAL AND HUB PARTICIPATION

Swinerton's approach to engaging local and minority trade partners is built on actively creating and maintaining pathways for diverse firms to participate at all levels of construction. We structure our engagement efforts around five key focus areas:

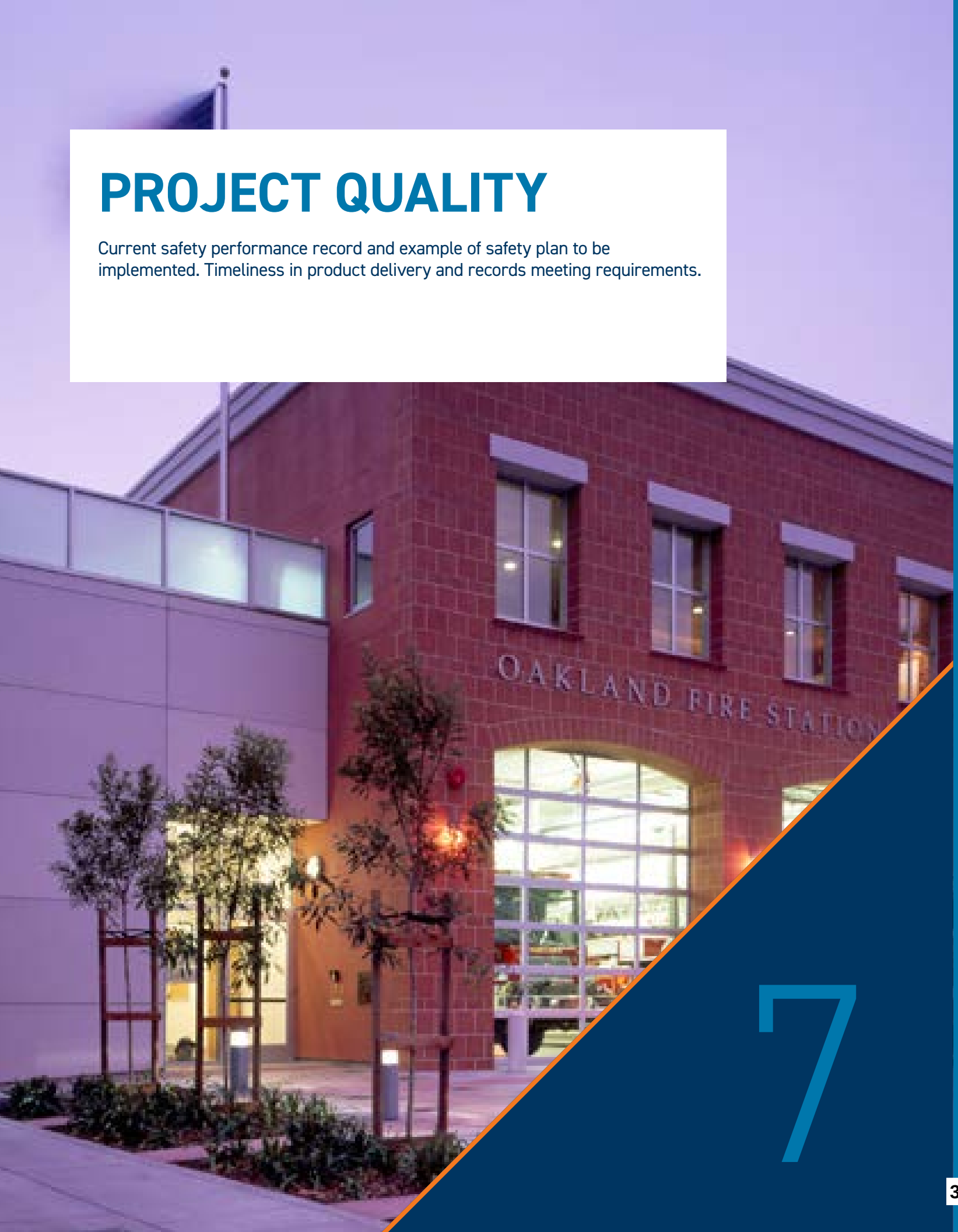
1. **Community:** We foster two-way communication with local stakeholders by engaging in community meetings, organizing specific project outreach events, and building relationships with local business resource organizations. This ensures a transparent and informative process for all potential trade partners and helps adapt our practices according to local feedback and needs.
2. **Education:** Through technical assistance, Swinerton provides workshops on prequalification, financial management, bonding, insurance, safety, and procurement. Mentoring programs help minority and small business trade partners build capacity and long-term sustainability.
3. **Resources:** We offer HUB-eligible firms access to technical resources, training, and support during the bid process—demystifying requirements and reducing entry barriers for new trade partners.
4. **Opportunity:** Our bid packages are structured to maximize opportunities for HUB and minority business participation. This includes breaking down scopes into accessible units, advertising to both local and national organizations, and connecting certified businesses with prime (tier 1) and second-tier (tier 2) trade partners. We also encourage majority trade partners to engage small and minority businesses in their bids, amplifying participation up the value chain.
5. **Commitment:** Every Swinerton team member—regardless of project role—shares ownership for supplier diversity. Our field and preconstruction leadership actively support and monitor compliance efforts, demonstrating that our inclusion efforts go beyond contractual obligation and are truly embedded in our culture.

CFD Firehouse #30 - Charlotte, NC	A 14,000 SF Firehouse for Charlotte Fire Department	10% GOAL | 11% ACTUAL
DUKE Dunn Operations Center - Dunn, NC	A 30,000 SF new 1-story office building	20% GOAL | 21% ACTUAL
DUKE Dunn Mobile Substation- Dunn, NC	A 41,000 SF new 1-story storage facility	20% GOAL | 27% ACTUAL
DUKE Burlington OC Reno - Burlington, NC	Office renovation of existing 12,500 SF	10% GOAL | 19% ACTUAL
Confidential Financial Client - Leesburg, VA	Construction of a new 4-story, 70,000 SF office bldg.	15% GOAL | 20% ACTUAL
CMPD NW Division Station - Charlotte, NC	Construction of new Police Division Station.	18% GOAL | 32.26% ACTUAL

SWINERTON'S PERFORMANCE MEETING MWSBE OBJECTIVES

PROJECT QUALITY

Current safety performance record and example of safety plan to be implemented. Timeliness in product delivery and records meeting requirements.



7

2023
0.60
EMR

2024
0.54
EMR

2025
0.68
EMR

3-yr Average
0.60
EMR

7. / PROJECT QUALITY

PROCESSES THAT PROTECT PEOPLE AND PROJECTS.

Resting on a foundational approach, Swinerton's Health and Safety Program works to establish a safety mindset. At every step of every project, our team and partners focus on the industry-recognized strategies, processes, and actions that are known to have the greatest measurable impact on safety, including comprehensive safety plans, meticulous pre-planning, ongoing training, and daily mentoring. By building these actions into our process, we ensure that safety truly becomes a habit.

As a result, Swinerton boasts an exemplary safety rating, with a 2025 Experience Modification Rate (EMR) of 0.68—well below the national industry average of 1.00.

Our safety record reflects a sustained dedication to maintaining incident-free jobsites and prioritizing the health and wellbeing of our employee-owners, trade partners, and the broader community. Specifically, recent public safety projects such as the Charlotte Fire Department (CFD) Firehouse #30 recorded no lost-time accidents and received recognition for excellence in jobsite safety, including weekly toolbox talks, documented safety meetings, and continuous onsite inspections to ensure all protocols are met.

Example Safety Plan

Like every Swinerton project, CFD Firehouse #30 received a Site Safety Plan crafted by the Division's Safety Professional, Project Manager, and Superintendent, which ensured hazards were identified and mitigated before work commence. **For example, on recent municipal fire station projects, our plans instructed the marking or relocation of overhead power and telecommunication lines to eliminate exposure, with safety reviews scheduled during preconstruction, three weeks prior to high-risk activities, and immediately before work begins. These reviews allowed us to adapt to evolving site conditions and communicate relevant protocols to all trades onsite.** As a standard practice, our team implements ongoing jobsite assessments, maintains organized housekeeping standards, and employs traffic and access controls to safeguard both workers and the neighboring community. The plan also incorporates frequent coordination with local authorities, proactive monitoring and reporting of site activities, safety inspections, and incident responses, and robust community communication and engagement—which will be a vital part of our Safety Plan for Fayetteville Fire Station 9 given the proximity of the site to multiple school buildings.

Jobsite safety does more than protect people. It has positive ripple effects on project quality, productivity, cost savings, and efficiency—all of which benefit our clients.

7. / PROJECT QUALITY

BEING A GOOD NEIGHBOR.

Swinerton recognizes the importance of being a good neighbor, especially in a community-focused setting. For this reason, we are committed to robust, industry-leading practices that not only account for the safety, health, and well-being of our people in the field—safety plans also detail how to ensure that we are minimizing disruptions to nearby residents, schools, and businesses. This is especially critical on the new Fire Station 9, which sits in a heavily residential area surrounded by three schools and Westover Park.

PROACTIVE COMMUNICATION

- **Advance Notifications:** The project team will provide timely construction updates through email, mailers, and posted signage to school administrators, residential neighbors, retail businesses, and park management. Notice will precede any major activity, road closure, or delivery.
- **Community Liaison:** A designated project representative will serve as the point-of-contact for any questions or concerns from neighbors, schools, and local businesses.
- **Coordination with Schools and Park:** The team will actively engage with school principals and park coordinators to understand peak activity (arrival, dismissal, recess, special events) and coordinate activities to reduce overlap and limit disruptions.
- **Regular Stakeholder Meetings:** Monthly meetings (virtual or in person) will be held to share schedule updates and collect community feedback.

ROBUST SITE SAFETY PROTOCOLS

- **Secured Perimeter:** Temporary fencing and industry-standard signage will clearly define the jobsite and restrict unauthorized entry, with all access points controlled and monitored.
- **Traffic and Pedestrian Management**: A comprehensive logistics plan will manage construction vehicle movement. Flaggers and signage will be used especially during school arrival/dismissal and peak retail hours. Large deliveries will be scheduled to avoid these periods.

By maintaining open communication with the surrounding community, coordinating operational schedules, and upholding industry-leading safety standards, the Fire Station 9 team is dedicated to minimizing disruptions and prioritizing the well-being of laborers and the broader Fayetteville community. This commitment both ensures regulatory compliance and reinforces Swinerton's reputation for delivering premier projects while acting as a responsible and thoughtful neighbor.

- **Noise, Dust, and Vibration Control:** Best practices—including water-based dust suppression, equipment mufflers, and monitored vibration limits—will be implemented to mitigate impact on sensitive neighbors.
- **Safe Work Hours:** Disruptive activities will be scheduled outside of school operational hours when feasible, with particular attention to testing periods or special school events.
- **Environmental Safety:** Daily housekeeping, covered dumpsters, and stormwater containment will keep park areas, playgrounds, and nearby retail properties free from debris or runoff.
- **Emergency Protocols:** Emergency response procedures will be developed in partnership with surrounding schools and businesses, and safety drills will ensure laborers are prepared for evacuation or lockdown scenarios.

7. / PROJECT QUALITY

PROACTIVE. DYNAMIC. EFFECTIVE.

A Tailored Approach to Quality Assurance

Swinerton's proactive approach to quality encompasses the entire construction process for Fire Station #9 and is documented in the Site-Specific Quality Management Plan (SSQMP). The SSQMP is the project's quality roadmap—tailored to the project and continuously updated throughout the building process. As project elements change or conditions evolve, the SSQMP is updated to reflect any changes or additions to the quality team personnel, test and inspection requirements, and/or other supplements to or improvements of the procedures.

PROJECT MANAGEMENT AND QUALITY CONTROL PROCEDURES, PROCESSES FOR PERFORMANCE, AND PAST INVOLVEMENT OF THESE TYPES OF PROJECTS.

Swinerton prepares the many necessary elements required for a project's success. The project team reviews the means, methods, and materials of the project to identify any elements of quality risk and specifically builds them into the SSQMP before any construction work begins.

Conduct Constructability Reviews

Alongside the design team, selected trade partners, and third-party peer reviewers, **Project Manager Steve Raper, Quality Manager Daniel Sprinkle, and Site Superintendent Andy Dillavou** comb through the design documents and review them for potential conflicts within the plans, and between the plans and specifications. Using Virtual Design and Construction (VDC) modeling techniques alongside Swinerton's trade-specific checklists, the team assess the plans and collaborate with the design team to resolve any potential issues. **Potential concerns that are reviewed prior to start of work include:**

- Dimensional conflicts between civil, architectural, and structural drawings
- Conflicts in planned and actual equipment dimensions
- Waterproofing and building envelope

- Spatial conflicts of work within walls, ceilings, and floors
- Any missing or incomplete details
- Document verification
- Unique or specialty features of work

Review Existing Conditions

The project team walk the site before work begins to document any existing conditions that require special attention during construction that may affect either the constructability of the building or work at the site

Establish Definable Features of Work

While Swinerton places a quality emphasis on every element of the construction process, the project team will add extra focus and resources to areas of higher risk as part of the project's Definable Features of Work (DFOW). The project team incorporates previous experience and lessons learned from Swinerton's own database and best practices, alongside that of the City of Fayetteville's facilities team and experience. The DFOW will be tracked throughout the life of the project and will allow Swinerton to quickly and efficiently evaluate, monitor, and intervene in areas of higher risk.

MANAGEMENT AND QUALITY CONTROL PROCEDURES RELATED TO SUBCONTRACTORS.

Preconstruction constructability reviews with trade partners to identify and resolve potential conflicts before work begins. During Construction, Swinerton executes the SSQMP, verifies and confirms materials, installations, and all work from the first excavations to the project closeout—effectively ensuring that all work, including that of our trade partners, adheres to the City's expectations.

Develop Submittals, Samples, and Mock-ups

Project Manager Steve Raper and Quality Manager Daniel Sprinkle prepare an anticipated submittal log for all submittals on the project. The City and the design team will review and approve submittals, as well as any mock-ups and samples that may be required to help establish the quality standards for the project, and for the teams to use as reference.

Verify Materials and Equipment

As materials arrive, Swinerton, specifically **Site Superintendent Andy Dillavou** and trade partners, ensure that all materials and equipment delivered to the jobsite conform to the specifications on the contract documents and approved submittals, checking for damage, completeness, and ensuring traceability.

Conduct Pre-Installation Meetings

Before any scope of work begins, **Site Superintendent Andy Dillavou, Project Manager Steve Raper**, the design team, and the City will conduct pre-installation meetings to review each definable feature of trade partners' work with a focus on preventing deficiencies, rather than detecting them.

Conduct First Work Inspections

Site Superintendent Andy Dillavou, Quality Manager Daniel Sprinkle, and trade partners' supervisors ensure that inspections are accomplished immediately prior to work (using mock-ups as a guide), or at a point when a representative portion of the work is ready.

Site Photo Documentation

Swinerton executes photographic documentation of the entire project as well as photos of key phases and elements of construction. The team assembles a complete pictorial record to document that specific construction assemblies comply with project requirements, to catalogue all phases of the project installation to track progress, and to visualize potential issues.

We also embrace technology, like Open Space to capture site conditions over time in a visual format, enabling tagging and tracking of quality issues for faster resolution.

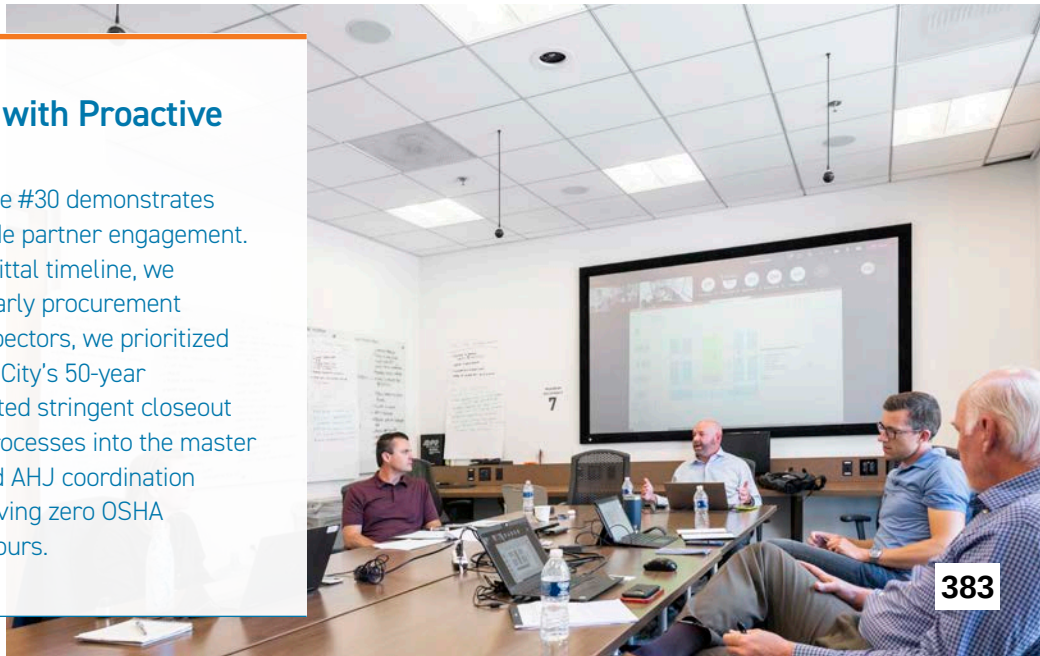
Track and Perform Quality Control Checklists and Punch Lists

Job closeout requirements are included in the Anticipated Submittal Log developed at the beginning of the project. A smooth ensuring a well-planned transition from the construction phase to Fayetteville Fire Department occupancy.

Punchlists are actively managed via BIM360, ensuring real-time issue tracking and swift resolution—typically requiring any deficient work to be corrected within 72 hours of identification.

Case Study: Project Certainty with Proactive Coordination

Swinerton's delivery of Charlotte Firehouse #30 demonstrates premier stakeholder coordination and trade partner engagement. Recognizing the aggressive 120-day submittal timeline, we engaged trade partners immediately for early procurement coordination Working closely with city inspectors, we prioritized rigorous quality standards supporting the City's 50-year building lifespan goal. Our team incorporated stringent closeout requirements and City-specific closeout processes into the master schedule. This meticulous stakeholder and AHJ coordination prevented delays and contributed to achieving zero OSHA recordable incidents across 58,951 man-hours.



POINT OF CONTACT

CARLY MORRIS

PROJECT EXECUTIVE

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SWINERTON

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0054

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A9

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC - Approve Sole Source Recommendation - Spare Parts for Existing on-Load Tap Changers (OLTC)

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
The Sole Source Recommendation is to purchase spare parts for existing on-load tap changers (OLTC) from Reinhausen Manufacturing, Inc., in the amount of $178,069.04.

Background:
The Fayetteville Public Works Commission, during the meeting on January 14, 2026, approved the sole source request to purchase spare parts for existing on-load tap changers (OLTC) from Reinhausen Manufacturing, Inc, the sole provider in North Carolina, in the amount of $178,691.04, and forward to City Council for approval.

North Carolina law allows an exception from the competitive bidding requirements for "Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration." NCGS §143-129(e)(6).

Reinhausen Manufacturing Inc. has provided an email establishing that Reinhausen Manufacturing Inc. is the exclusive supplier of the required equipment in North Carolina.

Issues/Analysis:
N/A

Budget Impact:
Account String:

001.0170.0802.0000000-00.362000.36200.CPR1000579.000.00000.0000

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends that City Council approve the sole source recommendation to purchase spare parts for existing on-load tap changers (OLTC) from Reinhausen Manufacturing, Inc, the sole provider in North Carolina, in the amount of $178,691.04, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:
Sole Source Recommendation - Spare Parts for Existing On-load Tap Changers

FAYETTEVILLE PUBLIC WORKS COMMISSION
SOLE SOURCE FOR STANDARDIZATION REQUEST

TO: Timothy L. Bryant, CEO/General Manager DATE: December 16, 2025

FROM: Joel C. Valley, Director of Electric System Support JV
JV

PWC's Electric System Substation Department seeks approval to purchase specific equipment pursuant to a sole source exception to the competitive bidding requirements. North Carolina law allows an exception from the competitive bidding requirements for "Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration." NCGS §143-129(e)(6). Such an exception is only available in this instance if the Commission approves the purchase.

The sole source request is specifically to purchase spare parts for our existing on-load tap changers (OLTC) from Reinhausen Manufacturing, Inc. A quote for $178,691.04 was provided on December 16, 2025. The Director of Electric System Support has knowledge of the products and market, and supports this request based on the overriding consideration of standardization and compatibility with existing equipment. It is in the best interest of PWC to standardize the equipment for the following reasons:

- 30 of 30 (100%) of the Reinhausen OLTC are in use throughout our system.
- The OLTC provides the required means to adjust the system voltage up and down to match the load by using 32 taps 0.6525 volts per tap change on 120-volt base through a vacuum interrupter.
- Standardization decreases staff learning curves by maintaining the current equipment, maintenance, and operating standards.
- Standardization reduces operating and maintenance costs by reducing the inventory of replacement parts.

Reinhausen Manufacturing Inc. has provided an email establishing that Reinhausen Manufacturing Inc. is the exclusive supplier of the required equipment in North Carolina. The Substation Department has provided a letter to further justify this sole source request. Therefore, the Substation Department seeks approval to purchase the spare parts listed in the provided quote without the need for competitive bidding.

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0072

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A10

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC - Approve Sole Source Request - Purchase Distribution Transformers (Overhead, Single-Phase Padmount, and Three-Phase Padmount)

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Sole source request to purchase Distribution Transformers (Overhead, Single-Phase Padmount, and Three-Phase Padmount) from ERMCO (Electric Research Manufacturing Company) of Dyersburg, Tennessee, in the amount of $690,155.00.

Background:
The Fayetteville Public Works Commission, during the meeting on January 28, 2026, approved the sole source request to purchase Distribution Transformers (Overhead, Single-Phase Padmount, and Three-Phase Padmount) from ERMCO (Electric Research Manufacturing Company) of Dyersburg, Tennessee, in the amount of $690,155.00, and forward to City Council for approval.

PWC's Electric Engineering and Construction Departments seeks approval to purchase specific equipment pursuant to a sole source exception to the competitive bidding requirements. North Carolina law allows an exception from the competitive bidding requirements for "Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration." NCGS §143-129(e)(6).

This request is based on the overriding consideration of standardization and compatibility with existing PWC infrastructure and equipment. PWC previously maintained several multi-year agreements with ERMCO dating back to July 2011, the most recent of which expired in December 2023. Throughout those contract terms, ERMCO supplied the majority of PWC's transformers, which continue to perform reliably in service today.

Issues/Analysis:
N/A

Budget Impact:
Distribution Transformers (Overhead, Single-Phase Padmount, and Three-Phase Padmount) is budgeted in 104.0000.0802.0000000-00.368000.36800.CPR1000013.

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the sole source request to purchase Distribution Transformers (Overhead, Single-Phase Padmount, and Three-Phase Padmount) from ERMCO (Electric Research Manufacturing Company) of Dyersburg, Tennessee, in the amount of $690,155.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:
Sole Source Request - Distribution Transformers (Overhead, Single-Phase Padmount, and Three-Phase Padmount)

FAYETTEVILLE PUBLIC WORKS COMMISSION
SOLE SOURCE REQUEST

TO: Timothy L. Bryant, CEO/General Manager DATE: January 14, 2025
CC: Marc Tunstall, Interim Chief Operating Officer – Electric Systems
Marcus TUNSTALL (Jan 15, 2026 11:38:31 EST)
FROM: Glenn Andersen, Principal Engineer – Material Standards, Electrical Engineering

PWC's Electric Engineering and Construction Department seeks approval to purchase specific equipment pursuant to a sole source exception to the competitive bidding requirements. North Carolina law allows an exception from the competitive bidding requirements for "Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration." NCGS §143-129(e)(6). Such an exception is only available in this instance if the Commission approves the purchase.

The sole source request is specifically to purchase Distribution Transformers (Overhead, Single-Phase Padmount, and Three-Phase Padmount) from ERMCO (Electric Research Manufacturing Company) of Dyersburg, Tennessee. A quote in the amount of $690,155.00 is attached. This request is based on the overriding consideration of standardization and compatibility with existing PWC infrastructure and equipment. PWC previously maintained several multi-year agreements with ERMCO dating back to July 2011, the most recent of which expired in December 2023. Throughout those contract terms, ERMCO supplied the majority of PWC's transformers, which continue to perform reliably in service today. It is in PWC's best interest to continue standardizing distribution transformers for the following reasons:

- **Certified Repair Facility:** PWC's Apparatus Repair Shop is a certified ERMCO repair facility, allowing direct access to OEM parts, schematics, and repair data for both legacy and newly purchased units.
- **Compatibility with Existing Assets:** ERMCO has been PWC's primary supplier for more than fourteen years, with over 5,000 units currently in service across the system.
- **Data and System Integration:** ERMCO equipment aligns with PWC's nameplate and barcode standards for internal tracking, asset management, and engineering data uploads.
- **Safety and Design Consistency:** ERMCO transformers incorporate features such as hinged doors, side panels, and cabinet covers that align with PWC's operational and safety standards for field installation, inspection, and maintenance.
- **Training and Field Familiarity:** PWC crews and field personnel are trained and experienced with ERMCO configurations and safety clearances. Standardization minimizes installation errors, reduces retraining needs, and improves response time for field repairs.

Crews can install ERMCO transformers using existing tools and procedures, reducing setup and outage times.

- **Repair and Lifecycle Cost Efficiency:** Maintaining a uniform transformer fleet reduces spare-parts complexity, warehouse stocking levels, and lifecycle costs through simplified maintenance and asset interchangeability.

Experience with Open-Market Solicitations

Following the expiration of the six-year contract with ERMCO, PWC pursued multiple open-market solicitations in an effort to evaluate competitive options and ensure market fairness:

- **Bid No. PWC2223024 –** Single-Phase and Three-Phase Padmount Distribution Transformers, Contract Calendar Year 2023 (January 2023): Units were delivered and issues were discovered following installation. There are ongoing manufacturer performance and safety concerns, and the transformers currently do not meet PWC specifications. The manufacturer is continuing efforts to repair and replace quality and performance standards.
- **Bid No. PWC2223025 –** Transformers Contract Calendar Year 2024 (January 2023): Terminated after award due to vendor default and delivery of nonconforming transformers that failed to meet PWC specifications.
- **Bid No. PWC2324061 –** Distribution Transformers, Three-Phase Padmounts (March 2024): Canceled after award due to performance and communication concerns, including failure by the awarded vendor to provide adequate assurance of performance and confirmation of authorized representation.
- **Bid No. PWC2526016 –** Distribution Transformers, Three-Phase Padmounts (August 2025): Currently recommended for rejection of all bids after receiving 17 submittals with inconsistent pricing, missing drawings, and non-compliant technical information.

Across all four solicitations, PWC's Engineering and Construction teams encountered recurring challenges, including incomplete or inconsistent bid submissions, difficulty validating technical compliance, and field installation issues with non-standard transformer configurations. These efforts have demonstrated that competitive solicitations have not yielded reliable or technically consistent outcomes comparable to ERMCO's products.

The complexities of evaluating and deploying transformers from multiple manufacturers have also created operational inefficiencies, extended procurement timelines, and introduced potential safety and compatibility risks for field crews. Standardization with ERMCO continues to offer proven reliability, safety, and efficiency advantages that support PWC's operational continuity and cost management objectives.

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0055

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A11

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC - Approve Bid Recommendation - Gas Turbine 6 IR Load Gearbox Parts and Repair

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
A bid was received for the purchase of Gas Turbine 6 IR Load Gearbox Parts and Repair. The lowest responsive and responsible bidder, and in the best interest of PWC, is Philadelphia Gear Corporation, Huetown, AL, for the total amount of $529,997.00.

Background:
The Fayetteville Public Works Commission, during the meeting on January 14, 2026, approved the award for the purchase of Gas Turbine 6 IR Load Gearbox Parts and Repair to Philadelphia Gear Corporation, Huetown, AL, the lowest responsive and responsible bidder, and in the best interest of PWC, in the total amount of $529,997.00, and forward to City Council for approval.

Bid Date: December 18, 2025

BIDDER	TOTAL
Philadelphia Gear Corporation, Huetown, AL	$529,997.00

Issues/Analysis:
The bid notice was advertised through our normal channels on December 5, 2025, with a bid opening date of December 18, 2025. Bids were solicited from three (3) vendors, and one (1) was received.

Budget Impact:
Account string: 001.0915.0802..153000

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends that City Council approve the award for the purchase of Gas Turbine 6 IR Load Gearbox Parts and Repair to Philadelphia Gear Corporation, Huetown, AL, the lowest responsive and responsible bidder, and in the best interest of PWC, in the total amount of $529,997.00, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:
Bid Recommendation - Gas Turbine 6 IR Load Gearbox Parts and Repair

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy Bryant, CEO/General Manager **DATE:** 12/19/2025

FROM: Candice S. Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve award for the purchase of Gas Turbine 6 IR Load Gearbox Parts and Repair (PWC2526042).

BID/PROJECT NAME: Gas Turbine 6 IR Load Gearbox Parts and Repair

BID DATE: December 18, 2025 **DEPARTMENT:** Butler Warner Generation Plant

BUDGET INFORMATION: 001.0915.0802..153000

BIDDER	**TOTAL**
Philadelphia Gear Corporation, Huetown, AL	$529,997.00

AWARD RECOMMENDED TO: Philadelphia Gear Corporation, Huetown, AL

BASIS OF AWARDS: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our normal channels on December 5, 2025, with a bid opening date of December 18, 2025. Bids were solicited from three (3) vendors, and one (1) was received.

ACTION BY COMMISSION
APPROVED_____ REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____ REJECTED_____
DATE_____

BID HISTORY
GAS TURBINE 6 IR LOAD
GEARBOX PARTS AND
REPAIR
BID DATE: December 18, 2025

Advertisement

1. PWC Website 12/5/25 through 12/18/25

List of Prospective Bidders Notified of Bid

1. Philadelphia Gear Corporation, Huetown, AL
2. Liburdi Turbine Services, Mooresville, NC
3. Allied Power Group, Houston, TX

PWC Procurement Mailing List- Registered vendors via the PWC website and event registrants. (approximately 2000+ contacts)

Small Business Administration Programs:
Small Business Administration Regional Office (SBA)
NC Procurement & Technical Assistance Center (NCPTAC)
Veterans Business Outreach Center (VBOC)
Small Business Technology Center (SBTDC)
Women's Business Center of Fayetteville (WBC)

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

State Business and Community Programs
NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC
National Utility Contracting Association- NC Chapter (NUCA)
Durham Chapter of the National Association of Women in Construction (NAWIC)
South Atlantic Region of National Association of Women in Construction (NAWIC)
The Hispanic Contractors Association of the Carolinas (HCAC)
United Minority Contractors of North Carolina
International Women in Transportation- Triangle Chapter

Media
Fayetteville Observer
WIDU, AM1600
IBronco Radio at FSU
Fayetteville Press News
Up & Coming Weekly
Bladen Journal
Greater Fayetteville Business Journal

SDBE / SLS Participation
Philadelphia Gear Corporation, Huetown, AL, is not a small local or SDBE business. Philadelphia Gear Corporation anticipates self-performing the entirety of this project.

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0073

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A12

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC - Approve Bid Recommendation - BABA Galvanized Steel Transmission Poles

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for the purchase of BABA Galvanized Steel Transmission Poles to M. D. Henry Co., Inc., Pelham, AL, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $3,265,995.00.

Background:
The Fayetteville Public Works Commission, during the meeting on January 28, 2026, approved the award recommendation for purchase of BABA Galvanized Steel Transmission Poles to M. D. Henry Co., Inc., Pelham, AL, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $3,265,995.00 and forward to City Council for approval.

Bid Date: August 19, 2025

Conforming Bidders	Total Price
M.D. Henry Co, Inc., Pelham, AL	$3,265,995.00
Belfort Capital LLC, Louisville, OH	$3,400.080.00
Meyer Utility Structures, LLC, Dallas, TX	$3,519.615.00
Southland Industrial Coatings/Grid Structures, Amite City, LA	$3,730,110.00
Nucor Tower & Structures, Rock Hill, SC	$3,831,109.80
Valmont Industries, Valley, NE	$4,197,855.00

Non-Conforming Bidders
Cecil Energy Structures, Birmingham, MI
Wesco Distribution, Inc, Clayton, NC

Issues/Analysis:
The bid notice was advertised through our usual channels on July 30, 2025, with a bid opening date of August 19, 2025. Bids were solicited from thirteen (13) vendors, and eight (8) bids were received. An award was previously approved on September 10, 2025, to Wesco Distribution, Inc, Clayton, NC. However, due to an inability to reach an agreement on contractual language, the bidder is now deemed non-responsible as they are requiring amendments to the form contract to which PWC objects including, among others, provisions to which PWC may not agree as a public entity. As a result, M.D. Henry Co., Inc., is now the lowest responsible bidder and is recommended for award.
MWDBE/SLS Participation: M.D. Henry Co, Inc., Pelham, AL is not a small local or MWDBE business. M.D. Henry Co, Inc., Pelham, AL plans to self-perform all aspects of this project.

Budget Impact:
BABA Galvanized Steel Transmission Poles are budgeted in Warehouse Inventory.

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the award recommendation for purchase of BABA Galvanized Steel Transmission Poles to M. D. Henry Co., Inc., Pelham, AL, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $3,265,995.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:
Bid Recommendation - BABA Galvanized Steel Transmission Poles

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** January 14, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the purchase award for the BABA Galvanized Steel Transmission Poles (PWC2526006)

BID/PROJECT NAME: BABA Galvanized Steel Transmission Poles

BID DATE: August 19, 2025 **DEPARTMENT:** Warehouse

BUDGET INFORMATION: Warehouse Inventory

CONFORMING BIDDERS	TOTAL PRICE
M.D. Henry Co, Inc., Pelham, AL	$3,265,995.00
Belfort Capital LLC, Louisville, OH	$3,400.080.00
Meyer Utility Structures, LLC, Dallas, TX	$3,519.615.00
Southland Industrial Coatings/Grid Structures, Amite City, LA	$3,730,110.00
Nucor Tower & Structures, Rock Hill, SC	$3,831,109.80
Valmont Industries, Valley, NE	$4,197,855.00

NON-CONFORMING BIDDERS
Cecil Energy Structures, Birmingham, MI
Wesco Distribution, Inc, Clayton, NC

AWARD RECOMMENDED TO: M.D. Henry Co, Inc., Pelham, AL

BASIS OF AWARD: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our usual channels on July 30, 2025, with a bid opening date of August 19, 2025. Bids were solicited from thirteen (13) vendors, and eight (8) bids were received.

An award was previously approved on September 10, 2025, to Wesco Distribution, Inc, Clayton, NC. However, due to an inability to reach an agreement on contractual language, the bidder is now deemed non-responsible as they are requiring amendments to the form contract to which PWC objects including, among others, provisions to which PWC may not agree as a public entity. As a result, M.D. Henry Co., Inc., is now the lowest responsible bidder and is recommended for award

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

BID HISTORY
BABA GALVANIZED STEEL
TRANSMISSION POLE
CONTRACT
BID DATE: August 19, 2025

Advertisement

1.	PWC Website	07/30/2025 through 08/19/2025
2.	Addendum 1	08/07/25

List of Prospective Bidders Notified of Bid

1. Preferred Sales Agency, LTD, Kannapolis, NC
2. Valmont Industries, Valley, NE
3. Border States Electric, Greenville, SC
4. Stuart Irby, Johnson City, TN
5. Wesco Distribution, Clayton, NC
6. TransAmerican Power Products, Inc, Houston, TX
7. Sabre Industries, Alvarado, TX
8. Belfort Capital LLC, Louisville, OH
9. Southland Industrial Coatings/Grid Structures, Amite City, LA
10. Utility Service Agency Inc, Wake Forest, NC
11. Lekson Association Inc, Raleigh, NC
12. Meyer Utility Structures, LLC, Dallas, TX
13. M.D. Henry Co., Inc., Pelham, AL

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

Small Business Administration Programs:
Small Business Administration Regional Office (SBA)
NC Procurement & Technical Assistance Center (NCPTAC)
Veterans Business Outreach Center (VBOC)
Small Business Technology Center (SBTDC)
Women's Business Center of Fayetteville (WBC)

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

State Business and Community Programs
NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC
National Utility Contracting Association- NC Chapter (NUCA)

Durham Chapter of the National Association of Women in Construction (NAWIC)
South Atlantic Region of National Association of Women in Construction (NAWIC)
The Hispanic Contractors Association of the Carolinas (HCAC)
United Minority Contractors of North Carolina
International Women in Transportation- Triangle Chapter

Media
Fayetteville Observer
WIDU, AM1600
IBronco Radio at FSU
Fayetteville Press News
Up & Coming Weekly
Bladen Journal
Greater Fayetteville Business Journal

MWDBE / SLS Participation

M.D. Henry Co, Inc., Pelham, AL is not a small local or MWDBE business. M.D. Henry Co, Inc., Pelham, AL plans to self-perform all aspects of this project.

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0074

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A13

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC - Approve Recommendation to Reject Non-Conforming Bids - Switch, Recloser Bypass, Cross Arm Assembly, 3 Phase

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for the Switch, Recloser Bypass, Cross Arm Assembly, 3 Phase. All bids were non-conforming to PWC's bid submittal requirements and were rejected.

Background:
The Fayetteville Public Works Commission, during the meeting on January 28, 2026, approved recommendation to reject non-conforming bids for the Switch, Recloser Bypass, Cross Arm Assembly, 3 Phase and forward to City Council for approval.

Bids received September 4, 2025, as follows:

Non-Conforming Bidders

V-Energy Sales, LLC, Columbia, SC
Wesco Distribution, Inc., Clayton, NC

Issues/Analysis:
The bid notice was advertised through our usual channels on August 15, 2025, with a bid opening date of September 4, 2025. Bids were solicited from four (4) vendors, and two (2) bids were received. The Electric Systems Engineering and Construction Departments request the rejection of the bids submitted, as they did not conform to PWC's bid submittal requirements.

Budget Impact:
N/A

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the recommendation to reject non-conforming bids for the Switch, Recloser Bypass, Cross Arm Assembly, 3 Phase.

Attachments:
Recommendation - Switch, Recloser Bypass, Cross Arm Assembly, 3 Phase

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** January 14, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the recommendation to reject all bids for the Switch, Recloser Bypass, Cross Arm Assembly, 3 Phase (PWC2526021)

BID/PROJECT NAME: Switch, Recloser Bypass, Cross Arm Assembly, 3 Phase

BID DATE: September 4, 2025 **DEPARTMENT:** Warehouse

BUDGET INFORMATION: Warehouse Inventory

NON-CONFORMING BIDDERS
V-Energy Sales, LLC, Columbia, SC
Wesco Distribution, Inc, Clayton, NC

BASIS OF REJECTION: Non-conforming bids

COMMENTS: The bid notice was advertised through our usual channels on August 15, 2025, with a bid opening date of September 4, 2025. Bids were solicited from four (4) vendors, and two (2) bids were received.

The Electric Systems Engineering and Construction Departments request the rejection of the bids submitted, as they did not conform to PWC's bid submittal requirements.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

BID HISTORY
SWITCH, RECLOSER
BYPASS, CROSS ARM
ASSEMBLY, 3 PHASE
BID DATE: September 4, 2025

Advertisement

1.	PWC Website	8/15/25 through 9/4/25
2.	Addendum 1	8/29/24

List of Prospective Bidders Notified of Bid

1. V-Energy Sales, LLC, Columbia, SC
2. Wesco Distribution, Inc, Clayton, NC
3. Border States Electric, Greenville, SC
4. Stuart Irby, Johnson City, TN
5. The Tarheel Electric Membership Association Inc. (TEMA), Raleigh, NC

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

Small Business Administration Programs:
Small Business Administration Regional Office (SBA)
NC Procurement & Technical Assistance Center (NCPTAC)
Veterans Business Outreach Center (VBOC)
Small Business Technology Center (SBTDC)
Women's Business Center of Fayetteville (WBC)

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

State Business and Community Programs
NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC
National Utility Contracting Association- NC Chapter (NUCA)
Durham Chapter of the National Association of Women in Construction (NAWIC)
South Atlantic Region of National Association of Women in Construction (NAWIC)
The Hispanic Contractors Association of the Carolinas (HCAC)
United Minority Contractors of North Carolina
International Women in Transportation- Triangle Chapter

Media
Fayetteville Observer
WIDU, AM1600
IBronco Radio at FSU
Fayetteville Press News
Up & Coming Weekly
Bladen Journal
Greater Fayetteville Business Journal

MWDBE / SLS Participation

N/A

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0075

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A14

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC- Approve Recommendation to Reject Non-Conforming Bids - Three Phase Padmount Transformers

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for the Three Phase Padmount Transformers. All bids were non-conforming to PWC's bid submittal requirements and were rejected

Background:
The Fayetteville Public Works Commission, during the meeting on January 28, 2026, approved recommendation to reject non-conforming bids for the Three Phase Padmount Transformers and forward to City Council for approval.

Bids received September 9, 2025, as follows:

Non-Conforming Bidders

AR Transformers Inc., Las Vegas, NV
Calvary Energy LLC, Warrendale, PA
Eagelerise Distribution Inc., Temple City, CA
Hyundai Corporation, Torrance, CA
JST Power Equipment, Inc., Lake Mary, FL
KLLEN Group America Inc., Simpson, NC
NexGen Power, Inc., Gardena, CA6016
Meta Power Solutions LLC, Lake Park, FL
MVA Power, Inc., Montreal, QC, Canada
Premier Transformer LLC, Princeton, NJ
PulseMac Solutions, San Antonio, TX
The Tarheel Electric Membership, Raleigh, N.C.

ULS Corporate Inc., Katy, TX
Utility Sales Associates, Midlothian, VA
Wesco, Clayton, NC

Issues/Analysis:
The bid notice was advertised through our usual channels on August 15, 2025, with a bid opening date of September 9, 2025. Bids were solicited from four (4) vendors, and sixteen (16) bids were received.

The Electric Systems Engineering and Construction Departments request the rejection of all bids received for this solicitation, as they did not conform to PWC's bid submittal and/or technical specification requirements. There are currently no plans to re-advertise for three-phase transformers.

Budget Impact:
Warehouse Inventory

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the recommendation to reject non-conforming bids for the Three Phase Padmount Transformers.

Attachments:
Recommendation - Three Phase Padmount Transformers

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** November 26, 2025

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the recommendation to reject all bids for the Three Phase Padmount Transformers (PWC2526016)

BID/PROJECT NAME: Three Phase Padmount Transformers

BID DATE: September 9, 2025 **DEPARTMENT:** Warehouse

BUDGET INFORMATION: Warehouse Inventory

NON-CONFORMING BIDDERS
AR Transformers Inc., Las Vegas, NV
Calvary Energy LLC, Warrendale, PA
Eagelerise Distribution Inc., Temple City, CA
Hyundai Corporation, Torrance, CA
JST Power Equipment, Inc., Lake Mary, FL
KLLEN Group America Inc., Simpson, NC
NexGen Power, Inc., Gardena, CA6016
Meta Power Solutions LLC, Lake Park, FL
MVA Power, Inc., Montreal, QC, Canada
Premier Transformer LLC, Princeton, NJ
PulseMac Solutions, San Antonio, TX
The Tarheel Electric Membership, Raleigh, N.C.
ULS Corporate Inc., Katy, TX
Utility Sales Associates, Midlothian, VA
Wesco, Clayton, NC

BASIS OF REJECTION: Non-conforming bids, and in the best interest of PWC

COMMENTS: The bid notice was advertised through our usual channels on August 15, 2025, with a bid opening date of September 9, 2025. Bids were solicited from four (4) vendors, and sixteen (16) bids were received.

The Electric Systems Engineering and Construction Departments request the rejection of all bids received for this solicitation, as they did not conform to PWC's bid submittal and/or technical specification requirements. There are currently no plans to re-advertise for three-phase transformers.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

BID HISTORY
THREE PHASE PADMOUNT
TRANSFORMERS
BID DATE: September 9, 2025

Advertisement

1.	PWC Website	8/15/25 through 9/9/25
2.	Addendum 1	8/22/25
3.	Addendum 2	9/2/25

List of Prospective Bidders Notified of Bid

1. The Tarheel Electric Membership, Raleigh, N.C.
2. Wesco, Clayton, NC
3. Stuart Irby, Fredricksburg, VA
4. Border States, Greenville, SC

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

Small Business Administration Programs:
Small Business Administration Regional Office (SBA)
NC Procurement & Technical Assistance Center (NCPTAC)
Veterans Business Outreach Center (VBOC)
Small Business Technology Center (SBTDC)
Women's Business Center of Fayetteville (WBC)

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

State Business and Community Programs
NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC
National Utility Contracting Association- NC Chapter (NUCA)
Durham Chapter of the National Association of Women in Construction (NAWIC)
South Atlantic Region of National Association of Women in Construction (NAWIC)
The Hispanic Contractors Association of the Carolinas (HCAC)
United Minority Contractors of North Carolina
International Women in Transportation- Triangle Chapter

Media
Fayetteville Observer

WIDU, AM1600
IBronco Radio at FSU
Fayetteville Press News
Up & Coming Weekly
Bladen Journal
Greater Fayetteville Business Journal

MWDBE / SLS Participation

N/A

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0076

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A15

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC- Approve Recommendation to Reject Non-Conforming Bids - Cable, 1/0 ALCN EPR 25KV, 1/C

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for the Cable, 1/0 ALCN EPR 25KV, 1/C. All bids were non-conforming to PWC's bid submittal requirements and were rejected.

Background:
The Fayetteville Public Works Commission, during the meeting on January 28, 2026, approved recommendation to reject non-conforming bids for the Cable, 1/0 ALCN EPR 25KV, 1/C and forward to City Council for approval.

Bids received October 7, 2025, as follows:

Non-Conforming Bidders

Border States Electric, Greenville, SC
Wesco Distribution, Inc, Clayton, NC
Utility Service Agency Inc, Wake Forest, NC

Issues/Analysis:
The bid notice was advertised through our usual channels on September 22, 2025, with a bid opening date of October 7, 2025. Bids were solicited from four (4) vendors, and three (3) bids were received.

The Electric Systems Engineering and Construction Departments request the rejection of the bids submitted, as they did not conform to PWC's bid submittal and technical specification requirements.

Budget Impact:
Warehouse Inventory
Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the recommendation to reject non-conforming bids for the Cable, 1/0 ALCN EPR 25KV, 1/C.

Attachments:
Recommendation - Cable, 1/0 ALCN EPR 25KV, 1/C

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** January 15, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the recommendation to reject all bids for the Cable, 1/0 ALCN EPR 25KV, 1/C (PWC2526030)

BID/PROJECT NAME: Cable, 1/0 ALCN EPR 25KV, 1/C

BID DATE: October 7, 2025 **DEPARTMENT:** Warehouse

BUDGET INFORMATION: Warehouse Inventory

NON-CONFORMING BIDDERS
Border States Electric, Greenville, SC
Wesco Distribution, Inc, Clayton, NC
Utility Service Agency Inc, Wake Forest, NC

BASIS OF REJECTION: Non-conforming bids

COMMENTS: The bid notice was advertised through our usual channels on September 22, 2025, with a bid opening date of October 7, 2025. Bids were solicited from four (4) vendors, and three (3) bids were received.

The Electric Systems Engineering and Construction Departments request the rejection of the bids submitted, as they did not conform to PWC's bid submittal and technical specification requirements.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

BID HISTORY
CABLE, 1/0 ALCN EPR
25KV, 1/C
BID DATE: October 7, 2025

Advertisement

1.	PWC Website	9/22/25 through 10/7/25
2.	Addendum 1	9/30/25

List of Prospective Bidders Notified of Bid

1. Utility Service Agency Inc, Wake Forest, NC
2. Wesco Distribution, Inc, Clayton, NC
3. Border States Electric, Greenville, SC
4. Stuart Irby, Johnson City, TN

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

Small Business Administration Programs:
Small Business Administration Regional Office (SBA)
NC Procurement & Technical Assistance Center (NCPTAC)
Veterans Business Outreach Center (VBOC)
Small Business Technology Center (SBTDC)
Women's Business Center of Fayetteville (WBC)

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

State Business and Community Programs
NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC
National Utility Contracting Association- NC Chapter (NUCA)
Durham Chapter of the National Association of Women in Construction (NAWIC)
South Atlantic Region of National Association of Women in Construction (NAWIC)
The Hispanic Contractors Association of the Carolinas (HCAC)
United Minority Contractors of North Carolina
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Media
Fayetteville Observer
WIDU, AM1600
IBronco Radio at FSU
Fayetteville Press News
Up & Coming Weekly
Bladen Journal
Greater Fayetteville Business Journal

MWDBE / SLS Participation

N/A

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0077

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A16

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC- Approve Recommendation to Reject Non-Conforming Bids - Cable, 1/0 ALCN EPR 25KV, 1/C

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for the Cable, 1/0 ALCN EPR 25KV, 1/C. All bids were non-conforming to PWC's bid submittal requirements and were rejected.

Background:
The Fayetteville Public Works Commission, during the meeting on January 28, 2026, approved recommendation to reject non-conforming bids for the Cable, 1/0 ALCN EPR 25KV, 1/C and forward to City Council for approval.

Bids received November 13, 2025, as follows:

Non-Conforming Bidders

Border States Electric, Greenville, SC
Wesco Distribution, Inc, Clayton, NC
Nextgen Metals, Inc., South Korea
Bell Electrical Supply Co. Inc., Peachtree Corners, GA
American Wire Group, LLC, Columbia

Issues/Analysis:
The bid notice was advertised through our usual channels on October 28, 2025, with a bid opening date of November 13, 2025. Bids were solicited from five (5) vendors, and six (6) bids were received.

The Electric Systems Engineering and Construction Departments request the rejection of the bids submitted, as they did not conform to PWC's bid submittal and technical specification requirements.

Budget Impact:
Warehouse Inventory

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the recommendation to reject non-conforming bids for the Cable, 1/0 ALCN EPR 25KV, 1/C.

Attachments:
Recommendation - Cable, 1/0 ALCN EPR 25KV, 1/C 111325 BD

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** January 15, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the recommendation to reject all bids for the Cable, 1/0 ALCN EPR 25KV, 1/C (PWC2526050)

BID/PROJECT NAME: Cable, 1/0 ALCN EPR 25KV, 1/C

BID DATE: November 13, 2025 **DEPARTMENT:** Warehouse

BUDGET INFORMATION: Warehouse Inventory

NON-CONFORMING BIDDERS
Border States Electric, Greenville, SC
Wesco Distribution, Inc, Clayton, NC
Nextgen Metals, Inc., South Korea
Bell Electrical Supply Co. Inc., Peachtree Corners, GA
American Wire Group, LLC, Columbia

BASIS OF REJECTION: Non-conforming bids

COMMENTS: The bid notice was advertised through our usual channels on October 28, 2025, with a bid opening date of November 13, 2025. Bids were solicited from five (5) vendors, and six (6) bids were received.

The Electric Systems Engineering and Construction Departments request the rejection of the bids submitted, as they did not conform to PWC's bid submittal and technical specification requirements.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

BID HISTORY
CABLE, 1/0 ALCN EPR
25KV, 1/C
BID DATE: November 13, 2025

Advertisement

1.	PWC Website	10/28/25 through 11/13/25
2.	Addendum 1	11/4/25

List of Prospective Bidders Notified of Bid

1. Utility Service Agency Inc, Wake Forest, NC
2. Wesco Distribution, Inc, Clayton, NC
3. Border States Electric, Greenville, SC
4. Stuart Irby, Johnson City, TN
5. The Tarheel Electric Membership, Raleigh, N.C
6. Nextgen Metals, Inc., South Korea
7. Bell Electrical Supply Co. Inc., Peachtree Corners, GA
8. American Wire Group, LLC, Columbia

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

Small Business Administration Programs:
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NC Procurement & Technical Assistance Center (NCPTAC)
Veterans Business Outreach Center (VBOC)
Small Business Technology Center (SBTDC)
Women's Business Center of Fayetteville (WBC)

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
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Fayetteville Press News
Up & Coming Weekly
Bladen Journal
Greater Fayetteville Business Journal

MWDBE / SLS Participation

N/A

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0059

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A17

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC - Approve Resolution for Permanent Pipeline Easement, Temporary Construction Easements and a License Rights to Piedmont Natural Gas Company, Inc.

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Piedmont Natural Gas Company, Inc., requests a Permanent Pipeline Easement, Temporary Construction Easements, and a Revocable License Agreement

Background:
In exchange for thirty-eight thousand seven hundred twenty and 52/100 dollars ($38,720.52), Piedmont Natural Gas Company, Inc. is seeking to acquire a permanent pipeline easement, certain temporary construction easements, and license rights under a revocable license agreement, with respect to certain tracts of land over which the Fayetteville Public Works Commission exercises management and control of its utility operations but which is titled in the name of the City of Fayetteville.

Issues/Analysis:
N/A

Budget Impact:
N/A

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission requests the Fayetteville City Council to

approve the requested Permanent Pipeline Easement, Temporary Construction Easements and a License Rights to Piedmont Natural Gas Company, Inc., and to adopt the attached resolution.

Attachments:

City Resolution; Easement - Custer (1-7-2026) with plats; Easement L5S2-CUMB-132-A014 - Tom Sarling (1-7-2026) with plat; Retirement Easement -PWC (11-16-2025) with Plat; TCA - L5S2-CUMB-132_A01 - Tom Starling; TCA - L5S2 -CUMB-289-000 289_A02 290_000 - Custer; TCA - Retirement; USSE License Agreement - CUMB-289_000(1-7-2026) with Plat

Resolution No. R2026 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA AUTHORIZING THE CONVEYANCE OF A PERMENANT PIPELINE EASEMENT, TEMPORARY CONSTRUTION EASEMENTS AND LICENSE RIGHTS TO PIEDMONT NATURAL GAS COMPANY, INC.

WHEREAS, in exchange for thirty-eight thousand seven hundred twenty and 52/100 dollars ($38,720.52), Piedmont Natural Gas Company, Inc. is seeking to acquire a permanent pipeline easement, certain temporary construction easements, and license rights under a revocable license agreement (collectively, the "Instruments"), with respect to certain tracts of land over which the Fayetteville Public Works Commission exercises management and control of its utility operations but which is titled in the name of the City of Fayetteville in accordance with Chapter VIA of the Charter of the City of Fayetteville; and

WHEREAS, Piedmont Natural Gas Company, Inc.'s acquisition of said easements and license rights will facilitate its construction activities with respect to the installation of a pipeline for transportation and/or control of natural gas, including with respect to the provision of services to PWC's Butler Warner Generation Plant and surrounding properties; and

WHEREAS, the City of Fayetteville agrees that the terms and conditions negotiated by the Fayetteville Public Works Commission and Piedmont Natural Gas Company, Inc. for said conveyance are reasonable and the transaction is authorized under G.S. 160A-273 and should be permitted;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fayetteville that the Fayetteville Public Works Commission is hereby authorized to grant and convey said easement and license rights to facilitate Piedmont Natural Gas Company, Inc.'s construction activities with respect to the provision of services to PWC's Butler Warner Generation Plant and surrounding properties, and with respect to its construction activities on or near Tom Starling Road (NCSR 2220).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this the 26th day of January, 2026; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

_____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer Ayre, City Clerk

EASEMENT AGREEMENT

Prepared by and Return to: Parker Poe Adams & Bernstein LLP (MJC), PO Box 389, Raleigh, NC 27602

NORTH CAROLINA

CUMBERLAND COUNTY

For Internal Informational Purposes Only
LINE NO. 5 SEG 2 PROJECT 110 MAOP
PROJECT TRACT NO. L5S2-CUMB-289_000, L5S2-CUMB-289_A02, L5S2-CUMB-290_000
PROJECT NO. 0235312
PARCEL ID #: 0459-00-8872, 0459-01-9736, 0459-22-8370

THIS "**EASEMENT AGREEMENT**" is made and granted as of this ____ day of January, 2026, from the **CITY OF FAYETTEVILLE**, a municipal corporation of the State of North Carolina, by and through **FAYETTEVILLE PUBLIC WORKS COMMISSION**, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville ("**Grantor**") to **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("**Piedmont**").

WHEREAS, Grantor is the owner of, or has an interest in, that real property situated in Cumberland County, North Carolina, as more particularly described in the instruments recorded in Book 2495, Page 785; Book 3679, Page 243; Book 3679, Page 247; Book 4039, Page 187; and Book 7776, Page 261, all of the Cumberland County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Twenty Six Thousand Nine Hundred Thirty One Dollars and Forty Cents ($26,931.40) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont the following easements and rights of way in the areas shown on the surveys attached hereto as **Exhibit A, Exhibit B,** and **Exhibit C** and incorporated herein by reference (together, the "**Surveys**"), as more specifically provided herein.

For purposes of this EASEMENT AGREEMENT, the term "**Easements**" shall refer collectively to all easements granted hereby, and the term "**Easement Areas**" shall refer collectively to all the easement areas described herein and as depicted on the Surveys.

Pipeline Easement. A perpetual non-exclusive easement under, upon, through and across that portion of the Property designated as "20' Pipeline Easement" on **Exhibit C** (the "**Pipeline Easement Area**") for the purposes of building, constructing, laying, installing, maintaining, operating, repairing, altering, replacing, removing, relocating within the Pipeline Easement Area, and inspecting a portion of a natural gas pipeline (such portion of the natural gas pipeline being referred to herein as the "**Pipeline**") (which Pipeline shall be underground) and appurtenant facilities, including, without limitation, at or below grade valves and anode beds and above ground markers, cathodic protection equipment, and bollards, for the transportation of natural gas (collectively, the "**Facilities**"). Said Pipeline shall be of a size approved in writing by Grantor, such approval not to be unreasonably withheld.

It is expressly made a condition of the Pipeline Easement that if Piedmont, its successors or assigns, shall abandon the Pipeline Easement or any portion of said Pipeline Easement Area for the stated purposes of the Pipeline Easement, then and in the event, all the rights herein granted shall cease and terminate with respect to the Pipeline Easement Area so abandoned, and the title to said Pipeline Easement Area shall be freed from the burden of said Pipeline Easement; and it is further agreed that nonuse of the Easement or any portion thereof for the purposes of said Pipeline Easement for the period of four (4) consecutive years along with an intent to abandon shall constitute an abandonment unless such nonuse is caused by market conditions or circumstances beyond the reasonable control of Piedmont. In the event of an abandonment of the Pipeline Easement, Piedmont shall deliver to Grantor a recordable instrument evidencing that the title to the Pipeline Easement so abandoned is free and clear of the burden of said Pipeline Easement and free and clear of liens, encumbrances, clouds upon or defects in the title to said Pipeline Easement Area created or permitted to be created by Piedmont.

Temporary Construction Easement ("TCE"). A non-exclusive, temporary construction easement over and upon the areas designated as "10' TCE" on **Exhibit B** and "TCE - 1" and "50' TCE - 2" on **Exhibit C** (the "**TCE Areas**") for the purposes of performing construction activities relating to the Pipeline and appurtenant facilities and laying, storing, and parking, equipment, vehicles, materials, fill, gravel, components, parts, and tools associated with the construction of Piedmont's natural gas pipeline and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Areas and to exclude all persons, other than Grantor, its agents and contractors, and other third parties with rights to the Easement Areas, from any fenced portions of the TCE Areas. All such materials and equipment shall be placed and stored at Piedmont's sole risk and expense. Grantor assumes no responsibility for the safekeeping, security, or protection of any property of Piedmont or its contractors, subcontractors, or agents. Grantor shall not be liable for any loss, theft, damage, or destruction of any of such materials or equipment, regardless of the cause. The TCE does not grant Piedmont the right to place, and Piedmont shall not place, any permanent facilities in the TCE Areas.

The TCE shall terminate without any further action by any party upon the earlier of (1) Piedmont's restoration of the TCE Areas pursuant to the restoration requirements described in the Damages section below and when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property, or (2) 24 months after the date of this Easement Agreement. Prior to the termination of the TCE, Piedmont shall remove all equipment, vehicles, materials, fill, gravel, components, parts, and tools from the TCE Areas.

Temporary Access Easement. A temporary access easement upon, over, and across those portions of the Property designated as "30' Temporary Access" on **Exhibit A**, "Temporary Access" on **Exhibit B,** and "30' Temporary Access" on **Exhibit C** (the "**Temporary Access Area**") for the purposes of ingress, egress, and regress. Piedmont shall have the right, but not the obligation, to construct roads or driveways within the Temporary Access Area (including, without limitation, grading, graveling, and installing culverts) where no roads or driveways currently exist.

The Temporary Access Easement shall terminate without any further action by any party upon the earlier of (1) Piedmont's restoration of the Temporary Access Area pursuant to the restoration requirements described in the Damages section below and when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property, or (2) 24 months after the date of this Easement Agreement.

Grantor and Piedmont agree that Piedmont may, at Piedmont's sole discretion, upon written notice prior to the expiration of the TCE or Temporary Access Easement, as applicable, extend the duration of the TCE or Temporary Access Easement on a month-to-month basis for $500.00 per month with respect to each such easement for a maximum of an additional twelve (12) consecutive month period.

Piedmont's Use. Piedmont shall have the right, but not the obligation, to clear and keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), and any obstructions (collectively, "**Obstructions**") that unreasonably interfere with the rights granted herein. Some or all of the Facilities may be installed now and/or in the future in the Pipeline Easement Area. All Facilities shall be and remain the property of Piedmont and may be removed by it at any time and from time to time.

Grantor's Reservation of Rights. Grantor reserves the right to use the Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein including, without limitation, the rights of ingress and egress over the Easement Areas. Grantor shall not: (1) unreasonably interfere with Piedmont's access to or maintenance or use of the Facilities or Easement Areas; or (2) install or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Piedmont, such approval not to be unreasonably withheld, conditioned, or delayed.

Damages. Piedmont shall, at its sole cost and expense, repair and restore the Property to the condition existing immediately prior to Piedmont's use of the Easement Areas except to the extent such repairs are for damages caused by Grantor. Such restoration shall include restoring, leveling the surface of, and reseeding the Easement Areas.

Required Notices. Piedmont shall give Grantor prompt notice of any of the following occurrences arising with regard to (i) the Property, and (ii) that certain 50' Easement, which is the subject to the Consent Order recorded in Book 2815, Page 761, Cumberland County Registry, as assigned pursuant to the instrument recorded in Book 3980, Page 793, Cumberland County Registry, or Grantee's activities thereon: (1) any spill, release, or other occurrence that constitutes a violation of the provisions of any applicable laws, rules, or regulations; and (2) any notices, claims, or allegations of environmental violations or contamination received from any federal, state, or local governmental agency or authority, or the filing or commencement of any judicial or administrative proceeding by any such agency.

No Waiver or Additional Representations. The failure by Piedmont or Grantor to exercise and/or enforce any of the rights or privileges herein described shall not be construed as a waiver or abandonment of any such rights and privileges, and each party thereafter may exercise and/or enforce, at any time and from time to time, any or all of them.

Indemnification. Piedmont shall indemnify and hold Grantor, its Commissioners, officers, employees, agents, representatives, successors, and assigns harmless of and from any claims, losses, causes of action, liabilities, damages, and expenses (including reasonable attorney's fees) to the extent caused by the willful misconduct or negligent act or omission of Piedmont, or its agents, employees, licensees, or invitees relating to the use of the Easements contained herein (including, without limitation, the storage of materials and equipment within the TCE Areas); provided, however, that Piedmont shall not be obligated to indemnify Grantor to the extent such claims, losses, causes of action, and damages are caused by the negligent act or omission, or willful misconduct, of Grantor, its Commissioners, officers, employees, agents, representatives, successors, or assigns.

Ownership of the Property. Grantor represents, warrants, and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein, subject, however, to all easements, covenants, and rights-of-way of record over or across the Easement Areas or any portion thereof.

To have and to hold said rights, privileges, and Easements unto Piedmont, its successors, and assigns. The Easements shall run with the land and inure to the benefit of and be binding upon Grantor, Piedmont, and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Easement Agreement has been executed by Grantor, as of the date first above written.

GRANTOR:

CITY OF FAYETTEVILLE, a municipal corporation of the State of North Carolina, by and through Fayetteville Public Works Commission, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville

By: _____

Name: Timothy L. Bryant

Title: CEO/General Manager

NORTH CAROLINA
CUMBERLAND COUNTY

I, _____, a Notary Public for Cumberland County, North Carolina, certify that Timothy L. Bryant personally came before me this day and acknowledged that he is CEO/General Manager of the Fayetteville Public Works Commission and that he, in such capacity, being authorized to do so, executed the foregoing Easement on behalf of Fayetteville Public Works Commission.

Witness my hand and official seal this the _____ day of January, 2026.

[NOTARY SEAL]

_____Sign

_____Print

My commission expires: _____

IN WITNESS WHEREOF, this Easement Agreement has been executed by Piedmont, as of the date first above written.

PIEDMONT:

PIEDMONT NATURAL GAS COMPANY, INC., a North Carolina corporation

By: _____

Name: Jennifer Ingram

Title: Manager - Land Services

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public for _____ County, North Carolina, certify that Jennifer Ingram personally came before me this day and acknowledged that she is Manager - Land Services of Piedmont Natural Gas Company, Inc., a North Carolina corporation, and that she, in such capacity, being authorized to do so, executed the foregoing Easement on behalf of Piedmont Natural Gas Company, Inc.

Witness my hand and official seal this the _____ day of January, 2026.

[NOTARY SEAL]

_____Sign

_____Print

My commission expires: _____

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
TEMPORARY ACCESS	0.143	6,224

EXHIBIT A

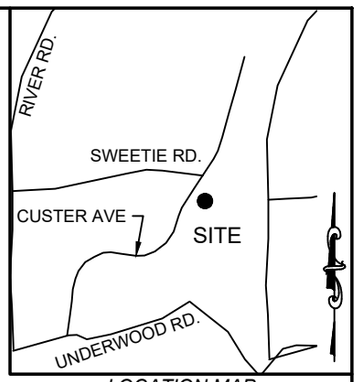
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

GRAPHIC SCALE (IN FEET)

60 0 60

1 inch = 60 ft.

NAD83 (2011) NC GRID



LOCATION MAP
NOT TO SCALE

CERTIFICATION

I, DAVID M. SHEEHAN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2495, PAGE 785, AND IN BOOK 3679 PAGE 243, AND IN BOOK 3679, PAGE 247); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 2495, PAGE 785, AND IN BOOK 3679 PAGE 243, AND IN BOOK 3679, PAGE 247; THAT THE RATIO OF PRECISION IS 1: 10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(11)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

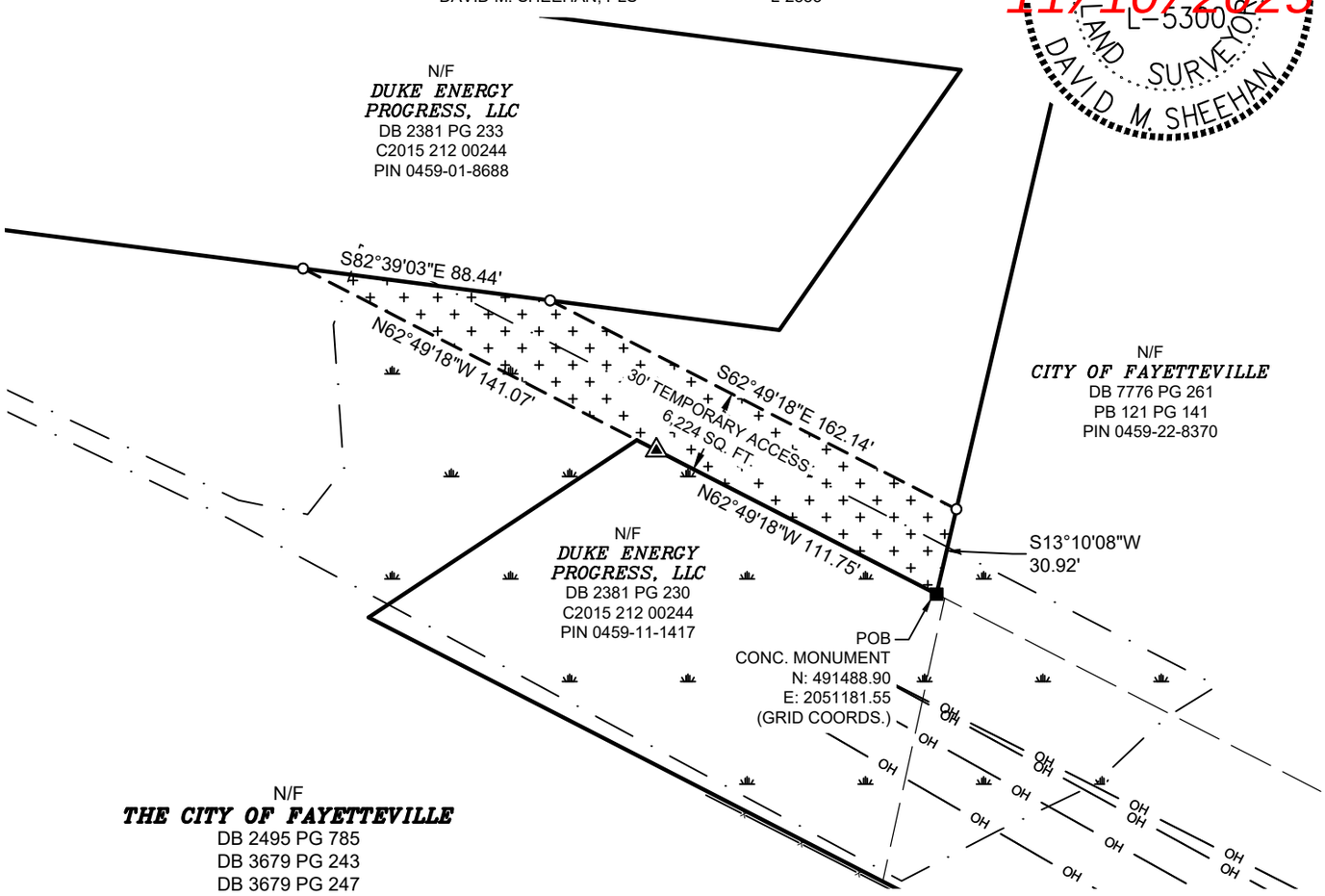
THIS 10TH DAY OF NOVEMBER 2025

David M. Sheehan

DAVID M. SHEEHAN, PLS L-2883

NORTH CAROLINA PROFESSIONAL SEAL L-5300 LAND SURVEYOR DAVID M. SHEEHAN

11/10/2025



LEGEND

- IRON ROD FOUND
- CONCRETE MONUMENT
- COMPUTED POINT (NOT SET)
- WETLANDS
- SUBJECT PARCEL
- SUBJECT EASEMENT
- ADJACENT PARCEL
- FENCE LINE
- OH — OVERHEAD UTILITY

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
N/F NOW OR FORMERLY

NOTES

1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY / PIEDMONT NATURAL GAS.
2. AREA BY COORDINATE COMPUTATION METHOD.
3. GRID COORDINATES AND BEARINGS SHOWN ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), REALIZATION 2011, EPOCH 2010 BASED ON AN OPUS CONTROL POINT FOR THE PROJECT AT LAT. N 34 DEG. 57 MIN. 56.60320 SEC., LONG. W 078 DEG. 50 MIN. 55.34117 SEC. DISTANCES SHOWN ARE HORIZONTAL GRID IN U.S. SURVEY FEET WITH A COMBINED FACTOR OF 0.999877805 (GROUND TO GRID).
4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
6. THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.

ELI PROJECT #: 23-31-3001

Energy Land & Infrastructure
500 GREGSON DRIVE, SUITE 180 · CARY, NC 27511
919-234-1974 · WWW.ELI-LLC.COM · LICENSE # P-1289
ENGINEERS · SURVEYORS · INFRASTRUCTURE · ENVIRONMENTAL

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
THE CITY OF FAYETTEVILLE

2274 CUSTER AVENUE, EASTOVER TOWNSHIP
CUMBERLAND COUNTY, NORTH CAROLINA

DUKE ENERGY®
PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202

REVISIONS:	DATE OF SURVEY: 02/16/2024	SCALE: 1" = 60'
	DRAWN BY: SGJ	DEED: 2495-785, 3679-243, 3679-247
DUKE PROJ. #: 0235312	CHECK BY: DMS	PROPERTY ID #: 115002
TRACT #: L5S2-CUMB-289_000	115002_RW_L5S2-CUMB-289_000_TAE_R0_111025	

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
TEMPORARY ACCESS	0.003	136
TCE	0.009	403

EXHIBIT B

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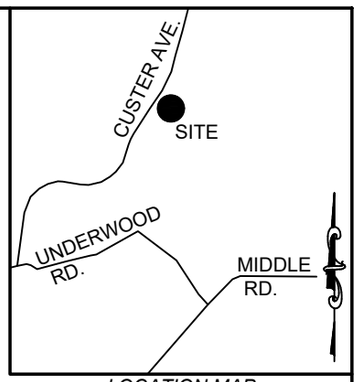
GRAPHIC SCALE (IN FEET)

10 0 10

1 inch = 10 ft.

NAD83 (2011) NC GRID



LOCATION MAP
1" = 5000'

CERTIFICATION

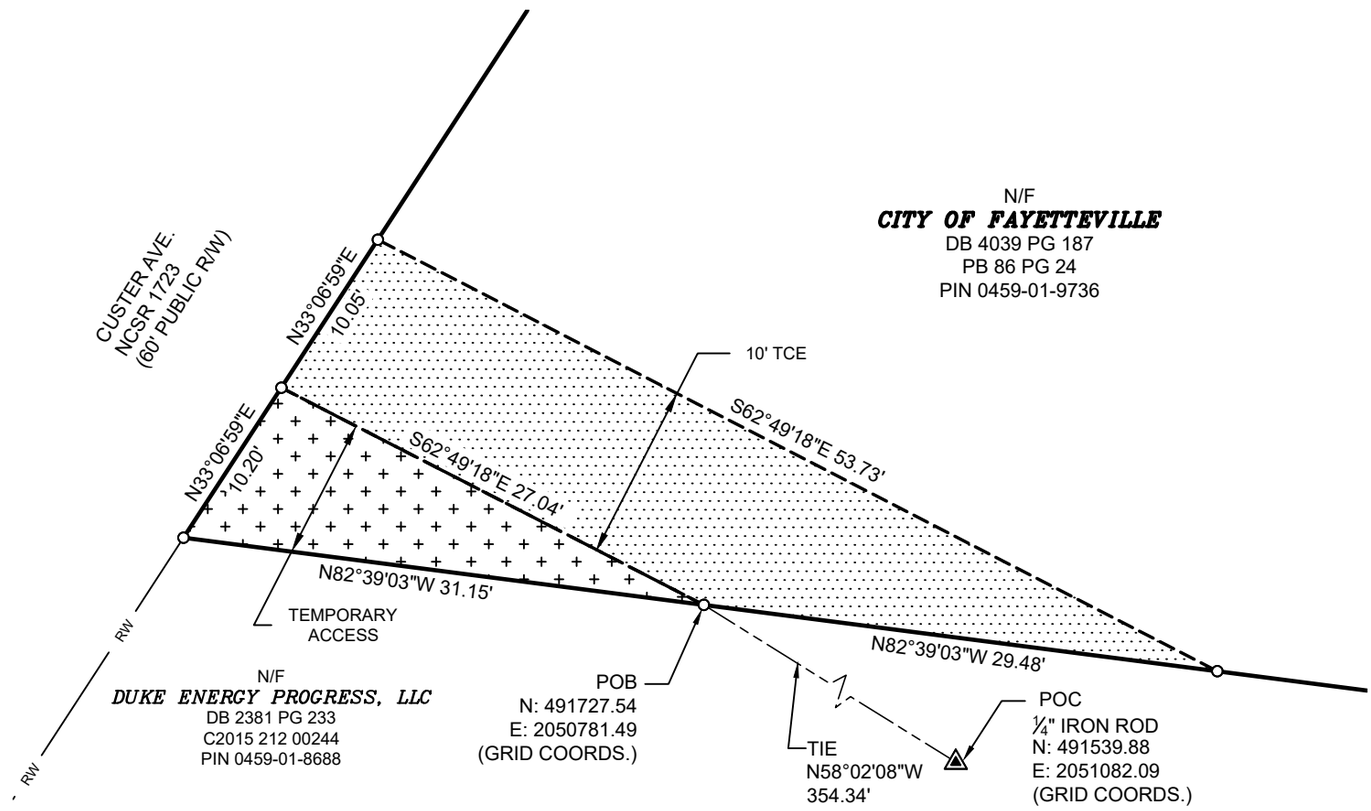
I, DAVID M. SHEEHAN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 4039, PAGE 187); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 4039, PAGE 187; THAT THE RATIO OF PRECISION IS 1: 10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(11)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 19TH DAY OF MARCH 2025

DAVID M. SHEEHAN, PLS L-5300

NORTH CAROLINA PROFESSIONAL SEAL L-5300 LAND SURVEYOR DAVID M. SHEEHAN

3/19/2025



LEGEND

- IRON ROD FOUND
- COMPUTED POINT (NOT SET)
- SUBJECT PARCEL
- SUBJECT EASEMENT
- RW — RIGHT OF WAY
- TIE LINE

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT OF WAY
N/F NOW OR FORMERLY
NCSR NORTH CAROLINA SECONDARY ROAD

NOTES

1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY / PIEDMONT NATURAL GAS.
2. AREA BY COORDINATE COMPUTATION METHOD.
3. GRID COORDINATES AND BEARINGS SHOWN ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), REALIZATION 2011, EPOCH 2010 BASED ON AN OPUS CONTROL POINT FOR THE PROJECT AT LAT. N 34 DEG. 57 MIN. 56.60320 SEC., LONG. W 078 DEG. 50 MIN. 55.34117 SEC. DISTANCES SHOWN ARE HORIZONTAL GRID IN U.S. SURVEY FEET WITH A COMBINED FACTOR OF 0.999877805 (GROUND TO GRID).
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6. THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.

ELI PROJECT #: 23-31-3001

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919-234-1974 · WWW.ELI-LLC.COM · LICENSE # P-1289
ENGINEERS · SURVEYORS · INFRASTRUCTURE · ENVIRONMENTAL

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
CITY OF FAYETTEVILLE

EASTOVER TOWNSHIP
CUMBERLAND COUNTY, NORTH CAROLINA

DUKE ENERGY®
PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202

REVISIONS: R1 03/19/25	DATE OF SURVEY: 02/16/2024	SCALE: 1" = 10'
TAE	DRAWN BY: TJM	DEED: 4039-187
DUKE PROJ. #: 0235312	CHECK BY: GCC	PROPERTY ID #: 115002
TRACT #: L5S2-CUMB-289_A02	115002_RW_L5S2-CUMB-289_A02_TAE_R1_031925	

EXHIBIT C

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

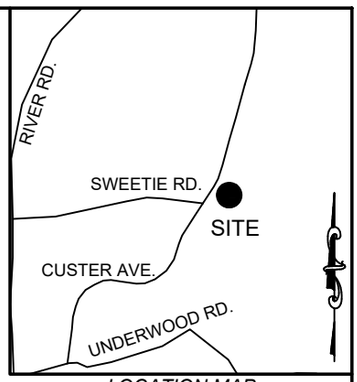
AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.208	9,065
TEMPORARY ACCESS	0.253	11,019
TCE - 1	0.355	15,444
TCE - 2	1.608	70,069
TCE - TOTAL	1.963	85,513

GRAPHIC SCALE (IN FEET)

350 0 350

1 inch = 350 ft.

NAD83 (2011) NC GRID



LOCATION MAP
NOT TO SCALE

N/F
BETHEA, WILLIE G & IRENE P.
DB 6349 PG 84
PIN 0459-13-7265

N/F
MCKEITHAN, TONY
DB 9691 PG 671
PIN 0459-23-2008

50' NCNG EASEMENT
DB 1060 PG 611

20' PIPELINE EASEMENT
9,065 SQ. FT.

90' CP&L EASEMENT
DB 1116 PG 93

N/F
DUKE ENERGY PROGRESS, LLC
DB 2381 PG 230
C2015 212 00244
PIN 0459-11-1417

N/F
LEWIS, ROSA
DB 2332 PG 625
PIN 0459-12-2384

50' TCE - 2
70,069 SQ. FT.

N/F
CITY OF FAYETTEVILLE
DB 7776 PG 261
PB 121 PG 141
PIN 0459-22-8370

90' CP&L EASEMENT
DB 1116 PG 93

CUSTER AVE. (NCSR 1723)
60' PUBLIC R/W

50' NCNG EASEMENT
DB 2815 PG 761

TCE - 1
15,444 SQ. FT.

N/F
DUKE ENERGY PROGRESS
DB 2381 PG 233
C2015 212 00244
PIN 0459-01-8688

30' TEMPORARY ACCESS
11,019 SQ. FT.

N/F
CITY OF FAYETTEVILLE
DB 2495 PG 785
DB 3679 PG 243
DB 3679 PG 247
PB 86 PG 24
PIN 0459-00-8872

N/F
DUKE ENERGY PROGRESS, LLC
DB 2381 PG 236
PIN 0459-11-6062

N/F
TYSON, JOHN M.
DB 2381 PG 230
PIN 0459-11-1417

CSX RAILROAD
130' R/W
PB 114 PG 66

RW

NORTH CAROLINA PROFESSIONAL SEAL L-5300 LAND SURVEYOR DAVID M. SHEEHAN
3/19/2025

CERTIFICATION

I, DAVID M. SHEEHAN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 7776, PAGE 261); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 7776, PAGE 261; THAT THE RATIO OF PRECISION IS 1: 10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(11)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 19TH DAY OF MARCH 2025

David M. Sheehan

DAVID M. SHEEHAN, PLS L-5300

LEGEND

- IRON ROD SET
- CONC. MONUMENT FOUND
- IRON PIPE SET
- COMPUTED POINT (NOT SET)
- GUY ANCHOR
- UTILITY POLE

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT OF WAY
N/F NOW OR FORMERLY
NCSR NORTH CAROLINA SECONDARY ROAD

WETLANDS

- SUBJECT PARCEL
- SUBJECT EASEMENT
- ADJACENT PARCEL
- RW — RIGHT OF WAY
- EXISTING EASEMENT
- TIE LINE
- OH — OVERHEAD ELECTRICAL
- RAILROAD LINE
- FENCE LINE
- TREE LINE

NOTES

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ELI PROJECT #: 23-31-3001

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ENGINEERS · SURVEYORS · INFRASTRUCTURE · ENVIRONMENTAL

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
CITY OF FAYETTEVILLE

0 CUSTER AVE., EASTOVER TOWNSHIP
CUMBERLAND COUNTY, NORTH CAROLINA

DUKE ENERGY®
PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202

REVISIONS: R1 01/15/25 PE	DATE OF SURVEY: 02/09/2024	SCALE: 1" = 350'
R2 03/19/25 TAE	DRAWN BY: SGJ	DEED: 7776-261
DUKE PROJ. #: 0235312	CHECK BY: GCC	PROPERTY ID #: 115002
TRACT #: L5S2-CUMB-290_000	115002_RW_L5S2-CUMB-290_000_PE_R2_031925	

EXHIBIT C

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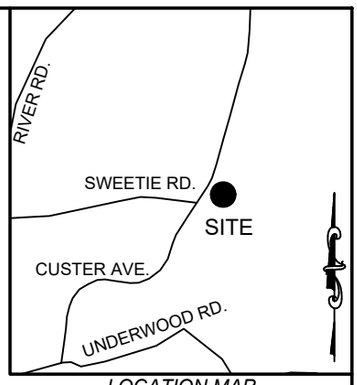
TCE - 2	1.608	70,069
TCE - TOTAL	1.963	85,513

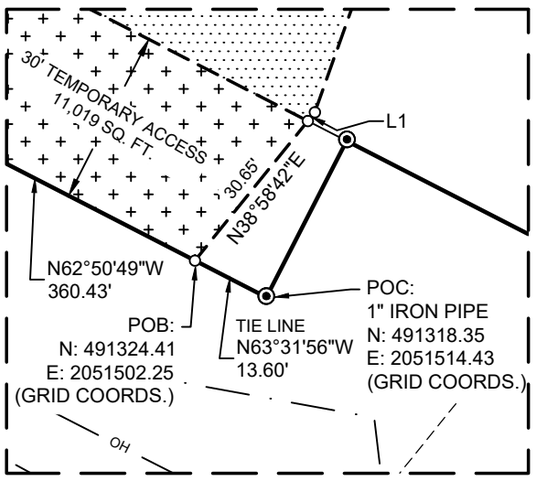
GRAPHIC SCALE (IN FEET)
100 0 100
1 inch = 100 ft.

NAD83 (2011) NC GRID



LOCATION MAP
NOT TO SCALE

INSET MAP 1" = 30'



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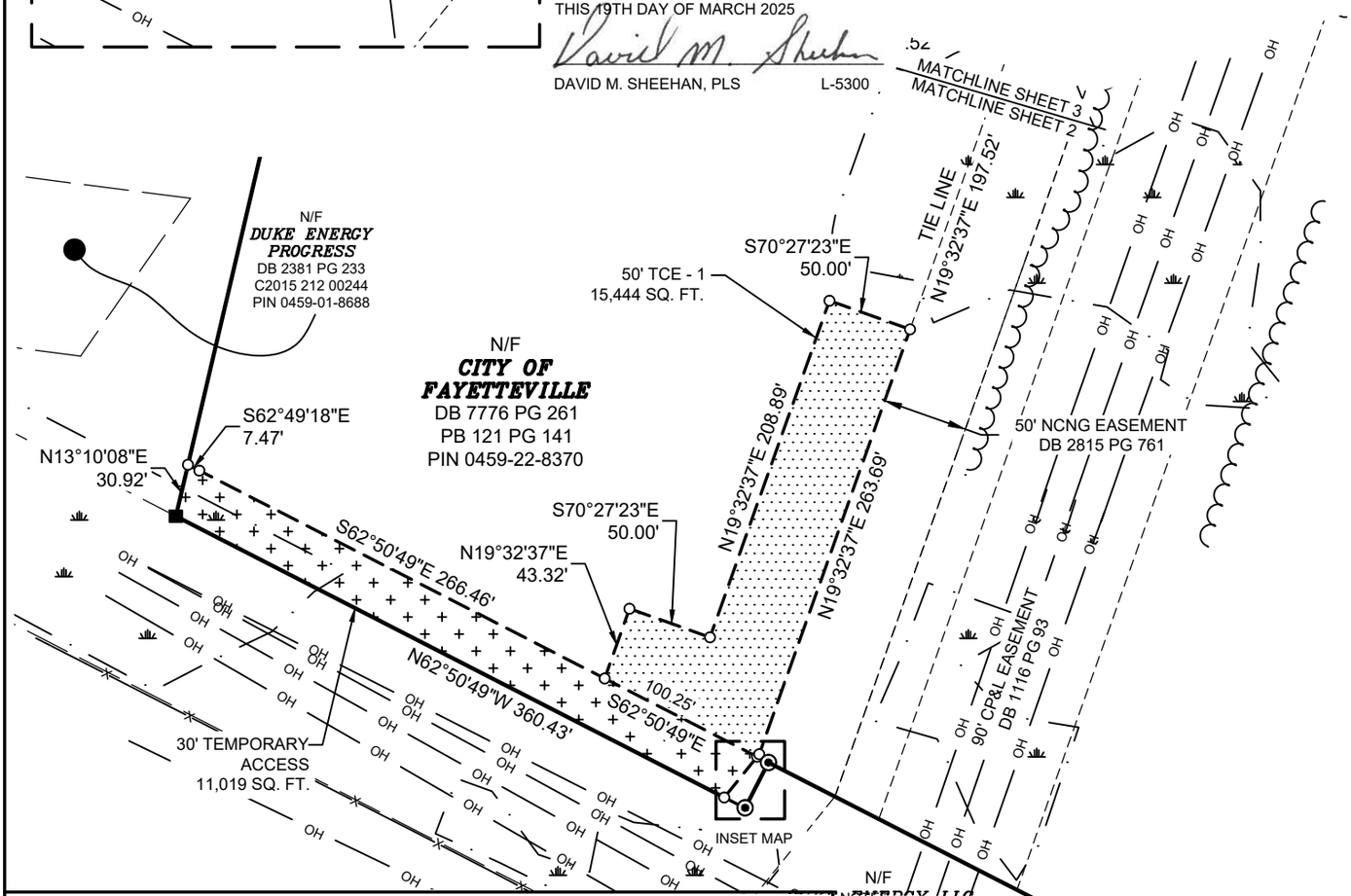
THIS 19TH DAY OF MARCH 2025

DAVID M. SHEEHAN, PLS L-5300

NORTH CAROLINA PROFESSIONAL SEAL L-5300 LAND SURVEYOR DAVID M. SHEEHAN
3/19/2025



LEGEND

- IRON ROD SET
- CONC. MONUMENT FOUND
- IRON PIPE SET
- COMPUTED POINT (NOT SET)
- GUY ANCHOR
- UTILITY POLE

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT OF WAY
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- SUBJECT EASEMENT
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NOTES

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CITY OF FAYETTEVILLE

0 CUSTER AVE., EASTOVER TOWNSHIP
CUMBERLAND COUNTY, NORTH CAROLINA

DUKE ENERGY®
PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202

REVISIONS: R1 01/15/25 PE	DATE OF SURVEY: 02/09/2024	SCALE: 1" = 100'
R2 03/19/25 TAE	DRAWN BY: SGJ	DEED: 7776-261
DUKE PROJ. #: 0235312	CHECK BY: GCC	PROPERTY ID #: 115002
TRACT #: L5S2-CUMB-290_000	115002_RW_L5S2-CUMB-290_000_PE_R2_031925	

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.208	9,065
TEMPORARY ACCESS	0.253	11,019
TCE - 1	0.355	15,444
TCE - 2	1.608	70,069
TCE - TOTAL	1.963	85,513

EXHIBIT C

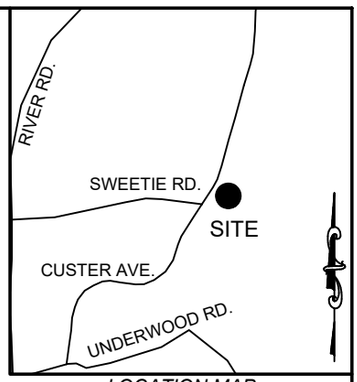
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

GRAPHIC SCALE (IN FEET)

100 0 100

1 inch = 100 ft.

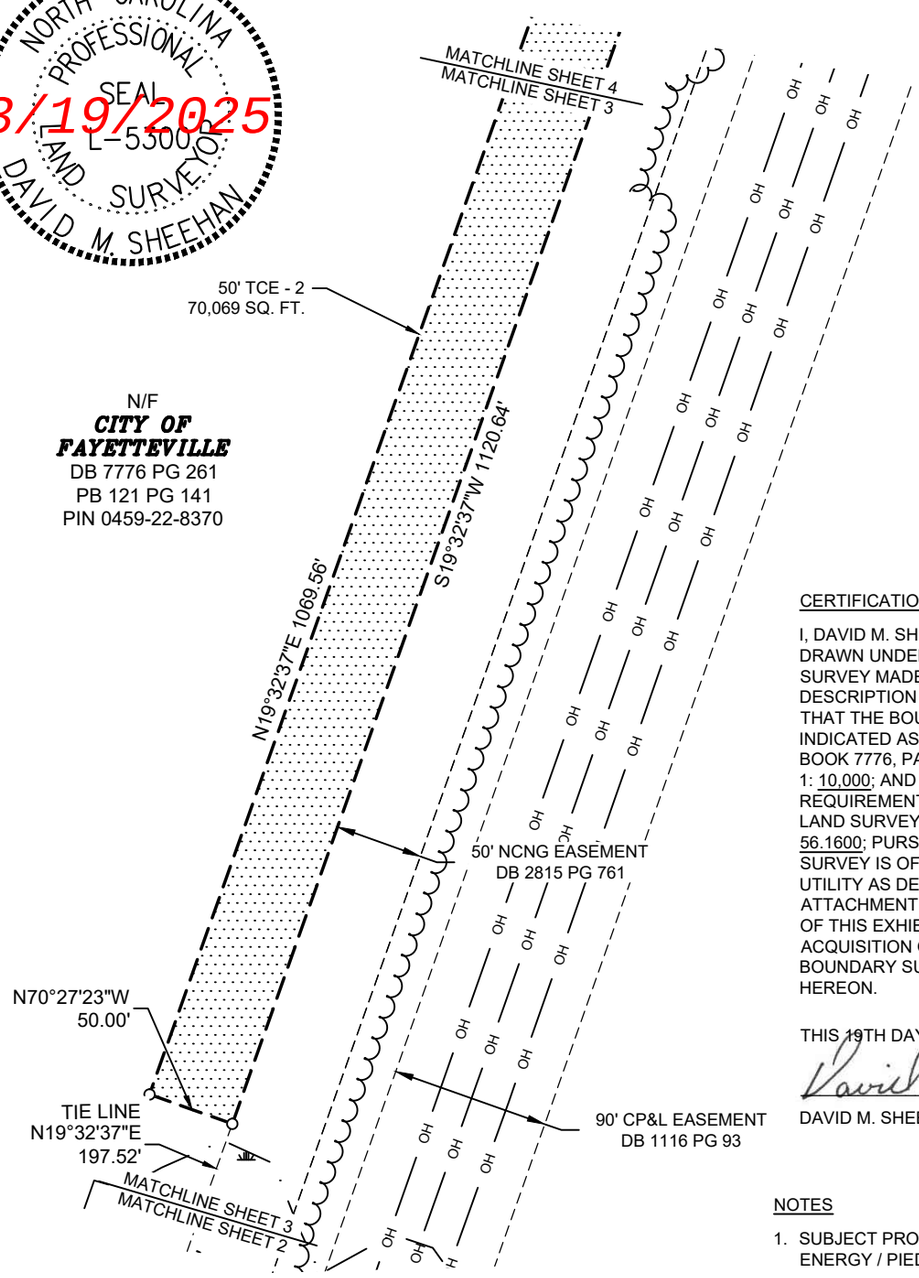
NAD83 (2011) NC GRID



LOCATION MAP
NOT TO SCALE

NORTH CAROLINA PROFESSIONAL SEAL L-5300 LAND SURVEYOR DAVID M. SHEEHAN

3/19/2025



CERTIFICATION

I, DAVID M. SHEEHAN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 7776, PAGE 261); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 7776, PAGE 261; THAT THE RATIO OF PRECISION IS 1: 10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(11)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 19TH DAY OF MARCH 2025

DAVID M. SHEEHAN, PLS L-5300

LEGEND

- IRON ROD SET
- CONC. MONUMENT FOUND
- IRON PIPE SET
- COMPUTED POINT (NOT SET)
- GUY ANCHOR
- UTILITY POLE

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT OF WAY
N/F NOW OR FORMERLY
NCSR NORTH CAROLINA SECONDARY ROAD

WETLANDS

- SUBJECT PARCEL
- SUBJECT EASEMENT
- ADJACENT PARCEL
- RW — RIGHT OF WAY
- EXISTING EASEMENT
- TIE LINE
- OH — OVERHEAD ELECTRICAL
- RAILROAD LINE
- FENCE LINE
- TREE LINE

NOTES

1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY / PIEDMONT NATURAL GAS.
2. AREA BY COORDINATE COMPUTATION METHOD.
3. GRID COORDINATES AND BEARINGS SHOWN ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), REALIZATION 2011, EPOCH 2010 BASED ON AN OPUS CONTROL POINT FOR THE PROJECT AT LAT. N 34 DEG. 57 MIN. 56.60320 SEC., LONG. W 078 DEG. 50 MIN. 55.34117 SEC. DISTANCES SHOWN ARE HORIZONTAL GRID IN U.S. SURVEY FEET WITH A COMBINED FACTOR OF 0.999877805 (GROUND TO GRID).
4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
6. THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.

ELI PROJECT #: 23-31-3001

Energy Land & Infrastructure
500 GREGSON DRIVE, SUITE 180 · CARY, NC 27511
919-234-1974 · WWW.ELI-LLC.COM · LICENSE # P-1289
ENGINEERS · SURVEYORS · INFRASTRUCTURE · ENVIRONMENTAL

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
CITY OF FAYETTEVILLE

0 CUSTER AVE., EASTOVER TOWNSHIP
CUMBERLAND COUNTY, NORTH CAROLINA

DUKE ENERGY®
PIEDMONT NATURAL GAS
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REVISIONS: R1 01/15/25 PE	DATE OF SURVEY: 02/09/2024	SCALE: 1" = 100'
R2 03/19/25 TAE	DRAWN BY: SGJ	DEED: 7776-261
DUKE PROJ. #: 0235312	CHECK BY: GCC	PROPERTY ID #: 115002
TRACT #: L5S2-CUMB-290_000	115002_RW_L5S2-CUMB-290_000_PE_R2_031925	

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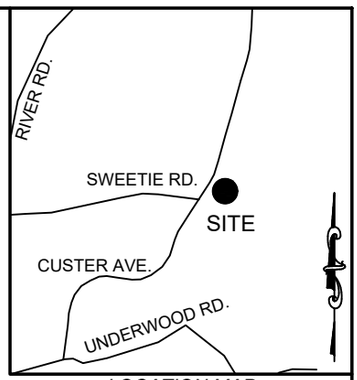

LOCATION MAP
NOT TO SCALE

50' NCNG EASEMENT
DB 1060 PG 611

N/F
BETHEA, WILLIE G & IRENE P.
DB 6349 PG 84
PIN 0459-13-7265

N/F
MCKEITHAN, TONY
DB 9691 PG 671
PIN 0459-23-2008

S78°43'18"E 155.82'
N78°43'18"W 119.10'
S71°40'51"E 296.70'
N71°40'51"W 295.05'
N71°40'51"W 240.89'
20' PIPELINE EASEMENT
9,065 SQ. FT.

50' TCE - 2
70,069 SQ. FT.

N/F
CITY OF FAYETTEVILLE
DB 7776 PG 261
PB 121 PG 141
PIN 0459-22-8370

N19°32'37"E 1120.64'
N19°32'37"E 1069.56'
50' NCNG EASEMENT
DB 2815 PG 761
90' CP&L EASEMENT
DB 1116 PG 93

MATCHLINE SHEET 4
MATCHLINE SHEET 3

Line Table		
Line #	Length	Direction
L1	1.91	N38° 58' 42"E
L2	39.84	N78° 43' 18"W
L3	20.47	N23° 34' 38"E
L4	20.00	S19° 32' 37"W
L5	36.77	N78° 43' 18"W
L6	50.00	N11° 16' 42"E

NORTH CAROLINA PROFESSIONAL SEAL L-5300 LAND SURVEYOR DAVID M. SHEEHAN
3/19/2025

CERTIFICATION

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THIS 19TH DAY OF MARCH 2025

DAVID M. SHEEHAN, PLS L-5300

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POB POINT OF BEGINNING
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NOTES

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PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
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REVISIONS: R1 01/15/25 PE	DATE OF SURVEY: 02/09/2024	SCALE: 1" = 100'
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DUKE PROJ. #: 0235312	CHECK BY: GCC	PROPERTY ID #: 115002
TRACT #: L5S2-CUMB-290_000	115002_RW_L5S2-CUMB-290_000_PE_R2_031925	

EASEMENT AGREEMENT

Prepared by and Return to: Parker Poe Adams & Bernstein LLP (MJC), PO Box 389, Raleigh, NC 27602

NORTH CAROLINA

CUMBERLAND COUNTY

For Internal Informational Purposes Only
LINE NO. 5 SEG 2 PROJECT 110 MAOP
PROJECT TRACT NO. L5S2-CUMB-132_A01
PROJECT NO. 0235312
PARCEL ID #: 0433-26-7737

THIS "**EASEMENT AGREEMENT**" is made and granted as of this ____ day of January, 2026, from the **CITY OF FAYETTEVILLE**, a municipal corporation of the State of North Carolina, by and through **FAYETTEVILLE PUBLIC WORKS COMMISSION**, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville ("**Grantor**") to **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("**Piedmont**").

WHEREAS, Grantor is the owner of, or has an interest in, that real property situated in Cumberland County, North Carolina, as more particularly described in the instrument recorded in Book 4317, Page 656 of the Cumberland County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Two Thousand Eighty-Two Dollars and Forty-Two Cents ($2,082.42) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont the following easements and rights of way in the areas shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "**Survey**"), as more specifically provided herein.

For purposes of this EASEMENT AGREEMENT, the term "**Easements**" shall refer collectively to all easements granted hereby, and the term "**Easement Areas**" shall refer collectively to all the easement areas described herein and as depicted on the Survey.

Temporary Construction Easement ("TCE"). A non-exclusive, temporary construction easement over and upon the area designated as "TCE" on **Exhibit A** (the "**TCE Area**") for the purposes of performing construction activities relating to a natural gas pipeline ("**Pipeline**") and appurtenant facilities and laying, storing, and parking, equipment, vehicles, materials, fill, gravel, components, parts, and tools associated with the construction of the Pipeline and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. All such materials and equipment shall be placed and stored at Piedmont's sole risk and expense. Grantor assumes no responsibility for the safekeeping, security, or protection of any property of Piedmont or its contractors, subcontractors, or agents. Grantor shall not be liable for any loss, theft, damage, or destruction of any of such materials or equipment, regardless of the cause. The TCE does not grant Piedmont the right to place, and Piedmont shall not place, any permanent facilities in the TCE Area.

The TCE shall terminate without any further action by any party upon the earlier of (1) Piedmont's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property, or (2) 24 months after the date of this Easement Agreement. Prior to the termination of the TCE, Piedmont shall remove all equipment, vehicles, materials, fill, gravel, components, parts, and tools from the TCE Area.

Temporary Access Easement. A temporary access easement upon, over, and across that portion of the Property designated as "30' Temporary Access" **Exhibit A** (the "**Temporary Access Area**") for the purposes of ingress, egress, and regress. Piedmont shall have the right, but not the obligation, to construct roads or driveways within the Temporary Access Area (including, without limitation, grading, graveling, and installing culverts) where no roads or driveways currently exist.

The Temporary Access Easement shall terminate without any further action by any party upon the earlier of (1) Piedmont's restoration of the Temporary Access Area pursuant to the restoration requirements described in the Damages section below and when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property, or (2) 24 months after the date of this Easement Agreement.

Grantor and Piedmont agree that Piedmont may, at Piedmont's sole discretion, upon written notice prior to the expiration of the TCE or Temporary Access Easement, as applicable, extend the duration of the TCE or Temporary Access Easement on a month-to-month basis for $500.00 per month with respect to each such easement for a maximum of an additional twelve (12) consecutive month period.

Piedmont's Use. Piedmont shall have the right, but not the obligation, to clear and keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), and any obstructions (collectively, "**Obstructions**") that unreasonably interfere with the rights granted herein.

Grantor's Reservation of Rights. Grantor reserves the right to use the Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein including, without limitation, the rights of ingress and egress over the Easement Areas. Grantor shall not: (1) unreasonably interfere with Piedmont's access to or maintenance or use of the Easement Areas; or (2) install or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Piedmont, such approval not to be unreasonably withheld, conditioned, or delayed.

Damages. Piedmont shall, at its sole cost and expense, repair and restore the Property to the condition existing immediately prior to Piedmont's use of the Easement Areas except to the extent such repairs are for damages caused by Grantor. Such restoration shall include restoring, leveling the surface of, and reseeding the Easement Areas.

Required Notices. Piedmont shall give Grantor prompt notice of any of the following occurrences arising with regard to the Property or Grantee's activities thereon: (1) any spill, release, or other occurrence that constitutes a violation of the provisions of any applicable laws, rules, or regulations; and (2) any notices, claims, or allegations of environmental violations or contamination received from any federal, state, or local governmental agency or authority, or the filing or commencement of any judicial or administrative proceeding by any such agency.

No Waiver or Additional Representations. The failure by Piedmont or Grantor to exercise and/or enforce any of the rights or privileges herein described shall not be construed as a waiver or abandonment of any such rights and privileges, and each party thereafter may exercise and/or enforce, at any time and from time to time, any or all of them.

Indemnification. Piedmont shall indemnify and hold Grantor, its Commissioners, officers, employees, agents, representatives, successors, and assigns harmless of and from any claims, losses, causes of action, liabilities, damages, and expenses (including reasonable attorney's fees) to the extent caused by the willful misconduct or negligent act or omission of Piedmont, or its agents, employees, licensees, or invitees relating to the use of the Easements contained herein (including, without limitation, the storage of materials and equipment within the TCE Area); provided, however, that Piedmont shall not be obligated to indemnify Grantor to the extent such claims, losses, causes of action, and damages are caused by the negligent act or omission, or willful misconduct, of Grantor, its Commissioners, officers, employees, agents, representatives, successors, or assigns.

Ownership of the Property. Grantor represents, warrants, and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein, subject, however, to all easements, covenants, and rights-of-way of record over or across the Easement Areas or any portion thereof.

To have and to hold said rights, privileges, and Easements unto Piedmont, its successors, and assigns. The Easements shall run with the land and inure to the benefit of and be binding upon Grantor, Piedmont, and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Easement Agreement has been executed by Grantor, as of the date first above written.

GRANTOR:

CITY OF FAYETTEVILLE, a municipal corporation of the State of North Carolina, by and through Fayetteville Public Works Commission, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville

By: _____

Name: Timothy L. Bryant

Title: CEO/General Manager

NORTH CAROLINA
CUMBERLAND COUNTY

I, _____, a Notary Public for Cumberland County, North Carolina, certify that Timothy L. Bryant personally came before me this day and acknowledged that he is CEO/General Manager of the Fayetteville Public Works Commission and that he, in such capacity, being authorized to do so, executed the foregoing Easement on behalf of Fayetteville Public Works Commission.

Witness my hand and official seal this the _____ day of January, 2026.

[NOTARY SEAL]

_____Sign

_____Print

My commission expires: _____

IN WITNESS WHEREOF, this Easement Agreement has been executed by Piedmont, as of the date first above written.

PIEDMONT:

PIEDMONT NATURAL GAS COMPANY, INC., a North Carolina corporation

By: _____

Name: Jennifer Ingram

Title: Manager - Land Services

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public for _____ County, North Carolina, certify that Jennifer Ingram personally came before me this day and acknowledged that she is Manager - Land Services of Piedmont Natural Gas Company, Inc., a North Carolina corporation, and that she, in such capacity, being authorized to do so, executed the foregoing Easement on behalf of Piedmont Natural Gas Company, Inc.

Witness my hand and official seal this the _____ day of January, 2026.

[NOTARY SEAL]

_____Sign

_____Print

My commission expires: _____

EXHIBIT A

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
TEMPORARY ACCESS	0.535	23,298
TCE	0.030	1,297

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

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150 0 150
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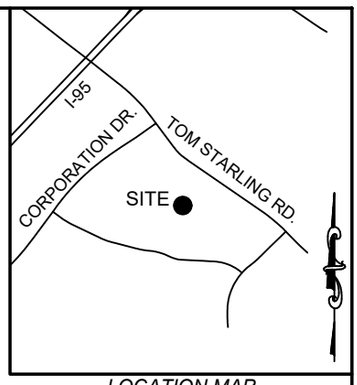
NAD83 (2011) NC GRID



LOCATION MAP
1" = 3,000'

CERTIFICATION

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THIS 28TH DAY OF APRIL 2025

David M. Sheehan

DAVID M. SHEEHAN, PLS L-5300

NORTH CAROLINA PROFESSIONAL SEAL L-5300 LAND SURVEYOR DAVID M. SHEEHAN
4/28/2025

NOTES

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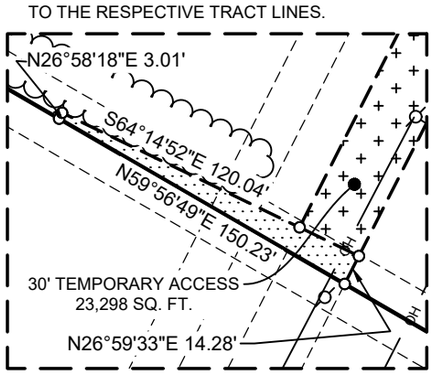
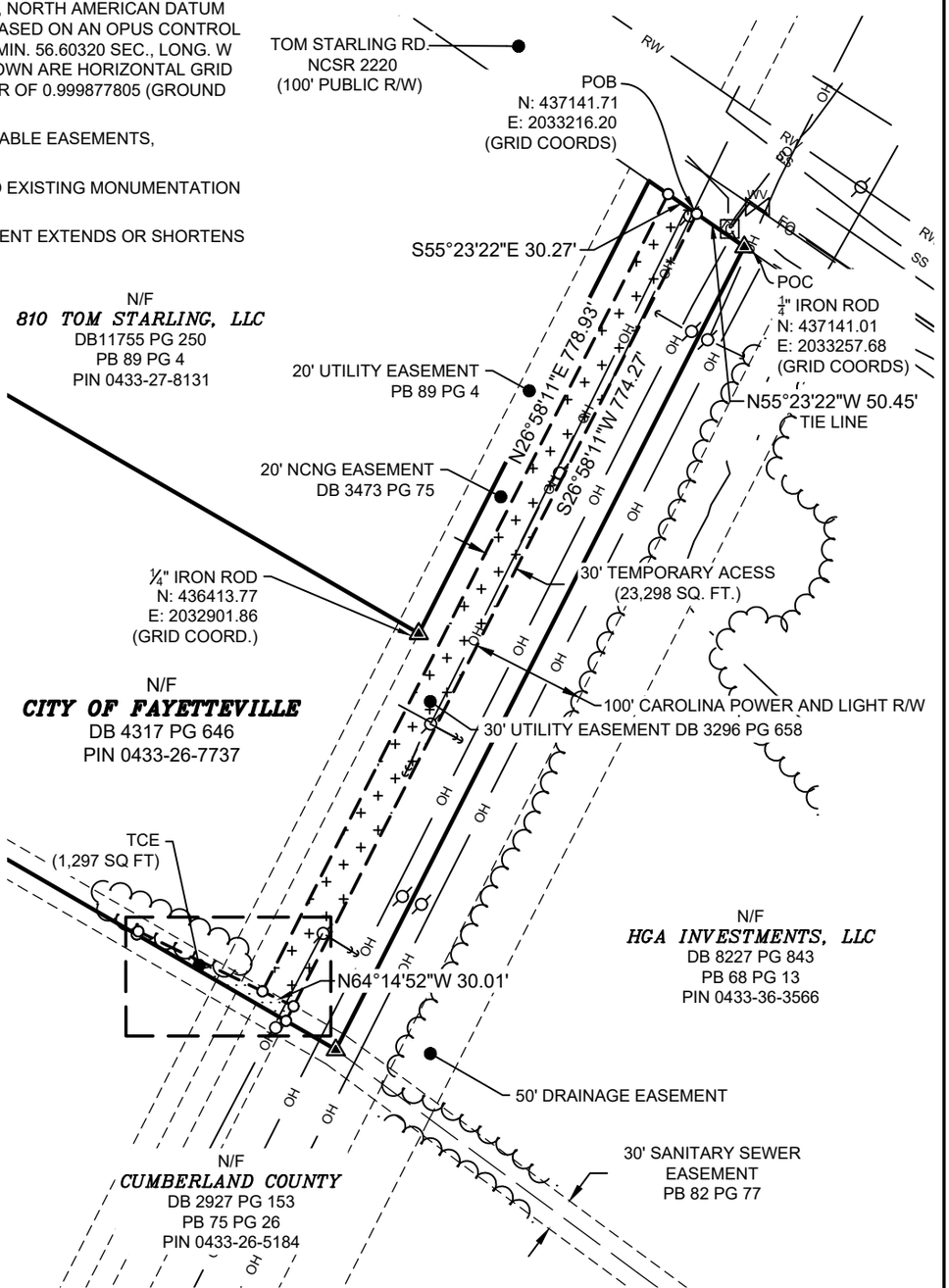


INSET MAP 1" = 80'



LEGEND

- IRON ROD FOUND
- UTILITY POLE
- GUY WIRE
- CABLE PULL BOX
- WATER VALVE
- SUBJECT PARCEL
- SUBJECT EASEMENT
- ADJACENT PARCEL
- RW — RIGHT OF WAY
- EXISTING EASEMENT
- TREELINE
- DITCH
- OH — OVERHEAD UTILITY
- SS — STORM SEWER
- FO — FIBER OPTIC

POB	POINT OF BEGINNING
POC	POINT OF COMENCEMENT
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY
NCSR	NORTH CAROLINA SECONDARY ROAD

ELI PROJECT #: 23-31-3001

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PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
CITY OF FAYETTEVILLE

814 TOM STARLING RD., ROCKFISH TOWNSHIP
CUMBERLAND COUNTY, NORTH CAROLINA

REVISIONS: R1 4/28/25 DATA	DATE OF SURVEY: 12/12/2023	SCALE: 1" = 150'
	DRAWN BY: TJM	DEED: 4317-646
DUKE PROJ. #: 0235312	CHECK BY: GCC	PROPERTY ID #: 115002
TRACT #: L5S2-CUMB-132_A01	115002_RW_L5S2-CUMB-132_A01_TAE_R1_042825	

DUKE ENERGY®
PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO.
800-641-7762

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Prepared by and Return to: Parker Poe Adams & Bernstein LLP (MJC), PO Box 389, Raleigh, NC 27602

NORTH CAROLINA

CUMBERLAND COUNTY

For Internal Informational Purposes Only
LINE NO. 5 SEG 2 PROJECT 110 MAOP
PROJECT TRACT NO. L5S2-CUMB-290_000 PROJECT NO. 0235312
PARCEL ID #: 0459-22-8370

THIS "**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**" is made and granted as of this ____ day of _____, 2025, from the **CITY OF FAYETTEVILLE**, a municipal corporation of the State of North Carolina, by and through **FAYETTEVILLE PUBLIC WORKS COMMISSION**, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville ("**Grantor**") to **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("**Piedmont**").

WHEREAS, Grantor is the owner of, or has an interest in, that real property situated in Cumberland County, North Carolina, as more particularly described in the instrument recorded in Book 7776, Page 261 of the Cumberland County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Ten Dollars ($10.^{00}$) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont the following easements and rights of way in the areas shown on the map attached hereto as **Exhibit A** and incorporated herein by reference, as more specifically provided herein.

Temporary Construction Easement ("TCE"). A non-exclusive, temporary construction easement over and upon the areas designated as "10' TCE-1" and "10' TCE-2" on **Exhibit A** (the "**TCE Areas**") for the purposes of performing activities associated with the abandonment and retirement of Piedmont's now-existing natural gas pipeline(s) and appurtenant facilities. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Areas and to exclude all persons, other than Grantor, its agents and contractors, and other third parties with rights to the Easement Areas, from any fenced portions of the TCE Areas. All such materials and equipment shall be placed and stored at Piedmont's sole risk and expense. Grantor assumes no responsibility for the safekeeping, security, or protection of any property of Piedmont or its contractors, subcontractors, or agents. Grantor shall not be liable for any loss, theft, damage, or destruction of any of such materials or equipment, regardless of the cause. The TCE does not grant Piedmont the right to place, and Piedmont shall not place, any permanent facilities in the TCE Areas.

The TCE shall terminate without any further action by any party upon the earlier of (1) Piedmont's restoration of the TCE Areas pursuant to the restoration requirements described in the Damages section below and when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property, or (2) 24 months after Piedmont's commencement of the activities for which this Temporary Construction Easement Agreement is given. Prior to the termination of the TCE, Piedmont shall remove all equipment, vehicles, materials, fill, gravel, components, parts, and tools from the TCE Areas.

Grantor and Piedmont agree that Piedmont may, at Piedmont's sole discretion, upon written notice prior to the expiration of the TCE, extend the duration of the TCE on a month-to-month basis for $500.00 per month with respect to each such easement for a maximum of an additional twelve (12) consecutive month period.

For purposes of this TEMPORARY CONSTRUCTION EASEMENT, the term "**Easements**" shall refer collectively to all easements described above and as depicted on **Exhibit A,** and the term "**Easement Areas**" shall refer collectively to all the easement areas described above and as depicted on **Exhibit A**.

Piedmont's Use. Piedmont shall have the right, but not the obligation, to clear and keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), and any obstructions (collectively, "**Obstructions**") that unreasonably interfere with the rights granted herein.

Grantor's Reservation of Rights. Grantor reserves the right to use the Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein including, without limitation, the rights of ingress and egress over the Easement Areas. Grantor shall not: (1) unreasonably interfere with Piedmont's access to or maintenance or use of the Easement Areas; or (2) install or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Piedmont, such approval not to be unreasonably withheld, conditioned, or delayed.

Damages. Piedmont shall, at its sole cost and expense, repair and restore the Property to the condition existing immediately prior to Piedmont's use of the Easement Areas except to the extent such repairs are for damages caused by Grantor. Such restoration shall include restoring, leveling the surface of, and reseeding the Easement Areas.

Required Notices. Piedmont shall give Grantor prompt notice of any of the following occurrences arising with regard to (i) the Property, and (ii) that certain 50' Easement, which is the subject to the Consent Order recorded in Book 2815, Page 761, Cumberland County Registry, as assigned pursuant to the instrument recorded in Book 3980, Page 793, Cumberland County Registry, or Grantee's activities thereon: (1) any spill, release, or other occurrence that constitutes a violation of the provisions of any applicable laws, rules, or regulations; and (2) any notices, claims, or allegations of environmental violations or contamination received from any federal, state, or local governmental agency or authority, or the filing or commencement of any judicial or administrative proceeding by any such agency.

No Waiver or Additional Representations. The failure by Piedmont or Grantor to exercise and/or enforce any of the rights or privileges herein described shall not be construed as a waiver or abandonment of any such rights and privileges, and each party thereafter may exercise and/or enforce, at any time and from time to time, any or all of them.

Indemnification. Piedmont shall indemnify and hold Grantor, its Commissioners, officers, employees, agents, representatives, successors, and assigns harmless of and from any claims, losses, causes of action, liabilities, damages, and expenses (including reasonable attorney's fees) to the extent caused by the willful misconduct or negligent act or omission of Piedmont, or its agents, employees, licensees, or invitees relating to the use of the Easements contained herein (including, without limitation, the storage of materials and equipment within the TCE Areas); provided, however, that Piedmont shall not be obligated to indemnify Grantor except to the extent such claims, losses, causes of action, and damages are caused by the negligent act or omission, or willful misconduct, of Grantor, its Commissioners, officers, employees, agents, representatives, successors, or assigns.

Ownership of the Property. Grantor represents, warrants, and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein, subject, however, to all easements, covenants, and rights-of-way of record over or across the Easement Areas or any portion thereof.

To have and to hold said rights, privileges, and Easements unto Piedmont, its successors and assigns. The Easements shall run with the land and inure to the benefit of and be binding upon Grantor, Piedmont and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Easement Agreement has been executed by Grantor, as of the date first above written.

GRANTOR:

CITY OF FAYETTEVILLE, a municipal corporation of the State of North Carolina, by and through Fayetteville Public Works Commission, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville

By: _____

Name: Timothy L. Bryant

Title: CEO/General Manager

NORTH CAROLINA
CUMBERLAND COUNTY

I, _____, a Notary Public for Cumberland County, North Carolina, certify that Timothy L. Bryant personally came before me this day and acknowledged that he is CEO/General Manager of the Fayetteville Public Works Commission and that he, in such capacity, being authorized to do so, executed the foregoing Easement on behalf of Fayetteville Public Works Commission.

Witness my hand and official seal this the _____ day of _____, 2025.

[NOTARY SEAL]

_____Sign

_____Print

My commission expires: _____

IN WITNESS WHEREOF, this Easement Agreement has been executed by Piedmont, as of the date first above written.

PIEDMONT:

PIEDMONT NATURAL GAS COMPANY, INC., a North Carolina corporation

By: _____

Name: Jennifer Ingram

Title: Manager - Land Services

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public for _____ County, North Carolina, certify that Jennifer Ingram personally came before me this day and acknowledged that she is Manager - Land Services of Piedmont Natural Gas Company, Inc., a North Carolina corporation, and that she, in such capacity, being authorized to do so, executed the foregoing Easement on behalf of Piedmont Natural Gas Company, Inc.

Witness my hand and official seal this the _____ day of _____, 2025.

[NOTARY SEAL]

_____Sign

_____Print

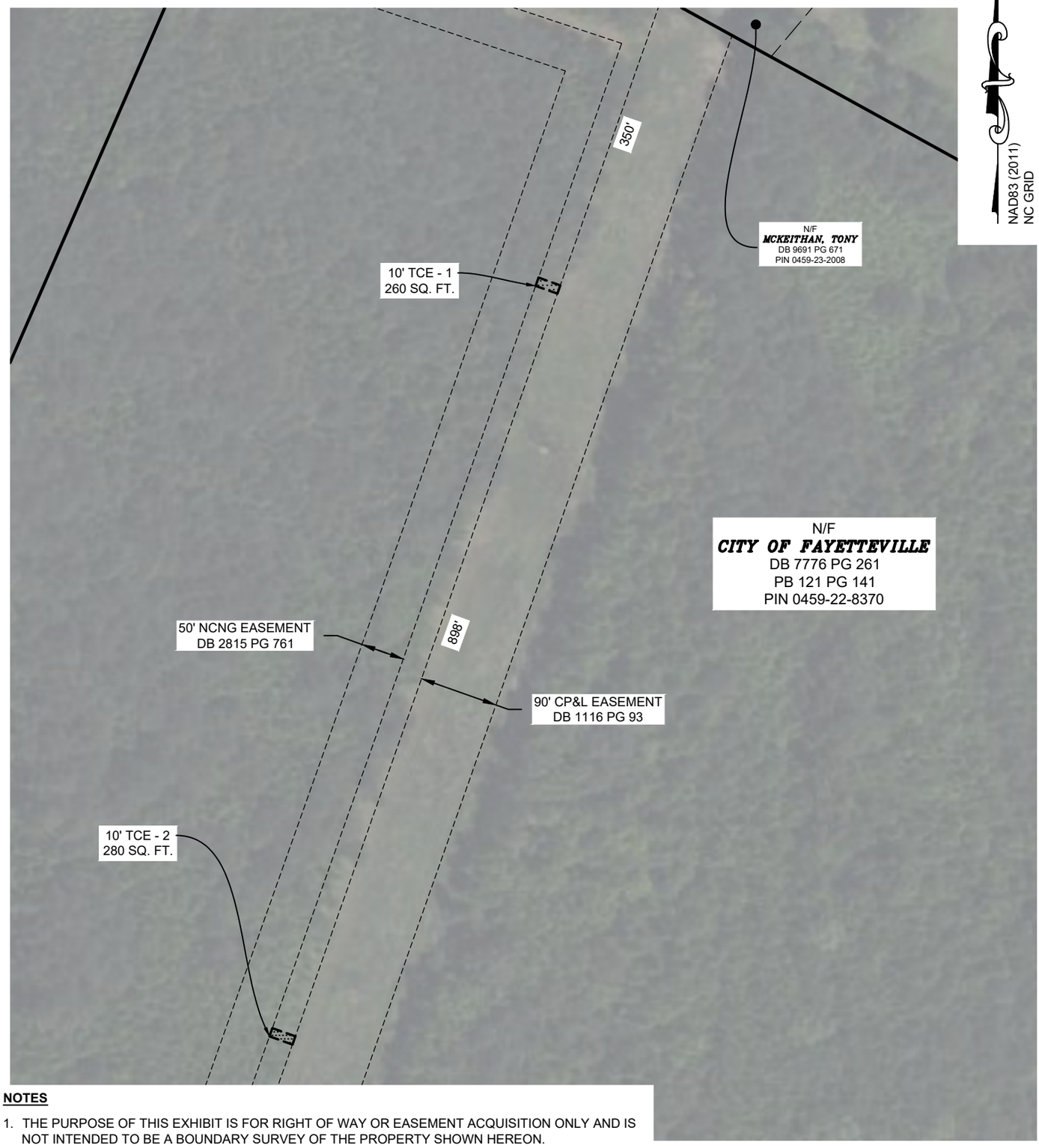
My commission expires: _____

EXHIBIT A

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
TCE - 1	0.006	260
TCE - 2	0.006	280
TCE TOTAL	0.012	540

GRAPHIC SCALE (IN FEET)
150 0 150
1 inch = 150 ft.

NAD83 (2011)
NC GRID



NOTES

1. THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.
2. THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
3. GAS LINE(S) AND OTHER UTILITIES ARE NOT SHOWN AND SHOULD BE LOCATED PRIOR TO DESIGN, CONSTRUCTION, AND EXCAVATION ACTIVITIES.
4. PROPERTY LINES, RIGHT OF WAY, AND IMPROVEMENTS SHOWN WERE ESTABLISHED BY USING GIS DATA, DEEDS, DEVELOPMENT PLANS, AND AERIAL OBSERVATIONS. THE SUBJECT PROPERTY MAY HAVE ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON.
5. AREA BY COORDINATE COMPUTATION METHOD.
6. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
7. THE OUTER LIMITS OF THE EASEMENT(S) EXTEND OR SHORTEN TO THE RESPECTIVE TRACT LINES.

ELI PROJECT #: 23-31-3001

LEGEND
- SUBJECT PARCEL
- SUBJECT EASEMENT
- ADJACENT PARCEL
- EXISTING EASEMENT

N/F NOW OR FORMERLY

Energy Land & Infrastructure
500 GREGSON DRIVE, SUITE 180 · CARY, NC 27511
919-234-1974 · WWW.ELI-LLC.COM · LICENSE # P-1289
ENGINEERS · SURVEYORS · INFRASTRUCTURE · ENVIRONMENTAL

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
CITY OF FAYETTEVILLE

0 CUSTER AVE., EASTOVER TOWNSHIP
CUMBERLAND COUNTY, NORTH CAROLINA

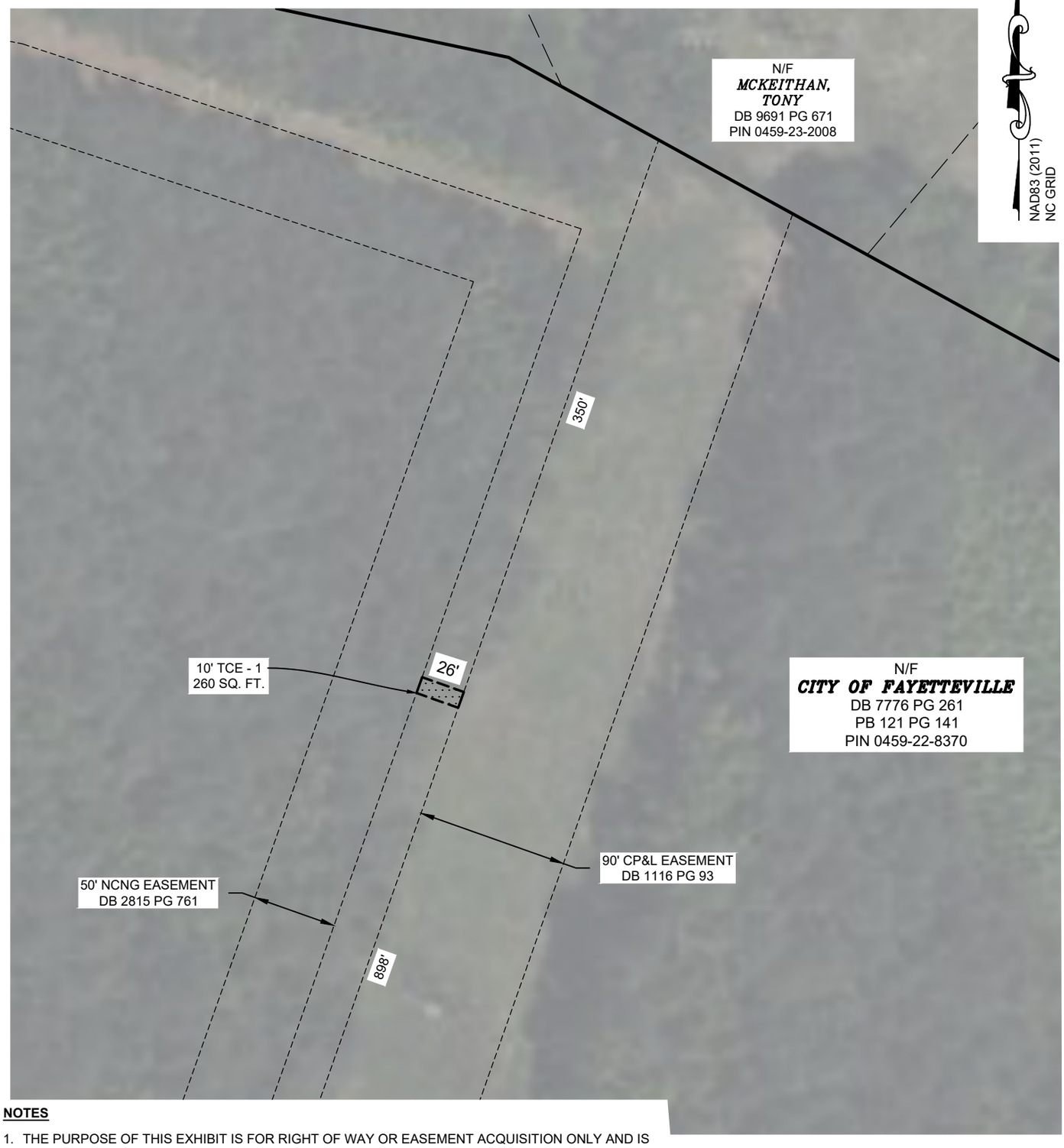
DUKE ENERGY®
PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202

REVISIONS:	DATE OF MAP: 07/03/2025	SCALE: 1" = 200'
	DRAWN BY: TJM	DEED: 7776-261
DUKE PROJ.#: 0235312	CHECK BY: GCC	PROPERTY ID #: 115002
TRACT #: L5S2-CUMB-290_000	115002_RW_L5S2-CUMB-290_000_TCE_R0_PRELIM	

EXHIBIT A

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
TCE - 1	0.006	260
TCE - 2	0.006	280
TCE TOTAL	0.012	540

GRAPHIC SCALE (IN FEET)
80 0 80
1 inch = 80 ft.



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ELI PROJECT #: 23-31-3001

LEGEND
- SUBJECT PARCEL
- SUBJECT EASEMENT
- ADJACENT PARCEL
- EXISTING EASEMENT

N/F NOW OR FORMERLY

Energy Land & Infrastructure
500 GREGSON DRIVE, SUITE 180 · CARY, NC 27511
919-234-1974 · WWW.ELI-LLC.COM · LICENSE # P-1289
ENGINEERS · SURVEYORS · INFRASTRUCTURE · ENVIRONMENTAL

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
CITY OF FAYETTEVILLE

0 CUSTER AVE., EASTOVER TOWNSHIP
CUMBERLAND COUNTY, NORTH CAROLINA

DUKE ENERGY®
PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202

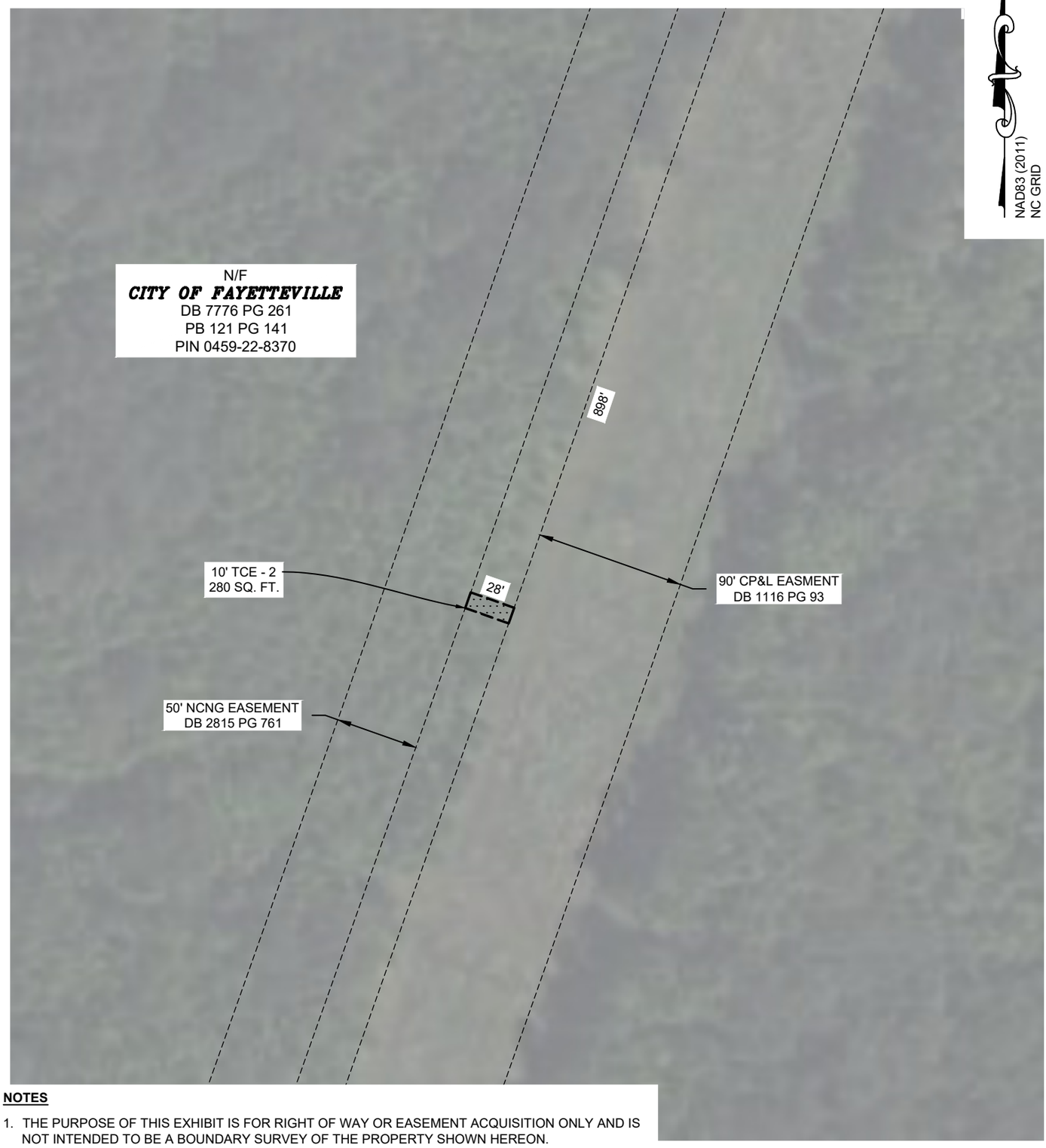
REVISIONS:	DATE OF MAP: 07/03/2025	SCALE: 1" = 80'
	DRAWN BY: TJM	DEED: 7776-261
DUKE PROJ.#: 0235312	CHECK BY: GCC	PROPERTY ID #: 115002
TRACT #: L5S2-CUMB-290_000	115002_RW_L5S2-CUMB-290_000_TCE_R0_PRELIM	

EXHIBIT A

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
TCE - 1	0.006	260
TCE - 2	0.006	280
TCE TOTAL	0.012	540

GRAPHIC SCALE (IN FEET)
80 0 80
1 inch = 80 ft.

NAD83 (2011)
NC GRID



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6. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
7. THE OUTER LIMITS OF THE EASEMENT(S) EXTEND OR SHORTEN TO THE RESPECTIVE TRACT LINES.

ELI PROJECT #: 23-31-3001

LEGEND
- SUBJECT PARCEL
- SUBJECT EASEMENT
- ADJACENT PARCEL
- EXISTING EASEMENT

N/F NOW OR FORMERLY

Energy Land & Infrastructure
500 GREGSON DRIVE, SUITE 180 · CARY, NC 27511
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ENGINEERS · SURVEYORS · INFRASTRUCTURE · ENVIRONMENTAL

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
CITY OF FAYETTEVILLE

0 CUSTER AVE., EASTOVER TOWNSHIP
CUMBERLAND COUNTY, NORTH CAROLINA

DUKE ENERGY®
PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202

REVISIONS:	DATE OF MAP: 07/03/2025	SCALE: 1" = 80'
	DRAWN BY: TJM	DEED: 7776-261
DUKE PROJ.#: 0235312	CHECK BY: GCC	PROPERTY ID #: 115002
TRACT #: L5S2-CUMB-290_000	115002_RW_L5S2-CUMB-290_000_TCE_R0_PRELIM	

Piedmont Natural Gas

Total Compensation Agreement ("Agreement")

Piedmont Natural Gas Company, Inc. ("Piedmont")

Project Name:	Line 5 Segment 2 Project 110 MAOP	Project Number:	0235312
Project Tract #:	L5S2-CUMB-132_A01	Consideration:	$0.00
Landowner:	City of Fayetteville	% Ownership:	100.00%
Pay to the Order of:			
Deliver Check To:	Richard Galt 955 Old Wilmington Highway Fayetteville, NC 28301	Phone: (919) 223-4339, Kyle Brisson	

In consideration of the Easement Agreement dated _____, 2026 ("Easement") granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")	$36,857

PERMANENT (G662)	Acres	%FMV		
Pipeline Easement Area				
Perm. Access Easement Area				
USSE Area				
Testing and Operations Easement Area				
PERMANENT TOTAL				

TEMPORARY (G663)	Acres	%FMV		
TCE Area	0.030	10%		$110.57
Temp. Access Easement Area	0.535	10%		$1,971.85
Right of Entry				
Option Agreement				
TEMPORARY TOTAL				**$2,082.42**

CROP DAMAGES (G656)	Type	Acres	Yield per Acre	Price per Yield Unit	
Crops					
Timber					
CROP DAMAGE TOTAL					

OTHER DAMAGES (G656)		
OTHER DAMAGES TOTAL		

GRAND TOTAL	$2,082.42

Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages described above. Any damages not listed above will be addressed pursuant to the terms of the Easement. This Agreement shall be governed by North Carolina law.

Landowner: **Date:**

_____ (SIGN) _____

Timothy L. Bryant, CEO/General Manager (PRINT)

Land Agent:

_____ (SIGN) _____

_____ (PRINT)

Piedmont Natural Gas

Total Compensation Agreement ("Agreement")

Piedmont Natural Gas Company, Inc. ("Piedmont") **CONSOLIDATED**

Project Name: Line 5 Segment 2 Project 110 MAOP Project Number: 0235312

Project Tract #: L5S2-CUMB-289_000, L5S2-CUMB-289_A02 & L5S2-CUMB-290_000 Consideration: $18,192.61

Landowner: City of Fayetteville % Ownership: 100.00%

Pay to the Order of:

Deliver Check To: Richard Galt Phone: 919-223-4339, Kyle Brisson

955 Old Wilmington Highway

Fayetteville, NC 28301

In consideration of the Easement Agreement, Temporary Construction Easement Agreement, and Revocable License Agreement dated _____, 2026 granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")	$36,857

PERMANENT (G662)	Acres	%FMV		
Pipeline Easement 290	0.208	80%		$6,133.00
Perm. Access Easement Area				$0.00
License Area 289	0.409	80%		$12,059.61
Testing and Operations Easement Area				$0.00
PERMANENT TOTAL				**$18,192.61**

TEMPORARY (G663)	Acres	%FMV		
TCE 289_A02	0.009	10%		$33.17
Temp. Access 289	0.143	10%		$527.06
Temp. Access 289_A02	0.003	10%		$11.06
Temp. Access 290	0.253	10%		$932.48
TCE 290	1.963	10%		$7,235.03
TEMPORARY TOTAL				**$8,738.79**

CROP DAMAGES (G656)	Type	Acres	Yield per Acre	Price per Yield Unit	
Crops					
Timber					
CROP DAMAGE TOTAL					

OTHER DAMAGES (G656)		
	Tree Clearing Damages	$9,706.70
OTHER DAMAGES TOTAL		**$9,706.70**

GRAND TOTAL	$36,638.10

Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement Agreement, Temporary Construction Easement Agreement, and Revocable License Agreement and any damages described above. Any damages not listed above will be addressed pursuant to the terms of the Easement. This Agreement shall be governed by North Carolina law.

Landowner: **Date:**

_____ (SIGN) _____

Timothy L. Bryant, CEO/General Manager (PRINT)

Land Agent:

_____ (SIGN) _____

Charice Muckelvene (PRINT)

Piedmont Natural Gas

Total Compensation Agreement ("Agreement")

Piedmont Natural Gas Company, Inc. ("Piedmont")

Project Name: Line 5 Segment 2 Project 110 MAOP Project Number: 0235312

Project Tract #: L5S2-CUMB-290_000 - Retirement Consideration: $0.00

Landowner: City of Fayetteville % Ownership: 100.00%

Pay to the Order of:

Deliver Check To: Richard Galt

955 Old Wilmington Highway

Fayetteville, NC 28301

Phone: 919-223-4339, Kyle Brisson

In consideration of the Temporary Construction Easement Agreement dated _____, 2026 granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")	$36,857

PERMANENT (G662)	Acres	%FMV		
Pipeline Easement				$0.00
Perm. Access Easement Area				$0.00
License Area				$0.00
Testing and Operations Easement Area				$0.00
PERMANENT TOTAL				**$0.00**

TEMPORARY (G663)	Acres	%FMV		
TCE	0.012	10%		$44.23
TEMPORARY TOTAL				**$44.23**

CROP DAMAGES (G656)	Type	Acres	Yield per Acre	Price per Yield Unit	
Crops					
Timber					
CROP DAMAGE TOTAL					

OTHER DAMAGES (G656)		
	Tree Clearing Damages	$55.77
OTHER DAMAGES TOTAL		**$55.77**

GRAND TOTAL	**$100.00**

Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Temporary Construction Easement Agreement and any damages described above. Any damages not listed above will be addressed pursuant to the terms of the Easement. This Agreement shall be governed by North Carolina law.

Landowner: **Date:**

_____ (SIGN) _____

Timothy L. Bryant, CEO/General Manager (PRINT)

Land Agent:

_____ (SIGN) _____

Charice Muckelvene (PRINT)

STATE OF NORTH CAROLINA **L5S2-CUMB-289_000**
PIN: 0459-00-8872
COUNTY OF CUMBERLAND **Project No.: 0235312**

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of January, 2026, by and between **CITY OF FAYETTEVILLE**, a municipal corporation, by and through **FAYETTEVILLE PUBLIC WORKS COMMISSION**, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville, a North Carolina public authority, having a mailing address of 955 Old Wilmington Rd, Fayetteville, North Carolina 28301 ("**Licensor**"), and **PIEDMONT NATURAL GAS COMPANY, INC**, a North Carolina corporation, with a mailing address of 525 South Tryon Street, DEC 09B, Charlotte, North Carolina 28202 ("**Licensee**").

RECITALS

WHEREAS, Licensor is the owner of that certain real property located in Cumberland County, North Carolina, as more particularly described in the instruments recorded in the Office of the Register of Deeds for Cumberland County in Book 2495, Page 785; Book 3679, Page 243; Book 3679, Page 247; and Plat Book 86, Page 24 (collectively, the "**Licensor's Property**"), and

WHEREAS, Licensee desires to acquire a revocable, non-exclusive license for use of a portion of Licensor's Property as more particularly shown as "LICENSE AREA 17,800 SQ. FT" on a plat of survey attached hereto as **Exhibit A** and incorporated herein by reference (the "**License Area**"), subject to the terms and conditions set forth herein, and

WHEREAS, Licensor is willing to grant to Licensee the desired revocable, non-exclusive license for such occupancy and utilization, subject to the terms and conditions as stipulated below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, subject to the terms of this Agreement, a limited, revocable, nonexclusive license to use the License Area for installing and maintaining a utility station and appurtenant facilities to be used in connection with the transportation and/or control of natural gas (the "**Improvements**").

Licensee shall access the License Area only via the road specifically designated for such purpose by Licensor from time to time, (the "**Designated Road**"). Use of any other portion of the Licensor's Property is strictly prohibited without the prior written consent of Licensor.

The term of the Agreement shall be for a period of ten (10) years from the date hereof (the "**Term**") unless sooner terminated or extended as provided hereinafter; provided, however, that upon the expiration of the initial ten (10) year Term of this Agreement, and each subsequent renewal term, this Agreement shall be automatically renewed for a period of one (1) year. The license rights granted herein may be terminated by Licensor or Licensee upon one hundred eighty (180) days' written notice to the other party. Upon termination of this Agreement, Licensee shall immediately cease use of the License Area and Licensor's Property.

2. License Fee. During the Term of this Agreement and any renewal thereof, the Licensee shall pay to Licensor the sum of Ten and No/100 Dollars ($10.00) per year in advance.

3. Licensor Reservation. Licensor reserves for itself, its successors, and assigns, the right to use the License Area, in whole or in part, from time to time for any purposes that are not inconsistent with the rights granted to Licensee in this Agreement, and such concurrent uses shall not be deemed or construed as a violation of Licensee's rights or Licensor's obligations under this Agreement. Licensor may make use of the License Area without any responsibility for any loss or damage sustained or claimed by Licensee.

4. Release. Licensee, on behalf of itself and its invitees who use the License Area from time to time, hereby releases Licensor and Licensor's employees, officers, directors, agents, successors, and assigns from any liability associated with the use of the License Area by Licensee and Licensee's contractors and invitees.

5. Miscellaneous.

5.1 It is expressly stipulated by Licensor and Licensee that this Agreement is a revocable license for permissive use only. Licensee agrees that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the License Area or Licensor's Property, by virtue of this Agreement or Licensee's occupancy or use hereunder, and Licensor conveys no interest in the License Area or Licensor's Property to Licensee by this Agreement.

5.2 It is expressly stipulated by Licensor and Licensee that the privileges provided herein create no perpetual rights but determinable privileges depending solely on the conditions in this Agreement and at no time shall this Agreement be construed as a license coupled with an interest.

5.3 Licensee shall indemnify and hold Licensor, its Commissioners, officers, employees, agents, representatives, successors, and assigns harmless of and from any claims, losses, causes of action, liabilities, damages, and expenses (including reasonable attorney's fees) to the extent caused by the willful misconduct or negligent act or omission of Licensee, or its agents, employees, licensees, or invitees relating to the use of the License Area contained herein; provided, however, that Licensee shall not be obligated to indemnify Licensor to the extent such claims, losses, causes of action, and damages are caused by the negligent act or omission, or willful misconduct, of Licensor, its Commissioners, officers, employees, agents, representatives, successors, or assigns.

5.4 Licensee and its successors and assigns shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this Agreement, or any rights granted herein, to any parent or wholly owned subsidiary of Licensee for the uses and purposes expressly stated herein.

5.5 The failure of any party to this Agreement in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant.

6. This Agreement shall be governed by the laws of the State of North Carolina without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first set forth above.

LICENSEE:

PIEDMONT NATURAL GAS COMPANY, INC., a North Carolina corporation

By:_____
Jennifer Ingram
Manager - Land Services

LICENSOR:

CITY OF FAYETTEVILLE, a municipal corporation of the State of North Carolina, by and through Fayetteville Public Works Commission, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville

By:_____
Timothy L. Bryant
CEO/General Manager

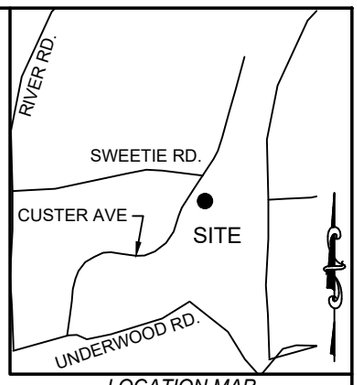
EXHIBIT A

AREA TABLE		
AREA TYPE	ACRES	SQ. FT.
LICENSE AREA	0.409	17,800

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

GRAPHIC SCALE (IN FEET)
100 0 100
1 inch = 100 ft.

NAD83 (2011) NC GRID



LOCATION MAP
NOT TO SCALE

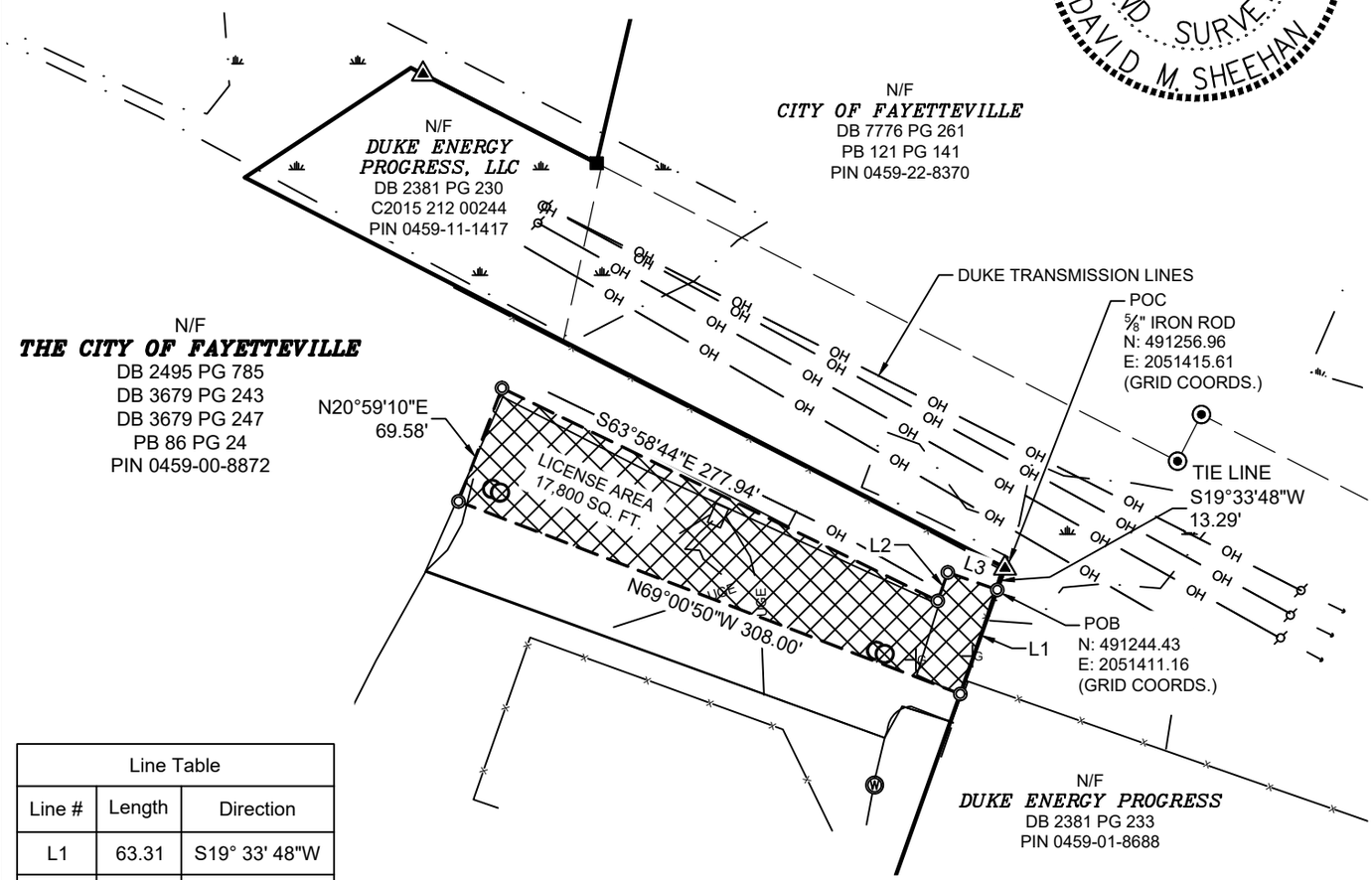
CERTIFICATION

I, DAVID M. SHEEHAN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2495, PAGE 785, AND IN BOOK 3679 PAGE 243, AND IN BOOK 3679, PAGE 247); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 2495, PAGE 785, AND IN BOOK 3679 PAGE 243, AND IN BOOK 3679, PAGE 247; THAT THE RATIO OF PRECISION IS 1: 10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(11)(C)(4) THIS SURVEY IS OF A PROPOSED LICENSE AREA FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 12TH DAY OF NOVEMBER 2025

DAVID M. SHEEHAN, PLS L-2883

NORTH CAROLINA PROFESSIONAL SEAL L-5300 LAND SURVEYOR DAVID M. SHEEHAN
11/12/2025



Line Table		
Line #	Length	Direction
L1	63.31	S19° 33' 48"W
L2	17.28	N19° 24' 05"E
L3	30.05	S70° 35' 55"E

LEGEND

- IRON ROD FOUND
- IRON PIPE FOUND
- CONCRETE MONUMENT
- REBAR SET W/ CAP
- COMPUTED POINT (NOT SET)
- BOLLARD
- UTILITY POLE
- GUY ANCHOR
- GAS MARKER
- WELL
- WETLANDS
- SUBJECT PARCEL
- SUBJECT AREA
- ADJACENT PARCEL
- FENCE LINE
- OVERHEAD UTILITY (OH)
- UNDERGROUND UTILITY (UGE)
- EDGE OF ROAD
- TREE LINE

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
N/F NOW OR FORMERLY

NOTES

1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY / PIEDMONT NATURAL GAS.
2. AREA BY COORDINATE COMPUTATION METHOD.
3. GRID COORDINATES AND BEARINGS SHOWN ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), REALIZATION 2011, EPOCH 2010 BASED ON AN OPUS CONTROL POINT FOR THE PROJECT AT LAT. N 34 DEG. 57 MIN. 56.60320 SEC., LONG. W 078 DEG. 50 MIN. 55.34117 SEC. DISTANCES SHOWN ARE HORIZONTAL GRID IN U.S. SURVEY FEET WITH A COMBINED FACTOR OF 0.999877805 (GROUND TO GRID).
4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
6. THE OUTER LIMITS OF THE LICENSE AREA EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.

ELI PROJECT #: 23-31-3001

Energy Land & Infrastructure
500 GREGSON DRIVE, SUITE 180 · CARY, NC 27511
919-234-1974 · WWW.ELI-LLC.COM · LICENSE # P-1289
ENGINEERS · SURVEYORS · INFRASTRUCTURE · ENVIRONMENTAL

PIEDMONT NATURAL GAS COMPANY, INC
REVOCABLE LICENSE AGREEMENT EXHIBIT

LICENSE AREA ACROSS THE LAND OF
THE CITY OF FAYETTEVILLE

2274 CUSTER AVENUE, EASTOVER TOWNSHIP
CUMBERLAND COUNTY, NORTH CAROLINA

DUKE ENERGY®
PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202

REVISIONS:	DATE OF SURVEY: 02/16/2024	SCALE: 1" = 100'
	DRAWN BY: SGJ	DEED: 2495-785, 3679-243, 3679-247
DUKE PROJ. #: 0235312	CHECK BY: GCC	PROPERTY ID #: 115002
TRACT #: L5S2-CUMB-289_000	115002_RW_L5S2-CUMB-289_000_LIC_USSE_R0_111225	

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0083

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A18

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, PWC CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC - Phase 5 Annexation Area 29 Preliminary Assessment Resolution to be Adopted and Public Hearing

COUNCIL DISTRICT(S):
7, 8

Relationship To Strategic Plan:
High Quality Built Environment - Neighborhoods and Infrastructure

Executive Summary:
Adopting the Preliminary Assessment Resolution is part of the statutory requirement process for providing sewer within the Phase 5 Annexation area.

Background:
Providing sanitary sewer service to Area 29 of the Phase 5 Annexation requires adoption of the Preliminary Assessment Resolution by City Council. I am enclosing the original Preliminary Assessment Resolution for all streets within Area 29 where we anticipate utilities being installed and for which property owners will be assessed a portion of the utility installation cost.

After adoption of the Preliminary Assessment Resolution, PWC will publish the required notice and mail copies of the Resolution to the affected property owners prior to the public hearing. You will note the Resolution contains the date and time for the public hearing regarding this issue which is March 23, 2026.

Issues/Analysis:
N/A

Budget Impact:
N/A

Options:
N/A

Recommended Action:

Staff recommends Council move to adopt the attached Preliminary Assessment Resolution and hold the public hearing on March 23, 2026.

Attachments:

Area 29 Preliminary Assessment Resolution - Phase V Annexation Utility Improvement

RESOLUTION NUMBER _____

PRELIMINARY ASSESSMENT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA FOR THE EXTENSION OF THE SANITARY SEWER COLLECTION SYSTEM IN ALL OR A PORTION OF THE STREETS WITHIN AREA 29 OF THE PHASE 5 ANNEXATION LISTED ON EXHIBIT "A".

WHEREAS, the City Council of the City of Fayetteville has determined that it may be in the best interest of the City of Fayetteville to extend the sanitary sewer collection system and that in order to provide such an extension it would be necessary to assess part of the cost thereof upon the real property benefited thereby.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Fayetteville, North Carolina, that:

1. It is intended that the sanitary sewer system of the City of Fayetteville be extended by constructing a sanitary sewer collection system over, along, and to the real property identified in Exhibit "A," a copy of which is attached hereto and incorporated by reference, by virtue of Article 10, Chapter 160A of the North Carolina General Statutes and the procedures established therein.

2. The cost of said extension shall be hereafter assessed upon the benefited properties in the amount of $5,000 for single family residential parcels requiring one sewer service lateral and any remaining parcels being assessed at an equal rate of $55.56 per linear foot of public road frontage; provided, however, that in no event shall such assessment be in an amount for less than ninety (90) linear feet plus the average cost for service laterals as may be installed for the benefit of the non-single family residential parcels.

3. That the assessment herein provided for shall be payable in cash or, if any property owner shall so elect and give notice of that fact to the City Council by and through the Fayetteville Public Works Commission in accordance with North Carolina General Statutes sections 160A-232-233, said property owner shall have the option and privilege of paying the assessment in not more than ten (10) equal annual installments, with such installments to bear interest at the prime rate reported on July 1st of the fiscal year the assessment roll is to be confirmed plus two (2) percent per year, not to exceed the maximum allowed by law.

4. A public hearing on all matters covered by this Resolution shall be held on the 23rd day of March, 2026, at the City Hall Council Chamber in the City of Fayetteville, North Carolina, at 6:30 p.m.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on the 9th day of February, 2026; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

_____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer Ayre, City Clerk

EXHIBIT "A"
Page 1 of 2

Construction Area 29 Section I

Street Names	From Intersection	To Intersection
8270 Cliffdale Road		
Buhmann Drive	Northwardly From Cliffdale Road	To 375 Buhmann Drive
Canary Drive	Westwardly From Prestige Blvd	Street End (Cul-de-sac)
Cliffdale Road	Eastwardly From Buhmann Drive	To Kiana Lane
Old Castle Drive	Westwardly From Prestige Blvd	Street End (Cul-de-sac)
Pantego Drive	Eastwardly From Prestige Blvd	Street End (Cul-de-sac)
Prestige Blvd	Northwardly From Cliffdale Road	Old Castle Drive
Salinas Court	Westwardly From Pantego Drive	Street End (Cul-de-sac)
San Juan Drive	Westwardly From Prestige Blvd	Street End (Cul-de-sac)
Trevor Lane	Westwardly From Pantego Drive	Prestige Blvd

Construction Area 29 Section II

Street Names	From Intersection	To Intersection
1824 Sykes Pond Road		
1844 Sykes Pond Road		
8250 Umstead Road		
8252 Dunholme Drive		
Dunholme Drive	Southwest from Sykes Pond Road	Street End (Cul-de-sac)
Dunholme Drive	Northeast from Sykes Pond Road	Street End (Cul-de-sac)
Eastcliff Court	Northeast from Shoreway Drive	Street End (Cul-de-sac)
Grassy Branch Drive	Southeast From Umstead Road	Umstead Road
Kings Lynn Loop	Eastwardly from Turnbridge Drive	Street End (Cul-de-sac)
Kings Lynn Loop	Westwardly from Turnbridge Drive	Street End (Cul-de-sac)
Lands End Drive	Southwardly from Kings Lynn Loop	Kings Lynn Loop
Newmarket Court	Northeast from Kings Lynn Loop	Street End (Cul-de-sac)
Shoreway Drive	Eastwardly from Dunholme Drive	Sykes Pond Road
Tavistock Court	Northwardly from Kings Lynn Loop	Street End (Cul-de-sac)
Turnbridge Drive	Southwardly from Raeford Road	Kings Lynn Loop
Umstead Road	Eastwardly From Grassy Branch Drive	8250/8253 Umstead Road

EXHIBIT "A"
Page 2 of 2

Construction Area 29 Section III

Street Names	From Intersection	To Intersection
0 Hoke Loop Road		
1992 Hoke Loop Road		
2030 Hoke Loop Road		
7730 Cliffdale Road		
7802 Cliffdale Road		
7828 Cliffdale Road		
Mittie Lane	Westwardly from Hoke Loop Road	Street End
S. Reilly Road	Westwardly from 836 S. Reilly Road	940 S. Reilly Road
Wayland Drive	Northwardly from S. Reilly Road	Street End

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0084

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A19

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, PWC CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC - Phase 5 Annexation Area 30 Preliminary Assessment Resolution to be Adopted and Public Hearing

COUNCIL DISTRICT(S):
1, 2, 3

Relationship To Strategic Plan:
High Quality Built Environment - Neighborhoods and Infrastructure

Executive Summary:
Adopting the Preliminary Assessment Resolution is part of the statutory requirement process for providing sewer within the Phase 5 Annexation area.

Background:
Providing sanitary sewer service to Area 30 of the Phase 5 Annexation requires adoption of the Preliminary Assessment Resolution by City Council. I am enclosing the original Preliminary Assessment Resolution for all streets within Area 30 where we anticipate utilities being installed and for which property owners will be assessed a portion of the utility installation cost.

After adoption of the Preliminary Assessment Resolution, PWC will publish the required notice and mail copies of the Resolution to the affected property owners prior to the public hearing. You will note the Resolution contains the date and time for the public hearing regarding this issue which is March 23, 2026.

Issues/Analysis:
N/A

Budget Impact:
N/A

Options:
N/A

Recommended Action:

Staff recommends Council move to adopt the attached Preliminary Assessment Resolution and hold the public hearing on March 23, 2026.

Attachments:

Area 30 Preliminary Assessment Resolution - Phase V Annexation Utility Improvement

RESOLUTION NUMBER _____

PRELIMINARY ASSESSMENT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA FOR THE EXTENSION OF THE SANITARY SEWER COLLECTION SYSTEM IN ALL OR A PORTION OF THE STREETS WITHIN AREA 30 OF THE PHASE 5 ANNEXATION LISTED ON EXHIBIT "A".

WHEREAS, the City Council of the City of Fayetteville has determined that it may be in the best interest of the City of Fayetteville to extend the sanitary sewer collection system and that in order to provide such an extension, it would be necessary to assess part of the cost thereof upon the real property benefited thereby.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Fayetteville, North Carolina, that:

1. It is intended that the sanitary sewer system of the City of Fayetteville be extended by constructing a sanitary sewer collection system over, along, and to the real property identified in Exhibit "A," a copy of which is attached hereto and incorporated by reference, by virtue of Article 10, Chapter 160A of the North Carolina General Statutes and the procedures established therein.

2. The cost of said extension shall be hereafter assessed upon the benefited properties in the amount of $5,000 for single family residential parcels requiring one sewer service lateral and any remaining parcels being assessed at an equal rate of $55.56 per linear foot of public road frontage; provided, however, that in no event shall such assessment be in an amount for less than ninety (90) linear feet plus the average cost for service laterals as may be installed for the benefit of the non-single family residential parcels.

3. That the assessment herein provided for shall be payable in cash or, if any property owner shall so elect and give notice of that fact to the City Council by and through the Fayetteville Public Works Commission in accordance with North Carolina General Statutes sections 160A-232-233, said property owner shall have the option and privilege of paying the assessment in not more than ten (10) equal annual installments, with such installments to bear interest at the prime rate reported on July 1st of the fiscal year the assessment roll is to be confirmed plus two (2) percent per year, not to exceed the maximum allowed by law.

4. A public hearing on all matters covered by this Resolution shall be held on the 23rd day of March, 2026, at the City Hall Council Chamber in the City of Fayetteville, North Carolina, at 6:30 p.m.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on the 9th day of February, 2026; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

_____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer Ayre, City Clerk

EXHIBIT "A"
Page 1 of 2

Construction Area 30 Section I

Street Names	From Intersection	To Intersection
4501 Ramsey Street		
Crystal Drive	Southwardly From Idlewild Drive	434 Crystal Drive
Lakeside Drive	Southwardly From Francam Drive	Oakmont Circle
McArthur Road	Southwardly 513 McArthur Road	217 McArthur Road
Meadowcroft Drive	Eastwardly From Ramsey Street	Street End
Oakmont Circle	Southwardly From Francam Drive	Lakeside Drive
Oates Drive	Eastwardly From Ramsey Street	213 Oates Drive
Ramsey Street (East Side of Road)	Northwardly From Francam Drive	To Meadowcroft Drive
Riverdell Drive	Southwardly From Meadowcroft Drive	Rustic Haven Drive
Rosamond Drive	Eastwardly From Ramsey Street	Riverdell Drive

Construction Area 30 Section II

Street Names	From Intersection	To Intersection
102 W. Summerchase Drive		
6443 Ramsey Street		
6459 Ramsey Street		
Carvers Falls Road	Eastwardly From 110 Carvers Falls Road	168 Carvers Falls Road
Carvers Falls Road	Eastwardly From 260 Carvers Falls Road	Lamar Road
Jenson Court	Eastwardly From Zepher Road	Street End (Cul-de-sac)
Kitimat Court	Eastwardly From Zepher Road	Street End (Cul-de-sac)
Lamar Road	Northwardly From Carvers Falls Road	Street End
Ramsey Street	Southwardly From 6136 Ramsey Street	6116 Ramsey Street
Ramsey Street	Southwardly From 6029 Ramsey Street	Kings Creek Drive
Zepher Road	Northwardly From Carvers Falls Road	Street End

EXHIBIT "A"
Page 2 of 2

Construction Area 30 Section III

Street Names	From Intersection	To Intersection
Cooper Street	Southeast From Powell Street	Gillespie Street
Foch Street	Eastwardly From Powell Street	Reeves Street
Gillespie Street	Southwardly From 1122 Gillespie Street	Gillespie Street On Ramp (1713 Gillespie Street)
Hamlet Street	Northwardly From Cooper Street	Street End
Reeves Street	Southwardly From 1623 Reeves Street	Street End
Warbler Lane	Northwardly From Gillespie Street	Street End

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0085

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A20

TO: **Mayor and Members of City Council**

THRU: **Timothy L. Bryant, PWC CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **February 9, 2026**

RE:
PWC - Phase 5 Annexation Area 31 Preliminary Assessment Resolution to be Adopted and Public Hearing

COUNCIL DISTRICT(S):
1, 2

Relationship To Strategic Plan:
High Quality Built Environment - Neighborhoods and Infrastructure

Executive Summary:
Adopting the Preliminary Assessment Resolution is part of the statutory requirement process for providing sewer within the Phase 5 Annexation area.

Background:
Providing sanitary sewer service to Area 31 of the Phase 5 Annexation requires adoption of the Preliminary Assessment Resolution by City Council. I am enclosing the original Preliminary Assessment Resolution for all streets within Area 31 where we anticipate utilities being installed and for which property owners will be assessed a portion of the utility installation cost.

After adoption of the Preliminary Assessment Resolution, PWC will publish the required notice and mail copies of the Resolution to the affected property owners prior to the public hearing. You will note the Resolution contains the date and time for the public hearing regarding this issue which is March 23, 2026.

Issues/Analysis:
N/A

Budget Impact:
N/A

Options:
N/A

Recommended Action:

Staff recommends Council move to adopt the attached Preliminary Assessment Resolution and hold the public hearing on March 23, 2026.

Attachments:

Area 31 Preliminary Assessment Resolution - Phase V Annexation Utility Improvement

RESOLUTION NUMBER _____

PRELIMINARY ASSESSMENT RESOLUTION OF THE CITY OF FAYETTEVILLE FOR THE CITY OF FAYETTEVILLE, NORTH CAROLINA FOR THE EXTENSION OF THE SANITARY SEWER COLLECTION SYSTEM IN ALL OR A PORTION OF THE STREETS WITHIN AREA 31 OF THE PHASE 5 ANNEXATION LISTED ON EXHIBIT "A".

WHEREAS, the City Council of the City of Fayetteville has determined that it may be in the best interest of the City of Fayetteville to extend the sanitary sewer collection system and that in order to provide such an extension it would be necessary to assess part of the cost thereof upon the real property benefited thereby.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Fayetteville, North Carolina, that:

1. It is intended that the sanitary sewer system of the City of Fayetteville be extended by constructing a sanitary sewer collection system over, along, and to the real property identified in Exhibit "A," a copy of which is attached hereto and incorporated by reference, by virtue of Article 10, Chapter 160A of the North Carolina General Statutes and the procedures established therein.

2. The cost of said extension shall be hereafter assessed upon the benefited properties in the amount of $5,000 for single family residential parcels requiring one sewer service lateral and any remaining parcels being assessed at an equal rate of $55.56 per linear foot of public road frontage; provided, however, that in no event shall such assessment be in an amount for less than ninety (90) linear feet plus the average cost for service laterals as may be installed for the benefit of the non-single family residential parcels.

3. That the assessment herein provided for shall be payable in cash or, if any property owner shall so elect and give notice of that fact to the City Council by and through the Fayetteville Public Works Commission in accordance with North Carolina General Statutes sections 160A-232-233, said property owner shall have the option and privilege of paying the assessment in not more than ten (10) equal annual installments, with such installments to bear interest at the prime rate reported on July 1st of the fiscal year the assessment roll is to be confirmed plus two (2) percent per year, not to exceed the maximum allowed by law.

4. A public hearing on all matters covered by this Resolution shall be held on the 23rd day of March, 2026, at the City Hall Council Chamber in the City of Fayetteville, North Carolina, at 6:30 p.m.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on the 9th day of February, 2026; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

_____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer Ayre, City Clerk

EXHIBIT "A"
Page 1 of 1

Construction Area 31 Section I

Street Names	From Intersection	To Intersection
N. Plymouth Street	Southwardly From 453 N. Plymouth Street	To NC HWY 24
Simon Street	Northwardly From NC HWY 24	Street End (Cul-de-sac)

Construction Area 31 Section II

Street Names	From Intersection	To Intersection
Andover Road	Southwardly From 424 Andover Road	Cromwell Avenue
Cromwell Avenue	Northwardly From Andover Road	Truman Drive
Croydon Avenue	Eastwardly From 232 Croydon Avenue	305 Croydon Avenue
Daytona Road	Northwardly From Raynor Drive	Street End (Cul-de-sac)
Derose Court	Northwardly From Derose Drive	Street End (Cul-de-sac)
Derose Drive	Northeast From Daytona Drive	Street End
Nag Drive	Eastwardly From Croydon Avenue	Street End
Naple Street	Northwardly From Raynor Drive	Derose Drive
Raynor Drive	Westwardly From Naple Street	Street End
Truman Drive	Eastwardly From Cromwell Avenue	Andover Road

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0086

Agenda Date: 2/9/2026 **Version:** 2 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Reports From Boards and Commissions

Agenda Number: 9.01

TO: **Mayor and Members of City Council**

THRU: **Kelly Strickland, Assistant City Manager**

FROM: **Tyffany L. Neal, MPA, Transit Director**

DATE: **February 9, 2026**

RE:
Annual Report - Fayetteville Advisory Committee on Transit (FACT)

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:
The Fayetteville Advisory Committee on Transit (FACT) was organized to function as an advisory body with responsibilities to advise FAST leadership on matters affecting the transit system and its operations. FACT addresses the public transportation needs of Fayetteville in a proactive way by providing recommendations to City Council, management, users and the general public in an effort to create a comprehensive and cohesive transit system that responds to our community's present and future needs.

Background:
N/A

Issues/Analysis:
N/A

Budget Impact:
N/A

Options:
This is an informational report. No decisions are required.

Recommended Action:
Receive the report.

Attachments:
Annual FACT Report to Council - 2026

Annual Committee Report – Transit

Fayetteville Advisory Committee on Transit (FACT)

February 9, 2026

FAYETTEVILLE NC

Purpose

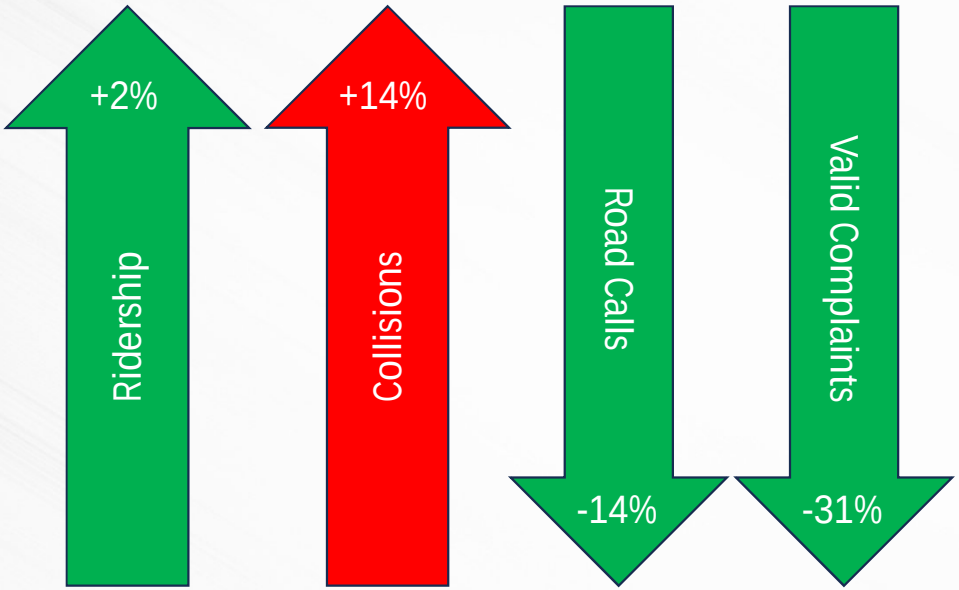
- To address the public transportation needs of Fayetteville in a proactive way
- To provide recommendations to City Council, FAST staff, Transit users and the general public in an effort to create a comprehensive and cohesive transit system that responds to our community's present and future needs

Committee Members

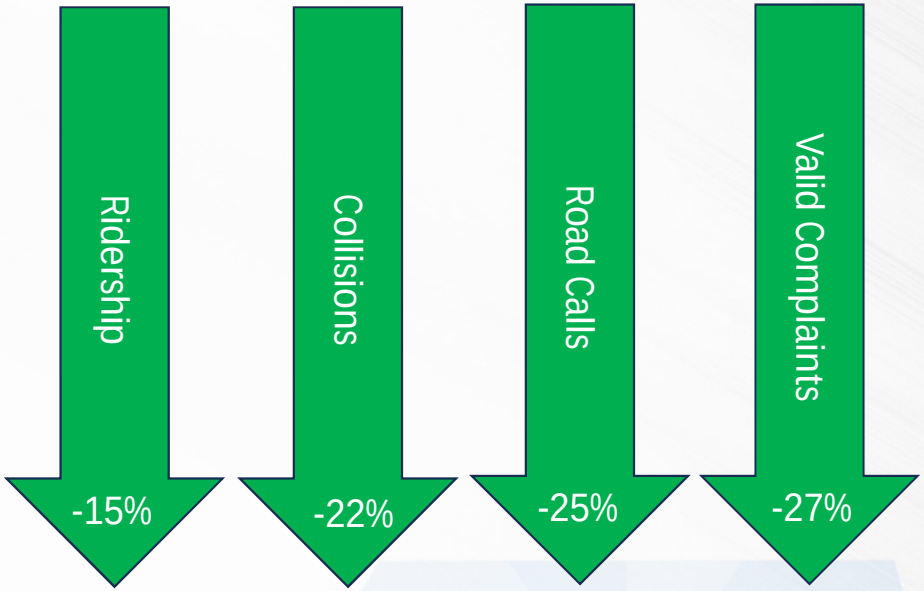
Name	Term Period
Michael J. Council	April 2, 2024 – March 31, 2026
Austin L. Campbell	April 1, 2024 – March 31, 2026
James Elliot	April 2, 2024- March 31, 2026
Rabbi Scott I. Klein	December 8, 2025- September 30, 2026
Stephanie Y. Jones	October 1, 2024 – September 30, 2026
Sharon Moyer	October 1, 2024 – September 30, 2026
Ngina Shelton	April 1, 2025 – March 31, 2027
Taccarra Manuel	N/A – N/A
Councilmember Shaun McMillan	N/A – N/A

Current Metrics

Fixed Route



Paratransit



FY25 (July – December) vs. FY26 (July – December)

Battery Electric Buses (BEBs) & Charging Infrastructure

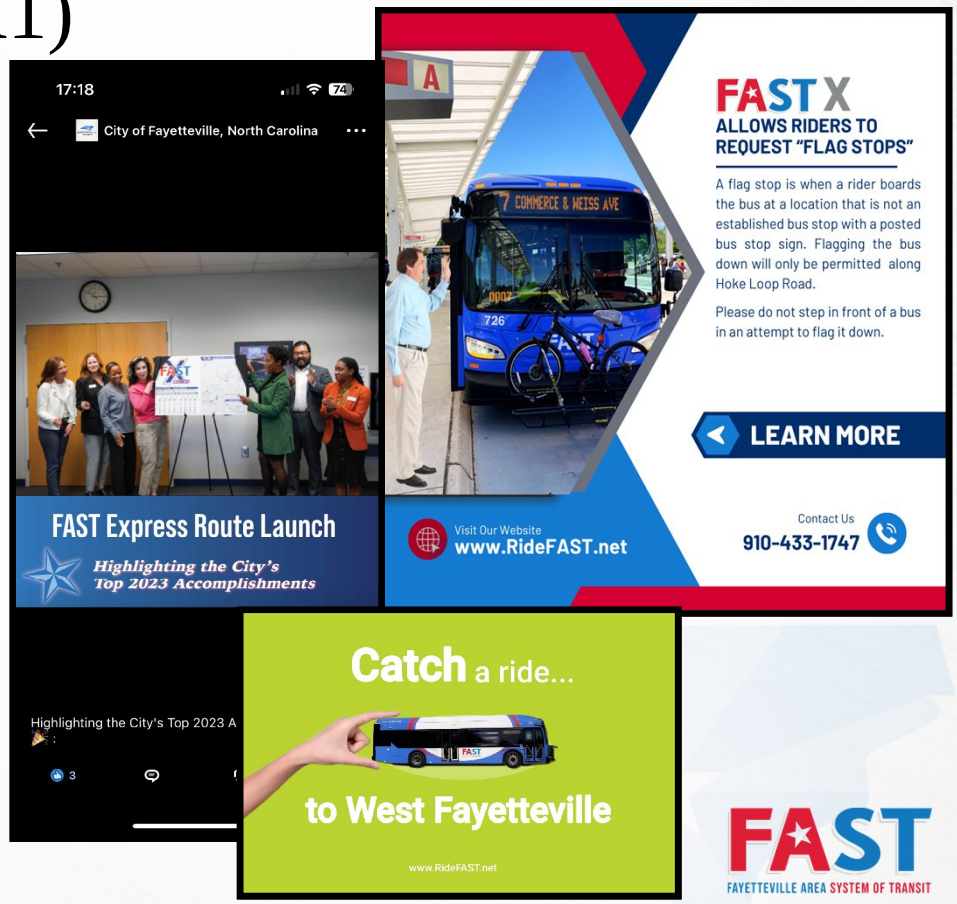
- Ribbon Cutting – April 2025
- 40-ft. Buses
- Charging Dispensers

FAST
FAYETTEVILLE AREA SYSTEM OF TRANSIT

Accomplishments

New Service – Express One (X1)

- Express Route (W. Fayetteville)
  - Connects Hoke Loop Road to Cross Creek Mall (CCM)
  - Flag Stops
- 2nd Anniversary
  - Launched – Nov. ‘23
- Ridership Totals
  - Annual Increase – 3+%



Fare/Service Equity Analysis – Title VI Survey

- Council Approved – April 2025
- Service Implementation
  - Added 2nd Bus to (4) Routes
- Cashless Fares
  - Awaiting Contract Award
- Feasibility Study - Underway

FAST
FAYETTEVILLE AREA SYSTEM OF TRANSIT

Revenue Vehicle Replacements

- Fixed Route – 33
  - Past Useful Life – 15*
    - Approved Funding for Replacements – 5
    - Awaiting Funding for Replacements - 3
- Paratransit – 21
  - Past Useful Life – 18*
    - Approved Funding for Replacements – 6
    - Awaiting Funding for Replacements - 0
- Total Revenue Fleet - 54

** Note: Old City Branding*

FAST
FAYETTEVILLE AREA SYSTEM OF TRANSIT

Activities In Progress

Cashless Fares

- Processing cash is expensive
- Increase transit revenues by decreasing handling costs
- Increase On-Time Performance (OTP)
- Convenient
- Will NOT immediately eliminate cash

FAST
FAYETTEVILLE AREA SYSTEM OF TRANSIT

Activities In Progress

Feasibility Study

- Supports potential expansion of service identified in FAST's Transit Development Plan (TDP) - Adopted August 2022
- Estimated Completion – March 2026
  - Traffic / Commuting Patterns
  - Regionalization (Spring Lake, Hope Mills, FlyFAY, Ft. Bragg, etc)
  - Operations & Maintenance (O&M) Facility – West Fayetteville

2023 – 2024
Complete

2025 – 2030
Complete

2031 – 2032
Underway

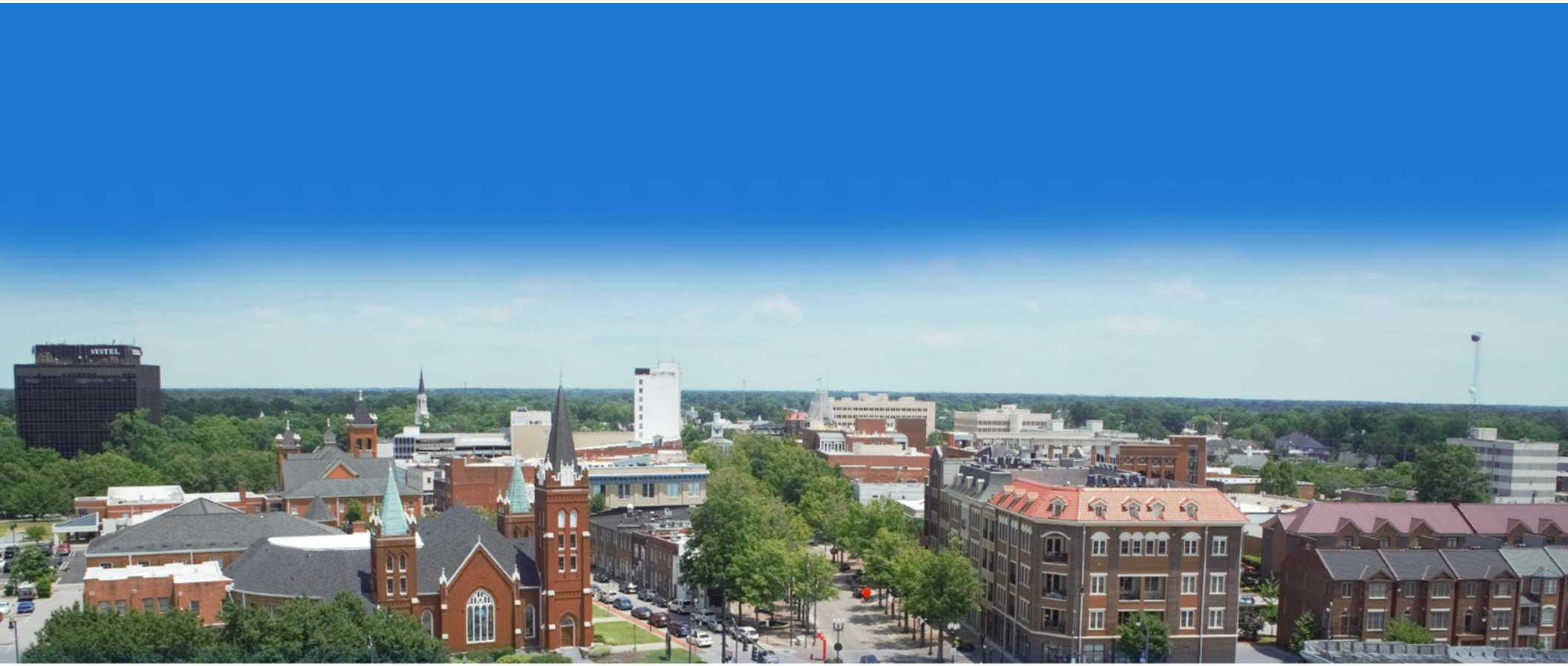
Ongoing Challenges

- Recruitment
  - Transit Operator IIs (CDL Drivers)
  - Bus (Diesel) Mechanics
- Aging Fleet
  - Increasing Capital Maintenance Costs
  - Increasing Capital Costs (i.e. Tariffs, etc.)
  - Increasing Lead Time – Replacement Fleet

In Conclusion…

Come Ride With Us…

FAST
FAYETTEVILLE AREA SYSTEM OF TRANSIT



FAYETTEVILLE NC

AMERICA'S CAN DO CITY

FayettevilleNC.gov

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0070

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Staff Reports

Agenda Number: 10.01

TO: **Mayor and Members of City Council**

THRU: **Douglas Hewett, ICMA-CM, City Manager**

FROM: **Jodi W. Phelps, Assistant City Manager**

DATE: **February 9, 2026**

RE:
Adoption of 2026 State Action Agenda

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
This item supports all adopted City Council strategic goals and objectives.

Executive Summary:
The City of Fayetteville engages with state lawmakers and government agencies to support policy and funding opportunities that align with Council's identified priorities and objectives. These efforts ensure the protection and preservation of essential community assets and resources, expansion of critical services and infrastructure supporting residents, and initiatives that allow the City to thrive.

The City has prepared, with input from staff and Council, the State Action Plan for consideration and formal adoption. The adopted plan is consistent with last year's priorities for the second year of the biennium. The adopted state priorities will communicate and coordinate state funding and legislative advocacy for the upcoming short session and beyond.

Background:
The City's state advocacy consultants, CheckMate Government Solutions, helps shape and define Fayetteville's priorities while facilitating communication and coordination at the state level among elected officials and agency representatives.

The state advocacy agenda is developed annually as a result of input from staff and Council and closely aligned with interests and priorities of legislators and agencies. The bulk of the revisions occur prior to the long session in the first year of the biennium.

With all input incorporated, the document will be formally adopted by Council and shared with state representatives during office visits and conversations.

Issues/Analysis:
The City's state advocacy goals include the following:

- Develop and pursue a state advocacy agenda unique to the City of Fayetteville and which leads to consistent, high-quality results.
- Identify and pursue state investments and policy which will contribute to achieving the long-term goals of the City.
- Build and maintain regular communications with state elected officials, agencies, Council, staff, residents and stakeholders.

The proposed State Action Agenda addresses those items the City will focus advocacy on in the year ahead impacting economic development for the region, our relationship and support of the military installation and service members, improving public infrastructure and transportation, advancing public safety goals, and affecting the quality of life for our residents.

Budget Impact:
N/A

Options:
1. Adopt the 2026 State Action Agenda
2. Do not adopt the 2026 State Action Agenda and provide additional direction for staff.

Recommended Action:
Adopt the 2026 State Action Plan Agenda

Attachments:
COF 2026 Prioritized State Action Agenda

FAYETTEVILLE NC

AMERICA'S CAN DO CITY

2026 STATE PRIORITIES LIST

FUNDING

1. $4 million for **mental health co-response, homeless support, and community-based violence interruption** programs within the Office of Community Safety.
2. $2 million **Affordable and Workforce Housing Initiatives:** $1 million in each year of the biennium in addition to legislative policy and actions to increase affordable and workforce housing in Fayetteville.
3. $500,000 for a **transportation connectivity study (I-685, rail and surface transportation):** Outlines the economic benefits study to identify benefits of interstate connectivity linking I-95 and I-295 to the proposed I-685 through Cumberland County, expanded rail routes and other surface transportation.
4. $5 million to support **sewer and water extension:** Support sewer and water infrastructure expansion that encourages increased economic development activity.
5. $10 million for **pedestrian and safety projects:** Leverage state funding to expedite pedestrian safety studies and efforts.
6. $1 million for **workforce development initiatives:** Expand and launch STEM and NextGen workforce growth opportunities.
7. $3 million for planning and feasibility for **regional public safety training center**
8. $2 million for **Cape Fear River Park Trail Extension Phase II**
9. $2 million for **Solid Waste & Transit facility** modernization and improvements

POLICY

1. **Tax Allocation:** Equitable tax distribution among local government entities.
2. **Recruitment and Retention:** Advocate for legislative changes to extend the Law Enforcement Officers Separation Allowance (LEOSA) to firefighters and advocate for the continuation of the NC Firefighter Cancer Benefit Program.
3. **Ghost Gun Regulation:** Support legislation that prohibits and imposes strict penalties for ownership and use of ghost guns in North Carolina.
4. **Dam Infrastructure:** Coordinate with state agencies to include Arran Lakes West and College Lakes dams in hazard mitigation plans.

2026 City of Fayetteville – State Priorities

February 9, 2026

FAYETTEVILLE NC

Funding Needs - State

$4 million for mental health co-response, homeless support, and community-based violence interruption programs within the Office of Community Safety

$2 million Affordable and Workforce Housing Initiatives: $1 million in each year of the biennium in addition to legislative policy and actions to increase affordable and workforce housing in Fayetteville

$500,000 for a transportation connectivity study (I-685, rail and surface transportation): Outlines the economic benefits study to identify benefits of interstate connectivity linking I-95 and I-295 to the proposed I-685 through Cumberland County, expanded rail routes and other surface transportation

$5 million to support sewer and water extension: Support sewer and water infrastructure expansion that encourages increased economic development activity

Funding Needs - State

$10 million for pedestrian and safety projects: Leverage state funding to expedite pedestrian safety studies and efforts

$1 million for workforce development initiatives: Expand and launch STEM and NextGen workforce growth opportunities

$3 million for planning and feasibility for regional public safety training center

$2 million for Cape Fear River Park Trail Extension Phase II

$2 million for Solid Waste & Transit facility modernization and improvements

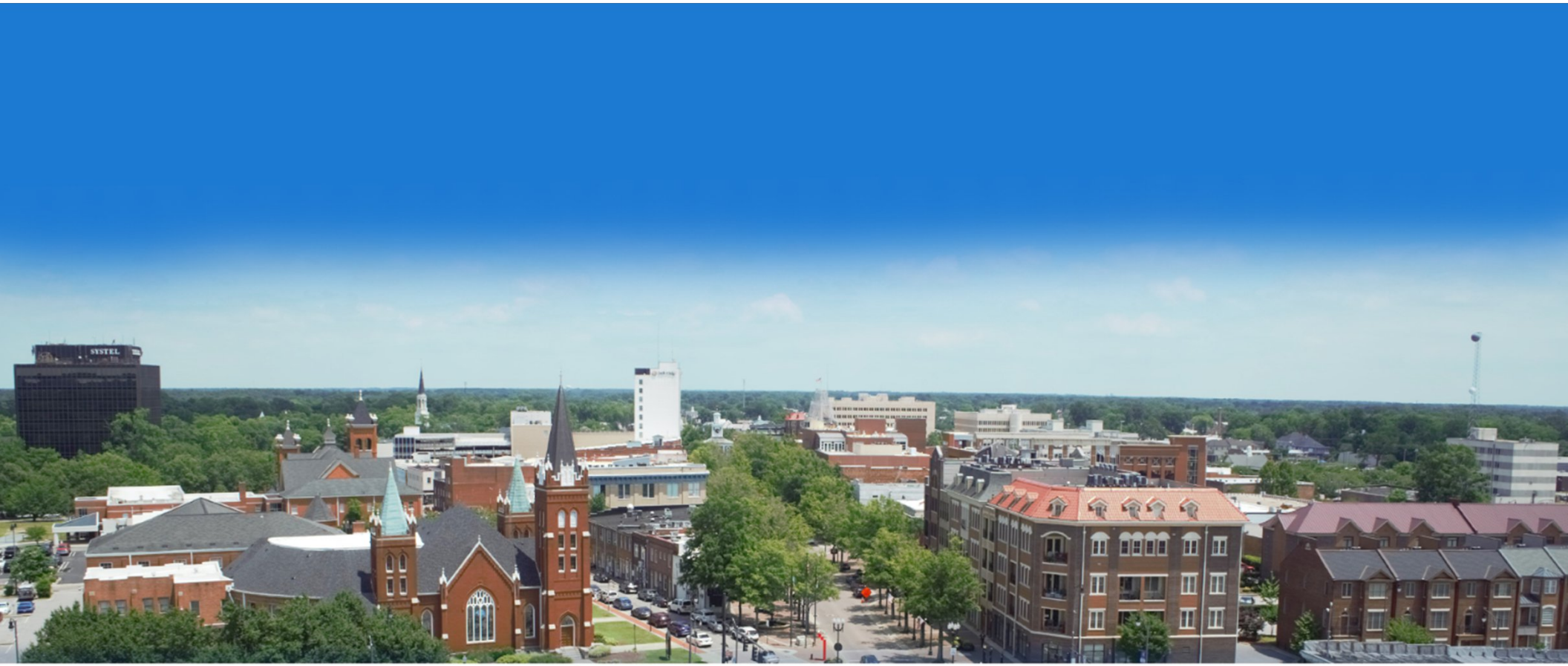
Policy Requests - State

Tax Allocation: Equitable tax distribution among local government entities.

Recruitment and Retention: Advocate for legislative changes to extend the Law Enforcement Officers Separation Allowance (LEOSA) to firefighters and advocate for the continuation of the NC Firefighter Cancer Benefit Program.

Ghost Gun Regulation: Support legislation that prohibits and imposes strict penalties for ownership and use of ghost guns in North Carolina.

Dam Infrastructure: Coordinate with state agencies to include Arran Lakes West and College Lakes dams in hazard mitigation plans.



FAYETTEVILLE NC

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City of Fayetteville

433 Hay Street
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(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0069

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Staff Reports

Agenda Number: 10.02

TO: **Mayor and Members of City Council**

THRU: **Douglas J. Hewett, ICMA-CM, City Manager**

FROM: **Jodi W. Phelps, Assistant City Manager**

DATE: **February 9, 2026**

RE:
Adopt the 2026 Federal Action Plan

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
This item supports all adopted City Council strategic goals and objectives.

Executive Summary:
The City of Fayetteville engages with the federal legislators and government agencies to support policy and funding opportunities that align with Council's identified priorities and objectives. These efforts ensure the protection and preservation of essential community assets and resources, expansion of critical services and infrastructure supporting resident, and initiatives that allow the City to thrive.

Background:
The City's federal advocacy team, Strategics Consulting, helps shape and define Fayetteville's priorities while facilitating communication and coordination at the federal level among elected officials and agency representatives. The City has a long-standing and successful relationship with Strategics Consulting having won support for and secured federal funding and directed spending for a variety of projects and needs, most recently a $4.85 million congressionally Directed Funding project for stormwater infrastructure improvements in the Sessoms Street and Locks Creek areas.

The federal advocacy agenda is developed annually as a result of input from staff and Council and closely aligned with interests and priorities of legislators and agencies.

With all input incorporated, the document will be formally adopted by Council and shared with federal representatives during office visits and conversations with our elected officials and federal agencies and offices.

Issues/Analysis:
The City's federal advocacy goals include the following:

- Develop and pursue a federal advocacy agenda unique to the City of Fayetteville

which leads to consistent, high-quality results.
- Identify and pursue federal investments to achieve the long-term goals of the City.
- Build and maintain regular communications with the Congressional delegation, federal agencies, Council, staff, residents, and stakeholders.

The proposed Federal Action Agenda addresses those items the City will focus advocacy on in the year ahead supporting workforce growth and economic independence, advancing housing opportunity and community infrastructure, ensuring high-quality community-based veteran and military supports, providing sufficient mental health and community safety resources to meet needs, all of which affect the quality of life for our residents.

Budget Impact:
N/A

Options:
1. Adopt the 2026 Federal Action Agenda
2. Do not adopt the 2026 Federal Action Agenda and provide additional direction for staff.

Recommended Action:
Adopt the 2026 Federal Action Agenda.

Attachments:
COF 2026 Federal Action Agenda

FAYETTEVILLE NC

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FEDERAL ACTION AGENDA 2026

COF's 2026 federal priorities will align with one of four key focus areas that support the City's Strategic Plan.

1. *Supporting workforce growth and economic independence.*
2. *Advancing housing opportunity and community infrastructure.*
3. *Ensuring a high-quality quality community-based veteran and military support system.*
4. *Providing sufficient mental health and community safety resources to meet needs.*

Transportation and Infrastructure	FAYETTEVILLE REGIONAL AIRPORT (FAY) • **International Terminal Development:** *Support funding for completion of International Arrivals Terminal through federal programs.* • **Direct Flights:** *Pursue funding to encourage air service expansion to Washington, D.C., Orlando/Tampa and Chicago through federal programs like the Small Community Air Service Development.* PUBLIC TRANSPORTATION SYSTEMS • **FAST (Fayetteville Area System of Transit) West Fayetteville Hub:** *Seek funding for construction of West Fayetteville hub to increase access, service and operational efficiency.* • **Expansion of Passenger Rail Connectivity:** *Advocate for continued federal support for rail corridor development, fully funding the FAY to RAL passenger rail route.* ACTIVE TRANSPORTATION & INFRASTRUCTURE • **Glenville Lake and Cape Fear River Trail Extension:** *Pursue federal funding to support trail expansion following design completion.* • **Dam Infrastructure Improvements:** *Arran Lake West, College Lakes Dam projects, support for federal funding and program options.* • **Pedestrian and Safety Projects:** *Seek implementation grant opportunities for completed Pedestrian Plan and Safe Streets for All studies, including addition of crosswalks and signalized intersections where applicable.* • **Transportation Connectivity Improvements:** *Pursue federal funding to support construction of transportation projects that improve neighborhood access, mobility, and public safety. Improve roadway infrastructure and surface transportation to include streets, bridges and connections.*
Housing & Community Development	• **Murchison Choice Neighborhoods Transformation Plan:** *Pursue HUD's Choice Neighborhoods Implementation Grant for the Murchison Corridor.* • **Fair Housing Assistance Program (FHAP)/Fair Housing Initiatives Program (FHIP):** *Secure Fayetteville's recognition as a FHAP participant through HUD. Also advocate for Fair Housing Initiatives Program to help address veteran discrimination and barriers to fair housing.*

	• **HOME, HOPWA and CDBG Funding Advocacy:** *Advocate for increased federal allocations to address critical needs in community to stabilize individuals and families.* • **Blight Removal:** *Support programs that enhance the City's ability to engage in blight removal in key development areas.*

Public Safety	• **School Resource Officer/School Safety Programs:**
	Advocate for federal programs that bolster school resource officer funding and innovative approaches to school safety.
	• **Office of Community Safety:**
	Support for federal funding addressing youth intervention, gun violence, homelessness and mental health services.
	• **Public Safety Personnel Recruitment and Retention:**
	Support tools for law enforcement and firefighter recruitment and retention.
	  ○ *SAFER and AFG grant programs for fire service support*
	  ○ *COPS for law enforcement support*
	• **Firefighter Cancer Benefits:**
	Advocate for continued funding of the Firefighter Cancer Benefit Program beyond 2025.
	• **PFAS Disposal:**
	Secure federal support for firefighting foam disposal infrastructure.

Economic Development & Quality of Life	• **Active-Duty Military and Veteran Support:** *Increase access to health care, mental health resources and education for active duty and veteran families. Support measures to ensure transferability of licensure and credentials for professionals serving military communities. Support military infrastructure investment on and adjacent to Fort Bragg.* • **Next Generation Workforce Development:** *Seek opportunities to expand and enhance the City's efforts to bolster the economy and education ecosystem in Fayetteville through the Next Generation Workforce Initiative.* • **Corridor Improvement and Economic Development:** *Seek funding opportunities to improve the City's corridors supporting economic development, including the airport.* • **I-685 Connectivity:** *Advocate for interstate connectivity linking I-95 to the proposed I-685 using the route option*

POINTS OF CONTACT

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Strategics Consulting
202-255-5760 (c)
leslie@strategics.consulting

Jodi Phelps
Assistant City Manager
City of Fayetteville
910-703-4099 (c)
jodiphelps@fayettevillenc.gov

2026 City of Fayetteville – Federal Priorities

February 9, 2026

FAYETTEVILLE NC

FAYETTEVILLE NC

Transportation & Infrastructure

AIRPORT

- International Terminal
- Increase Direct Flights

PUBLIC TRANSPORTATION

- West Fayetteville Hub
- Expansion of Passenger Rail Connectivity

INFRASTRUCTURE

- Glenville Lake and Cape Fear River Trail Extension
- Dam Infrastructure Improvements
- Pedestrian Safety Projects
- Transportation Connectivity Improvements

FAYETTEVILLE NC

Housing & Community Development

- Choice Neighborhoods Implementation: Murchison Transformation Plan
- Fair Housing Assistance and Initiatives Programs
- HOME, HOPWA and CDBG Funding Advocacy
- Blight Removal, neighborhood revitalization

FAYETTEVILLE NC

Public Safety

- School Resource Officer/School Safety Programs
- Office of Community Safety Programs
- Public Safety Personnel Recruitment and Retention
- Firefighter Cancer Benefits
- PFAS Disposal

FAYETTEVILLE NC

Economic Development & Quality of Life

- Active Duty Military and Veteran Support
- Next Generation Workforce
- Airport Corridor Improvement and Economic Development
- I-685 Connectivity

FAYETTEVILLE NC

Advocacy Actions

- Assess Federal Goals & Potential Opportunities
- Develop Annual Federal Legislative Agenda
- Identify & Support Federal Grants and Congressionally Directed Funding Opportunities
- Develop & Expand Federal Agency Relationships
- Facilitate Congressional & Federal Agency Visits
- Monitor Legislative & Regulatory Issues
- Regular Reporting to City Staff

Questions?

Leslie Mozingo

CEO & Owner
leslie@strategics.consulting

Ron Hamm

Senior Advisor
rhamm@hammconsulting.com

Kyle Leopard

Managing Director
kyle@strategics.consulting

FAYETTEVILLE NC
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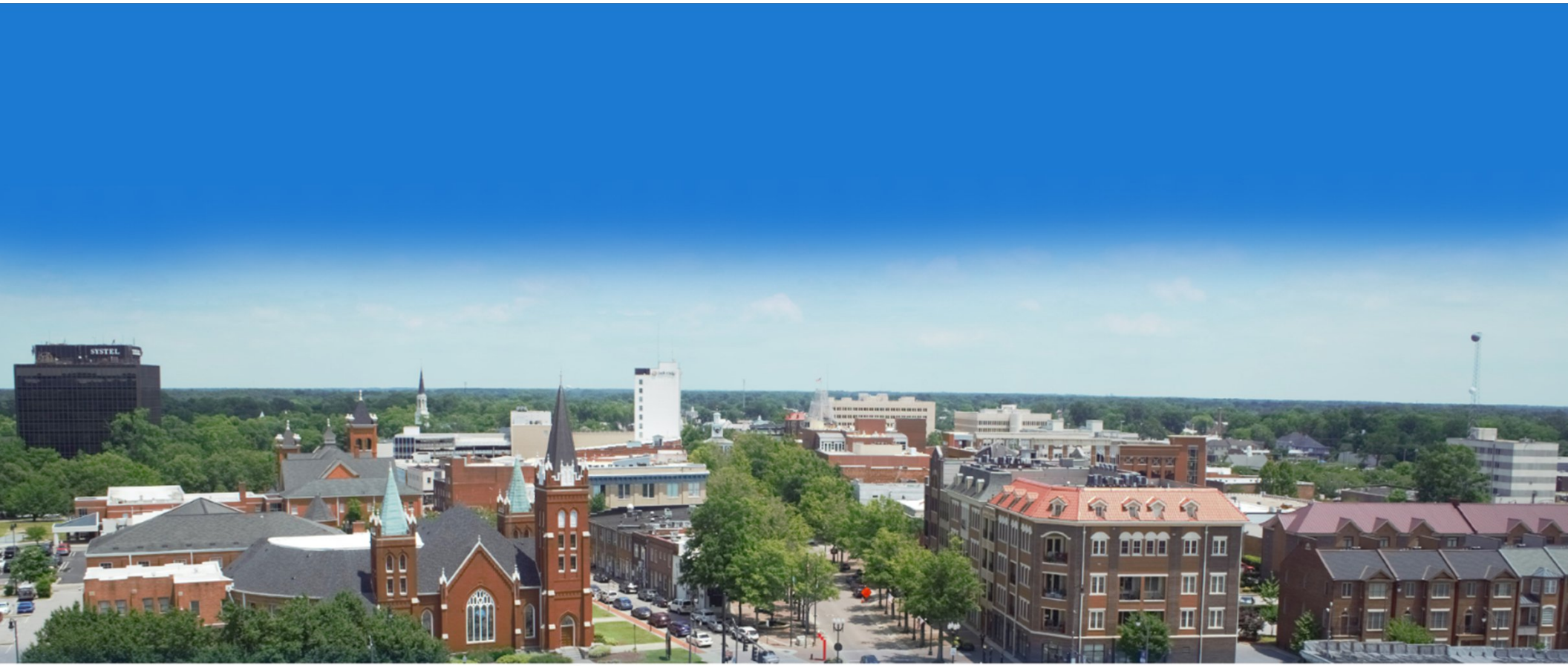
STRATEGICS



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City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0078

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Public Hearing (Public & Legislative)

Agenda Number: 11.01

TO: **Mayor and Members of City Council**

THRU: **Kelly Strickland, Assistant City Manager**
Jeffery Yates Assistant City Manager

FROM: **Chris Cauley, MPA, Economic and Community Development Director**
Derrick McArthur, Economic Development Manager

DATE: **February 9, 2026**

RE:
Public Hearing on Owner's Request for Removal from Downtown Municipal Service District

COUNCIL DISTRICT(S):
District 2

Relationship To Strategic Plan:
Goal 2: Responsive City Government Supporting a Diverse and Viable Economy
2.1: To ensure a diverse City tax base
2.2: To invest in community places to ensure revitalization and increase quality of life
Goal 4: Desirable Place to Live, Work and Recreate
4.4: To provide a clean and beautiful community with increased green spaces
4.5: To ensure a place for people to live in great neighborhoods
Goal 5: Financially sound city providing exemplary city services
5.1: To ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City

Executive Summary:
Council is asked to hold the public hearing required by North Carolina General Statute §160A-538.1(a1) and provide direction to City staff.

Background:
At the January 09, 2026, Work Session, City Council directed staff to hold a public hearing regarding the reduction of the Downtown Municipal Service District (MSD) Boundary.

The City established the Downtown MSD in 1978 under Article 23 of N.C.G.S.§160A, authorizing an additional ad valorem tax fund to fund enhanced downtown services. The district expanded in 1983 and has been renewed every five years since, most recently in June 2023 Resolution R2023-024. The current rate for Fiscal Year 2026 is $0.1489 per $100 of assessed valuation.

The MSD supports activities such as: Economic Vitality and Development, Art and Design Enhancements, Promotion and Marketing, Special Events and Programming, and Partnership, Organizational Support, and Conflict Resolution that are beyond the scope of the City's general fund.

The Park View Townhouses and Condominiums developments at 301 Bragg Boulevard were completed in 2013 on the former Days Inn property through public-private redevelopment agreement with H & H Holdings. The project delivered 49 townhomes and condominiums valued collectively at approximately $19 million and is managed by Park View Townhome Association and the Park View Condominium Association. County Geographical Information System confirms these parcels entirely within the current MSD boundary. There are also other exclusively residential properties within the MSD boundary.

Issues/Analysis:

While Park View is a fully residential community, it lies within the established Downtown Municipal Service District. The MSD was initially designed to promote downtown revitalization through business development, events and placemaking efforts. Overtime, however, downtown has evolved into a mixed-use environment where residents, businesses and visitors share in the benefits of enhanced maintenance, security, marketing, and cultural programming.

Residents of Parkview directly benefit from the proximity to downtown amenities and events such as the Dogwood Festival, the International Folk Festival and seasonal programming that enhance quality of life and property values. The continued investment and activation of the downtown through the MSD have helped sustain higher demand and market appreciation for residential properties near the urban core, including Parkview.

If Council wishes to alter the Downtown MSD boundary, the process is governed by N.C.G.S.§160A-538.1 In the case, subsection (a1) applies. Under subsection (a1), a property owner may submit a written request to the City Council to remove the owner's tract or parcel of land from a service district. The owner shall specify the tract or parcel, state with particularity the reason why the tract or parcel is not in need of the services, facilities or functions of the proposed district to a demonstrably greater extent than the remainder if the City and provide any other additional information the owner deems relevant.

Upon receipt of the request, the City Council shall hold a public hearing as required by N.C.G.S.§160A-538.1. If the City Council finds that the tract or parcel is not in need of the services, facilities or functions of the district to a demonstrably greater extent than the remainder of the City, the City Council may, by ordinance, redefine the service district by removing therefrom the tract or parcel.

Mr. Joseph Jackson submitted a request to Council on February 10, 2025, for removal of his parcel from the Downtown Municipal Service District.

The removal of any tract or parcel of land from any service district shall take effect at the

end of a fiscal year following the ordinance, as determined by the City Council, according to N.C.G.S.§160A-538.1(b).

Budget Impact:

Should Council amend the boundary to remove the tract or parcel located at 220 Hugh Shelton Loop 203, Fayetteville, NC, the Municipal Service District (MSD) Fund would lose $700.28. Without a rate adjustment, reduction in revenue would require either a proportional decrease in the MSD management contract or an increase in the General Fund transfer to offset the shortfall.

Options:

1. Hold the Public Hearing and take no further action today.
2. Hold the Public Hearing and direct staff to remove the parcel from the Downtown Municipal Service District because the City Council finds that the tract or parcel is not in need of the services, facilities or functions of the district to a demonstrably greater extent than the remainder of the City.
3. Hold the Public Hearing and direct staff as to some other option.

Recommended Action:

As this determination is at the discretion of City Council, staff does not have a recommended action.

Attachments:

Notice of Public Hearing
Mr. Jackson's Request

NOTICE OF PUBLIC HEARING

Notice is hereby given that Fayetteville City Council will hold a public hearing in the City Council Chambers, 1st Floor of City Hall, 433 Hay Street, on Monday, February 9, 2026, beginning at 6:30 p.m. or as soon thereafter as may be heard.

In accordance with North Carolina General Statute §160A-538.1(a1), the purpose of the hearing is to receive public comments on a property owner's request for a reduction to the downtown Municipal Service District, also known as the Central Business Tax District, related to the proposed exclusion of a certain parcel associated with the Park View Condominiums.

For those desiring to participate in this public hearing, please register online at www.fayettevillenc.gov, with the City Clerk's Office in City Hall, or by contacting the City Clerk at cityclerk@fayettevillenc.gov or by calling 910-433-1992 by 5:00 p.m. on Monday, February 9, 2026.

10 February 2025

Reference: FORMAL Request to have ParkView Manor Condominiums & Townhomes removed from the **Downtown Municipal Service District Information.**

Fayetteville NC Mayor & City Council Members,

The boundaries of the Downtown Municipal Service District that were established in 1978 are in need of a revision, removing both ParkView Manor Condominiums as well as ParkView Townhomes. Pursuant to Article 23, chapter 160A-536 of the North Carolina General Statutes, the district was created in 1978 to raise extra money for beautification and other downtown efforts. These downtown projects, specifically designed to bring additional "business and tourism" traffic downtown, are welcomed by the city of Fayetteville, as well as residents of our many surrounding communities. With the overwhelming majority of the funds raised by this additional tax being used for additional parking, followed by other projects (again specifically designed) to bring in the masses, such as festivals, etc., the efforts in no way whatsoever benefit the ParkView residents ***any more than any other Fayetteville resident***. If anything, the extra downtown traffic, created from these efforts, make it less attractive for the ParkView residents. More traffic and increased waiting times for the downtown businesses, though tremendously beneficial for the "DOWNTOWN BUSINESS OWNERS," are not more desirable for downtown residents. This very fact is why residential communities specifically battle business entities attempting to bring those businesses into residential communities.

We, the ParkView residents, understand that the property owners of the hotel that was located on the property in 1978 would have certainly been beneficiaries of increased downtown traffic. When the property was converted to a residential community, however, the fact that the current owners do not benefit any more than any other city resident became undisputable. It's interesting that funding for the operation of the downtown trolleys, that actually make it more convenient for the residents in the extended Haymont community, are funded by this service district as well. By the very spirit of the law that allows municipal service taxing districts, it is always mentioned that residential properties are to be excluded from the district whenever feasible. It is only when they are encompassed within the surrounding businesses that they are typically included.

This is a formal request to have the ParkView residential communities removed, made on behalf of the residents of both "strictly residential" communities. We are simply asking all council members, as well as the mayor, to think about the unfairness of the extra burden being placed on fellow city residents that is both unethical, as well as illegal in our opinion. We would really like to be removed by a show of common sense and morality, as opposed to having to pursue

being removed through legal means. An attempt has already been made to initiate this through Malik Davis, which was denied through an email response, after sending a few follow up emails to see how and if the request was moving forward.

I can be reached at (910) 818-0375 by the mayor or any council member at your convenience to discuss.

Thanks in advance for your consideration.

Please think about the responsibility to treat all citizens fairly, and do the right thing. It would make much more sense to simply raise "all city residents' taxes by .01/100, than to leave a residential area in a business service district. Things change over time, and in this particular case, it defies logic not to have our community removed.

Regards,

Joseph Jackson

220 Hugh Shelton Loop – Unit 203

Fayetteville, NC 28301

City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 26-0003

Agenda Date: 2/9/2026 **Version:** 4 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Other Items of Business

Agenda Number: 12.01

TO: **Mayor Colvin and Members of City Council**

THRU: **N/A**

FROM: **Lachelle H. Pulliam, City Attorney**

DATE: **February 9, 2026**

RE:
Receive Fire Station #4 Construction Defect Assessment Report from ABS

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal I: Safe and Secure Community
Priority I: Ongoing Commitment to a Comprehensive Approach to Community Safety

Executive Summary:
As part of the litigation, the City retained Applied Building Sciences (ABS) to conduct destructive testing on the partially constructed Fire Station #4 after the City terminated its contract with W.B. Brawley due to deficient construction. Mr. Steve Moore of ABS will present the results of the testing, the firm's final report, and its professional recommendations to City Council.

Background:
In June 2022, the City contracted with W.B. Brawley to construct fire station #4. Brawley did not construct the building according to the architectural plans and specifications. Brawley's work was insured by surety bonds issued by Travelers Casualty and Surety Company of America (Travelers). Travelers failed to honor the bonds, refusing to complete the construction or pay the City to complete the project. The City sued Brawley and Travelers. Because Brawley and Travelers failed to perform under the associated contracts and bonds, the City must complete the project. The City elected to perform destructive testing on the building to confirm deficiencies as identified by the project architect and City staff during construction. The goal of the testing was to determine whether the building was constructed according to the architectural plans and specifications, as well as document the condition of the building for the upcoming legal proceedings.

Issues/Analysis:
The City hired Applied Building Sciences (ABS), an independent engineering firm, to conduct destructive testing and assess the condition of the partially constructed Fire Station #4 after the construction contract was terminated. The purpose of this work was to determine whether the building was constructed in accordance with the approved plans

and specifications and to document its condition.

The ABS report is being presented directly to City Council to ensure full transparency on this public project, which has generated significant public interest. Council's role at this stage is to receive the independent findings, ask questions of the consultant, and provide direction on how to move forward.

Budget Impact:
The original contract price was $9M and about half of that has been spent on the project to date, including additional costs related to the breaches of Brawley and Travelers. Projected completion costs as of today are unknown but estimated to exceed $9M.

Options:
1. Receive the ABS report and presentation, ask questions of the consultant, and provide direction to staff regarding next steps based on the findings and recommendations presented.
2. Receive the ABS report and presentation and direct staff to undertake additional analysis or return with alternative options for Council consideration.

Recommended Action:
Staff recommends that Council receive the ABS report and presentation, ask questions of the consultant, and provide direction to staff regarding next steps based on the findings and recommendations presented.

Attachments:

APPLIED BUILDING SCIENCES

2308 Cosgrove Avenue – North Charleston, South Carolina 29405 – Tel 843.724.1456
5727 Westpark Drive, Suite 206 – Charlotte, North Carolina 28217– Tel 980.219.7084
PO Box 224 – Ballentine, South Carolina 29002 – Tel 803.261.2100
PO Box 5010 – Jacksonville, Florida 32247 – Tel 904.253.3404
www.appliedbuildingsciences.com

ENGINEERING REPORT

November 12, 2025

Mr. Steele “Al” Windle III, Esquire
Windle Terry Bimbo Construction Law
11525 North Community House Road, Suite 425
Charlotte, North Carolina 28277

RE: Construction Defect Assessment
City of Fayetteville
Fayetteville Fire Department New Sub-Station No. 4
4210 Bragg Boulevard
Fayetteville, North Carolina 28303
ABS File Number: 900.25030

APPLIED BUILDING SCIENCES | ENGINEERS ARCHITECTS CONSULTANTS

5727 Westpark Drive, Suite 206
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980.219.7084

Email: awindle@wtbcontructionlaw.com

November 12, 2025

Mr. Steele "Al" Windle III, Esquire
Windle Terry Bimbo Construction Law
11525 North Community House Road, Suite 425
Charlotte, North Carolina 28277

RE: Construction Defect Assessment
City of Fayetteville
Fayetteville Fire Department New Sub-Station No. 4
4210 Bragg Boulevard
Fayetteville, North Carolina 28303
ABS File Number: 900.25030

Dear Mr. Windle:

Pursuant to the request of the City of Fayetteville and in accordance with the Professional Service Agreement fully executed on August 27, 2025, Applied Building Sciences, Inc. (ABS) performed a construction defect assessment of the incomplete construction of the Fayetteville Fire Department New Sub-Station No. 4 ("the project") located at 4210 Bragg Boulevard, Fayetteville, Cumberland County, North Carolina ("the site"). Specifically, it was requested that ABS review defects and/or omissions associated with construction of the interior concrete slabs, interior and exterior concrete masonry unit (CMU) walls, exterior cast stone, light-gauge metal framing, roof assembly and structure, welds and bolts, domestic drainage pipe system, mechanical, electrical, and plumbing (MEP) systems, industrial hygiene, and completion of required special inspections. This report summarizes ABS' findings.

A list of resources and/or information within those sources that were reviewed or relied upon in this investigation are as follows:

REFERENCED STANDARDS AND RESOURCES

- *2018 North Carolina Building Code* (2018 NCBC).
- American Society of Civil Engineers (ASCE)/Structural Engineering Institute (SEI) *Minimum Design Loads for Buildings and Other Structures with Supplement 1* (ASCE 7-10).
- American Concrete Institute (ACI) *Building Code Requirements for Structural Concrete* (ACI 318-14).

- ACI *Specification for Tolerances for Concrete Construction and Materials* (ACI 117-10).
- ACI *Guide to Design of Slabs-on-Ground* (ACI 360R-10).
- The Masonry Society (TMS) *Building Code for Masonry Structures* (TMS 402-13.)
- TMS *Specification for Masonry Structures* (TMS 602-13).
- American Institute of Steel Construction (AISC) *Specification for Structural Steel Buildings* (AISC 360-10).
- AWS *Structural Welding Code – Steel* (AWS D1.1-10).
- Research Council on Structural Connection (RSCS) *Specification for Structural Joints Using High-Strength Bolts* (RCSC09).
- Historical imagery from NearMap®, Google Map®, and Google Earth® mapping programs.
- Cumberland County GIS property information and tax bill records.

PROPERTY DESCRIPTION

Photo 1 is an aerial drone view of the site, and **Photo 2** is an aerial drone view of Sub-Station No. 4 ("the building"). **Photo 3** is a drone view of the west (front) elevation of the building. Currently, the construction of the project is incomplete, and ongoing construction efforts have been suspended.

The building features two (2) primary sections: the apparatus bay and the living area. For the purposes of this report, the building shall be considered to face west towards Bragg Boulevard. The apparatus bay is a high-bay, one-story section at the north portion of the building intended for use as apparatus and equipment storage, maintenance, and training. It features a single open space with three (3) pull-through apparatus bays. The structure is primarily constructed with pre-engineered metal building (PEMB) frames, which span between the north and south walls. The exterior walls at the perimeter of the PEMB are constructed with reinforced CMU and are clad with brick veneer featuring exterior cast stone accents.

The living area is generally a one-story section at the south portion of the building primarily intended for use as training, storage, office, exercise, kitchen, bunk, and utility areas. Portions of the living area floor plan feature a second-level mezzanine and catwalk. The structure is primarily supported by a PEMB, which spans in multiple directions. The interior and exterior walls throughout the living area are primarily constructed with light-gauge metal framing, and the exterior walls are clad with brick veneer featuring exterior cast stone accents. At the mezzanine area adjacent to the apparatus bay, the walls are constructed with reinforced CMU. The roof assembly at both the

apparatus bay and living area is covered with standing seam metal panels. The foundation consists of a slab-on-ground, thickened slab areas and spread footings supporting the PEMB columns.

In addition to construction of the building, the project also includes plans for horizontal construction, including but not limited to apparatus bay aprons, drive, curb, gutter, sidewalk, hardscaping, landscaping, and a memorial constructed primarily of precast concrete components.

According to Sheet 1.00 of the construction drawings, the building consists of 18,032 square feet of gross area. It is ABS' understanding that construction began on the building circa 2022 and was suspended early 2024; therefore, it is approximately one and one-half (1 1/2) years old.

According to the plans (Sheet 1.00), the applicable building code for construction of the project was the *2018 North Carolina Building Code* (*2018 NCBC*).

REVIEWED DOCUMENTS

For an understanding of the project background information and for our assessment, ABS performed a cursory review of the following documents:

1. Fayetteville Fire Department New Sub-Station contract ("the contract") dated June 22, 2022, between W.B. Brawley Company (Brawley) and the City of Fayetteville. (**Attachment 1**)

2. Fayetteville Fire Department New Sub-Station plans ("the plans"), which include the following sections: (**Attachment 2**)
    a. Architectural drawings from Steward-Cooper-Newell Architects, P.A. (SCNA) dated January 26, 2022.
    b. Civil drawings from Moorman, Kizer & Reitzel, Inc. (MKR) dated January 20, 2022.
    c. Structural drawings from Taylor & Viola Structural Engineers, P.C. (T&V) dated January 26, 2022.
    d. MEP drawings from Optima Engineering, P.A. (Optima) dated January 26, 2022.
    e. Fire Protection drawings from Optima dated January 26, 2022.

3. Complete schedule from Brawley dated October 3, 2022. (**Attachment 3**)

4. Shop drawings as follows:
    a. Metal building shop drawing submittal from Kirby Building Systems (KBS) dated November 8, 2022; reviewed by T&V dated November 30, 2022. (**Attachment 4**)
    b. Exterior cast stone shop drawing submittal with attachment specifications from RockCast dated May 4, 2023. (**Attachment 5**)

5. Submittals from Brawley as follows:
    a. Submittal No. N/A titled "Shop Drawings" dated December 13, 2022; reviewed by T&V January 13, 2023; reviewed by SCNA January 17, 2023. (**Attachment 6**)
    b. Submittal No. N/A titled "Roof Insulation Product Data" dated December 16, 2022; reviewed by SCNA December 27, 2022. (**Attachment 7**)
    c. Submittal No. N/A titled "Cold Joint Rebar Shop Drawing" dated December 22, 2022; reviewed by T&V dated January 13, 2013 [sic]. (**Attachment 8**)
    d. Submittal No. N/A titled "Rebar Shop Drawings" dated April 20, 2023; reviewed by T&V May 9, 2023. (**Attachment 9**)
    e. Submittal No. N/A titled "Shop Drawings" dated May 16, 2023, reviewed by SCNA May 24, 2023. (**Attachment 10**)
    f. Submittal No. NA titled "Construction Joint Layout" dated June 26, 2023; reviewed by T&V dated June 27, 2023. (**Attachment 11**)
    g. Submittal No. N/A, Revision No. 2 titled "Roof Panel PD Calcs" dated July 6, 2023; reviewed by SCNA dated July 18, 2023. (**Attachment 12**)
    h. Submittal No. NA titled "Medallions Product Data & Sh [sic]" dated September 14, 2023; reviewed by SCNA dated September 25, 2023. (**Attachment 13**)
    i. Submittal No. 047206-010 titled "Engineering Letter and Analysi [sic]" dated April 5, 2024. (**Attachment 14**)

6. Product submittals as follows:
    a. Wire-Bond SureTie WS Stone Anchor. (**Attachment 15**)
    b. Wire-Bond SureTie WS Stone Anchor Z Shape. (**Attachment 16**)

7. Request for Information (RFI) as follows:
    a. RFI #30 from Leon Masonry dated April 19, 2023. (**Attachment 17**)
    b. RFI #57 from Leon Masonry dated September 13, 2023. (**Attachment 18**)

8. Construction inspection reports from SCNA as follows:
    a. Report 1677-11 dated October 4, 2023. (**Attachment 19**)
    b. Report 1677-12 dated November 1, 2023. (**Attachment 20**)

9. A schedule extension letter from Brawley dated October 18, 2023, reviewed by SCNA on January 17, 2024. (**Attachment 21**)

10. A "GPRS Scanning for Masonry Wall" letter from Froehling & Robertson, Inc. (F&R) dated March 11, 2024. (**Attachment 22**)

11. A discrepancy log from F&R dated March 15, 2024. (**Attachment 23**)

12. A "Construction Progress Observation" letter from T&V dated May 2, 2024. (**Attachment 24**)

BACKGROUND INFORMATION

On June 22, 2022, Brawley executed "the contract" with the City of Fayetteville for the construction of the project with a cost of $9,442,777. It is ABS' understanding that following the execution of the contract, construction efforts were officially scheduled to begin on or about August 29, 2022, with a scheduled substantial completion and certificate of occupant on October 30, 2023.

A letter dated December 1, 2023, from the City of Fayetteville to Brawley, provides a notice of Brawley's defaults under the contract and demands a cure for those defaults in accordance with the contract. The letter provides notice that with a failure to cure their defaults, the City of Fayetteville "*will be forced to terminate the [contract], supplement Brawley, or take other action permitted by the [contract] to ensure the proper and timely completion of the project.*" In the letter, the City of Fayetteville cites the following defaults:

1. *"Brawley has Caused Significant Delays to the Project"*
2. *"Brawley has Repeatedly Failed to Comply with the Project's Plans and Specifications"*
3. *"Repeated Safety Violations"*

It is ABS' understanding that Froehling & Robertson, Inc. (F&R) provided third-party construction administration services, which included inspection for quality assurance (QA). F&R provided a discrepancy log dated March 15, 2024, which tracked discrepancies discovered during construction. It is ABS' understanding that throughout the project, Brawley's poor scheduling of construction operations made inspection of certain project components unrealistic. As a result, F&R reportedly did not have the opportunity to inspect portions of certain building components, such as concrete and masonry reinforcement, field welding at structural steel connections, and some light-gauge metal framing components before they were inaccessible.

A letter dated April 16, 2024, from the City of Fayetteville to Brawley's counsel, Ellis & Winters LLP (Ellis), provides notice of termination for cause as a result of Brawley's continued default of its contractual obligations in relation to the project.

It is ABS' understanding that following the termination of Brawley's contract and suspension of construction of the project, no additional construction efforts have been undertaken. Various parties involved with the project have been on the site to assess the existing construction and/or determine necessary remediation for completing defective and/or incomplete work.

On August 27, 2025, ABS was retained by the City of Fayetteville for visual observations and destructive testing, procurement of investigative services from other parties, review of provided documents, and assessment of construction defects identified.

PROCEDURES

On July 24, 2025, Mr. L. Steven Moore, PE, RRC, REWC; Mr. Gabriel Marchi Molina, PE; and Mr. Charles Weiss, AIA, RRC, RWC, REWC, RBEC, all of ABS, conducted an initial site visit and cursory visual survey of the project. During the site visit, a preliminary visual review of the incomplete construction was conducted to collect background information necessary to determine a scope and protocol for future destructive testing and visual investigation. Portions of the roof, exterior elevations, interior, and site were reviewed by ABS personnel during the site visit.

On August 28, 2025, Mr. Dylan Smith, EI, of ABS, conducted a site visit to attend nondestructive testing of the underground drainage pipe systems. During the site visit, Next Level Pipe Lining (Next Level) was contracted by ABS to perform camera scoping services of select underground drainage pipes.

On September 23 and 24, 2025, Mr. Moore, Mr. Molina, Mr. Weiss, and Mr. Ryan E. Heleski, PE, also of ABS, conducted a site visit to execute a destructive testing and visual investigation protocol (**Attachment 25**) prepared by ABS to assess the alleged defects and/or omissions associated with construction of the project. During the site visit, portions of the roof, exterior elevations, interior, and site were visually reviewed, and/or destructive testing was performed. Carolina Precision Core Drilling (CPCD) was contracted by ABS to provide coring services for the concrete slab-on-ground. ABS Environmental Incorporated (ABSEI) was contracted by ABS to provide industrial hygiene services for biological growth testing. Ordcha Engineering PLLC (Ordcha) was contracted by ABS to provide engineering assessment services for portions of the project's MEP systems. Personnel from F&R were also on-site during portions of ABS' site visit and provided background information regarding the construction of the project.

In addition to Mr. Steven Bimbo, Esquire, of your firm, representatives from the City of Fayetteville and representatives from other involved parties were on site for portions of ABS' September 23 and September 24, 2025, site visit.

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Photo 1: Aerial drone view of the site.

Photo 2: Aerial drone view of the building.

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Photo 3: Aerial drone view of the west (front) elevation of the building.

OBSERVATIONS AND ANALYSIS

The following observations are related to ABS' assessment of construction defects and associated damage documented during the site visits.

In addition to the components discussed below, ABS understands and is aware of additional issues associated with, but not limited to, the construction of the training columns, mezzanine bridge light-gauge metal framing, sheathing around window openings, brick veneer color, the trash enclosure, the precast monument memorial, site soil and pavement, and the storage of materials. It is ABS' understanding that these components have been reviewed by SCNA and therefore were not included in ABS' scope or protocol for investigation.

INTERIOR CONCRETE SLABS

At the time of ABS' site visit, portions of the building's interior concrete slabs were in place. Within the apparatus bay, no slab-on-ground was in place; the plans (Sheet 3.10) indicate that the apparatus bay slab-on-ground should have been cast with 6 inches of concrete reinforced with #5 rebar spaced at 12 inches on center in each direction over a vapor barrier and 4 inches of stone base. Within the living area, the slab-on-ground was in place; the plans (Sheet 3.10) indicate that the living area slab-on-ground should have been constructed with 4 inches of concrete reinforced with 6x6 W1.4xW1.4 welded wire fabric (WWF shrinkage reinforcement) over a vapor barrier and 4 inches of stone base. According to the 2018 NCBC Section 1805.2.1, "*Where installed beneath the slab, dampproofing shall consist of not less than 6-mil… polyethylene.*" At the mezzanine, the

elevated slab was in place; the plans (Sheet 3.20) indicate that the mezzanine elevated slab should have been constructed with 3.25 inches of lightweight concrete reinforced with 6x6 W1.4xW1.4 WWF over a 2-inch 20-gauge composite metal deck. Note that multiple details within the plans indicate that the apparatus bay and living area slab-on-ground should have been constructed with 6 inches of stone base, contrary to Sheet 3.10.

During ABS' site visit, portions of the living area slab-on-ground and mezzanine elevated slab were reviewed for compliance with the plans, construction documents, and applicable codes. Specifically, ABS reviewed six (6) concrete cores drilled by CPCD and measured slab levelness and flatness across three (3) areas. The six (6) core locations were generally dispersed in an even, grid-like orientation across the living area slab (**Figure 1**). Within the living area training room and dayroom, two (2) areas measuring approximately 25 feet by 25 feet were reviewed for levelness and flatness (**Figure 2**); at the mezzanine, one (1) area measuring approximately 15 feet by 15 feet was also reviewed for levelness and flatness (**Figure 3**). Lastly, general observations of the living area slab control joints were visually reviewed. Note that the slab reinforcement at the living area slab-on-ground and mezzanine elevated slab could not be verified by ABS using an eddy current sensor since the equipment, a James Instruments Rebarscope, cannot accurately detect welded wire fabric. Instead, reinforcement was visually observed within the concrete cores; reinforcement at the mezzanine elevated slab was not reviewed.

1. For the six (6) concrete cores taken from the living area slab-on-ground, the concrete thickness measured approximately 4 inches, 4 inches, 3.25 inches, 3.75 inches, 4 inches, and 3.75 inches (**Photo 4**). The stone base measured approximately 4.75 inches, 5.5 inches, 5 inches, 6.2 inches, 4.75 inches, and 4.5 inches. The stone base was measured with a steel rod.

2. At each of the core drilling locations, a 10-mil vapor retarder was observed at the underside of the concrete slab above the stone base.

3. WWF was observed within each of the six (6) cores. Measured from the bottom of the slab core, the cover of the wire at three (3) of the cores measured approximately 1 inch; at the three (3) remaining cores, the cover of the wire measured approximately 1.25 inches, 0.75 inches, and 0.5 inches. The 4-inch diameter concrete cores each intersected one (1) parallel wire, indicating that the spacing of the welded wire fabric exceeded 4 inches. The specified WWF spacing was 6 inches.

According to ACI 117-10 Section 4.5.4, the tolerance for deviations in the thickness of slabs-on-ground is minus 0.375 inches for the average of all samples taken and minus 0.75 for an individual sample. The average thickness of the six (6) cores taken by ABS measures approximately 3.79 inches, or minus 0.21 inches from the thickness specified in the plans (Sheet 3.10). The largest core deviation measured approximately 3.25 inches, or minus 0.75 inches. Based on the measurements of the six (6) cores taken by ABS, it is ABS' opinion that the deviations in thickness of the living area

slab-on-ground are within the tolerances specified by ACI 117-10. Note that ACI 117-10 provides guidelines for samples taken, which could not be met and therefore were not followed during ABS' site visit. For example, ACI 117-10 specifies that the "*samples shall be taken within seven (7) days of placement.*" Each of the guidelines are included in Sections 4.5.4.2 through 4.5.4.6 of ACI 117-10.

The plans (Sheet 3.00) note that WWF should be placed in the center of the concrete slabs. However, the plans (Sheet 3.00) are unclear, specifying the minimum reinforcement clear cover for the concrete cast against and permanently exposed to earth as 3 inches and for slabs on grade not exposed to weather or in contact with the ground as 1.5 inches; by definition, slabs on grade are permanently exposed to earth. According to ACI 318-14 Section 20.6.1.3.1, the minimum specified reinforcement cover for concrete cases against and permanently in contact with the ground is 3 inches. Since the slab-on-ground located within the living area is cast against and in permanent contact with the ground, the welded wire should be located 1 inch below the surface of the 4-inch slab, leaving 3 inches of cover to the bottom of the slab. According to ACI 117-10 Section 2.2.3, the tolerance for deviations in reinforcement location is plus or minus 0.75 inches for vertical deviation for slab-on-ground reinforcement when the member depth is 4 inches or less. According to ACI 360R-10 Section 8.3, shrinkage reinforcement should be located "as close to the slab top surface as possible while maintaining minimum concrete cover over the reinforcement." It is ABS' opinion that the placement of the welded wire fabric at each of the six (6) cores exceeds the deviation tolerance for reinforcement location.

To assess the slab's levelness, relative elevation measurements of the slab were taken at the three (3) areas within the training room, dayroom, and mezzanine in a grid pattern spaced at approximately 5 feet. The measurements were taken using an engineer's level, a David White AL8-32. Additionally, the tested areas of the slabs were visually reviewed for surface irregularities to assess the slabs' flatness.

4. At the training room, the maximum elevation difference between any of the 36 measured locations was 0.84 inches.

5. At the dayroom, the maximum elevation difference between any of the 36 measured locations was 0.96 inches.

6. At the mezzanine, the maximum elevation difference between any of the 20 measured locations was 1.08 inches.

7. Significant irregularities in the concrete slab surfaces at any of the three (3) reviewed areas were not visually observed.

According to ACI 117-10 Section 4.4.1, the tolerance for deviations in the elevation of the top surface of slabs-on-ground is plus or minus 0.75 inches, and slabs on structural steel have no

requirement. It is ABS' opinion that the measured elevations at the living area training room and dayroom slab-on-ground indicate that the slab is not adequately level. It is ABS' opinion that the measured elevations at the mezzanine elevated slab are adequately level.

ABS visually observed the living area slab-on-ground for location and spacing of control joints.

8. The sawcut control joints observed throughout the living area slab-on-ground were generally spaced at approximately 10 to 15 feet in both directions; however, the spacing of the joints varied in some areas.

9. In at least one (1) location, the length of the control joint panel was approximately double the width of the panel, resulting in an aspect ratio of approximately 2 to 1 (**Photo 5**).

The plans (Sheet 3.01) provide a detail for the construction of control joints in the slabs, but do not specify the location or spacing of the control joints. According to the "Construction Joint Layout" submittal, comments from T&V indicate that the maximum control joint spacing for the living area 4-inch slab-on-ground is 16 feet. According to ACI 360R-10 Section 6.1.3, the recommended control joint (referred to as a contraction joint in ACI 360R-10) spacing for a 4-inch typical concrete slab is approximately 11 feet; it also specifies that the maximum aspect ratio of any panel should be 1.5 to 1 and that L- and T-shaped panels should be avoided. It is ABS' opinion that the living area slab-on-ground control joints are generally spaced in accordance with the "Control Joint Layout" submittal and ACI 360R-10, but that some control joint panels exceed the limiting 1.5 to 1 aspect ratio specified in ACI 360R-10.

ABS Recommendation: It is ABS' opinion that areas of the interior concrete slab-on-ground that do not meet these requirements should be removed and replaced or modified to meet the requirements.

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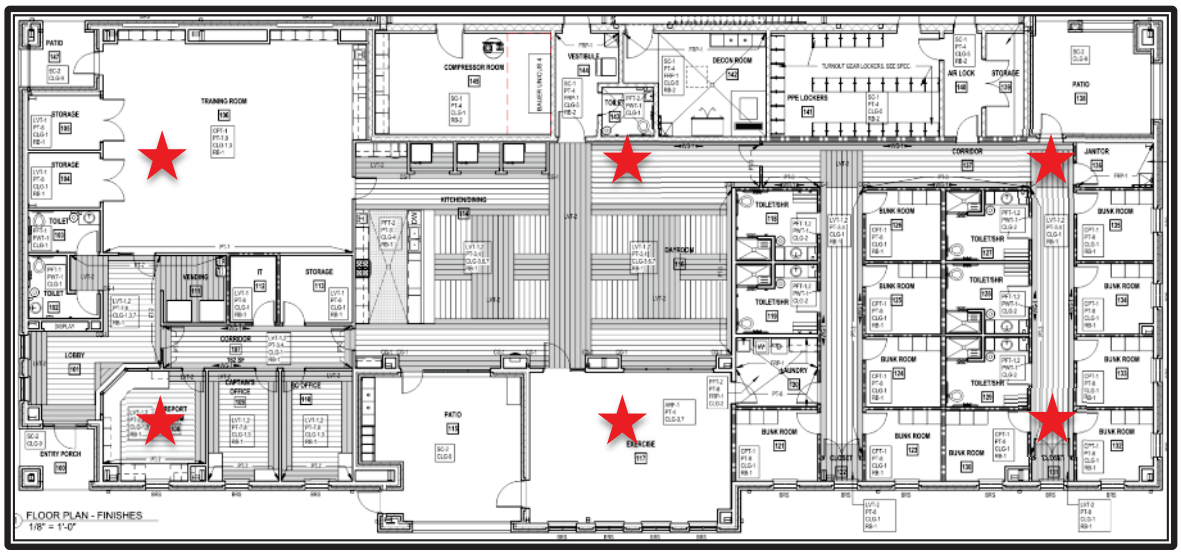

Figure 1: Partial plan of the building showing the six (6) approximate core drilling locations (stars) (cropped plan courtesy of SCNA).

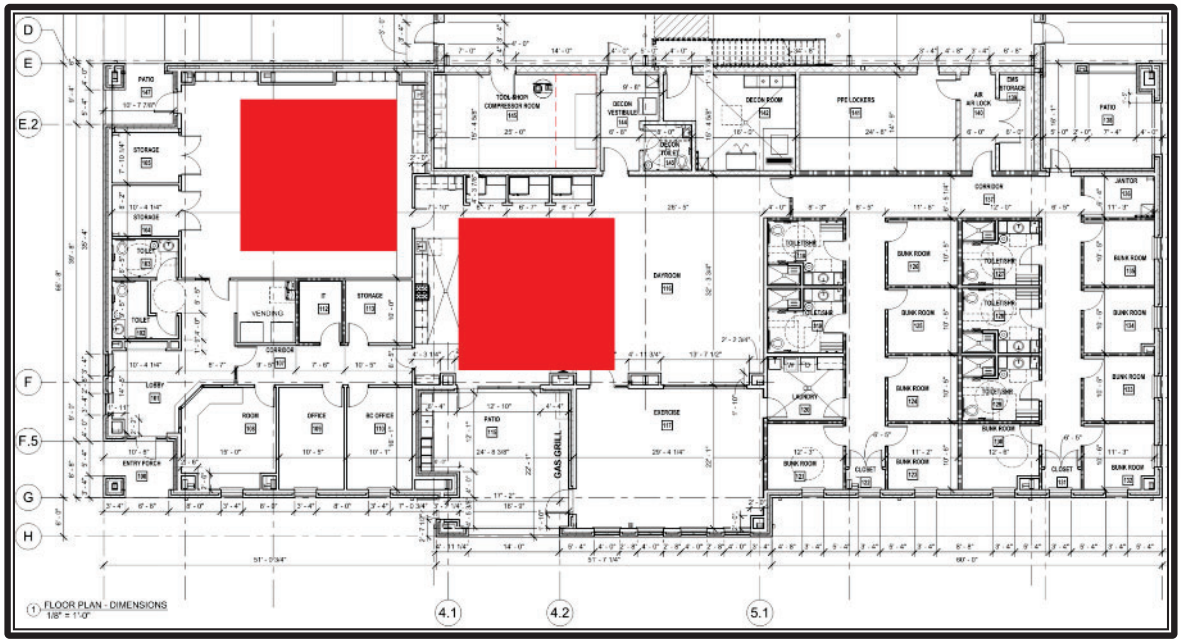

Figure 2: Partial plan of the building showing the approximate location of the two (2) levelness and flatness testing areas at the living area slab-on-ground (shaded) (cropped plan courtesy of SCNA).

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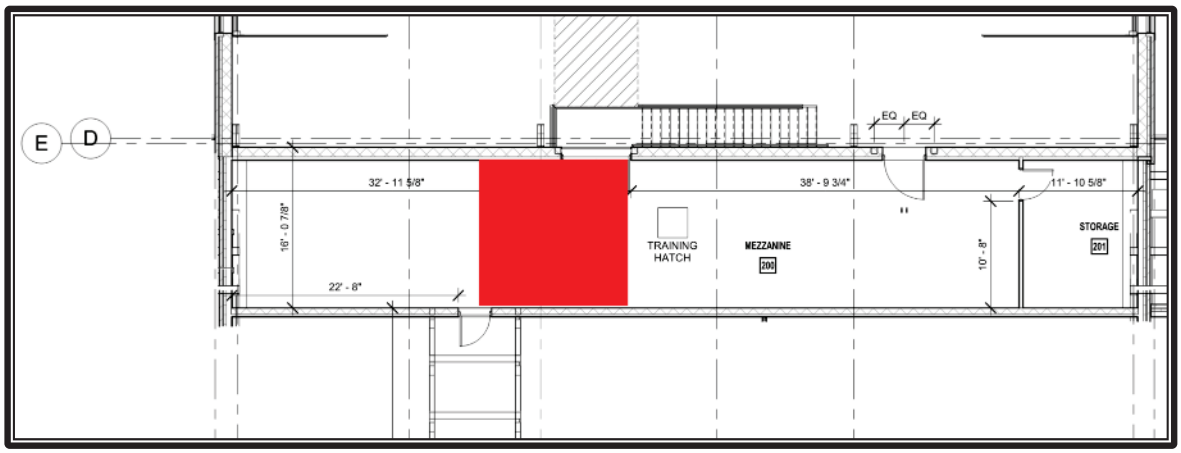

Figure 3: Partial plan of the building showing the approximate location of the one (1) levelness and flatness testing area at the mezzanine elevated slab (shaded) (cropped plan courtesy of SCNA).

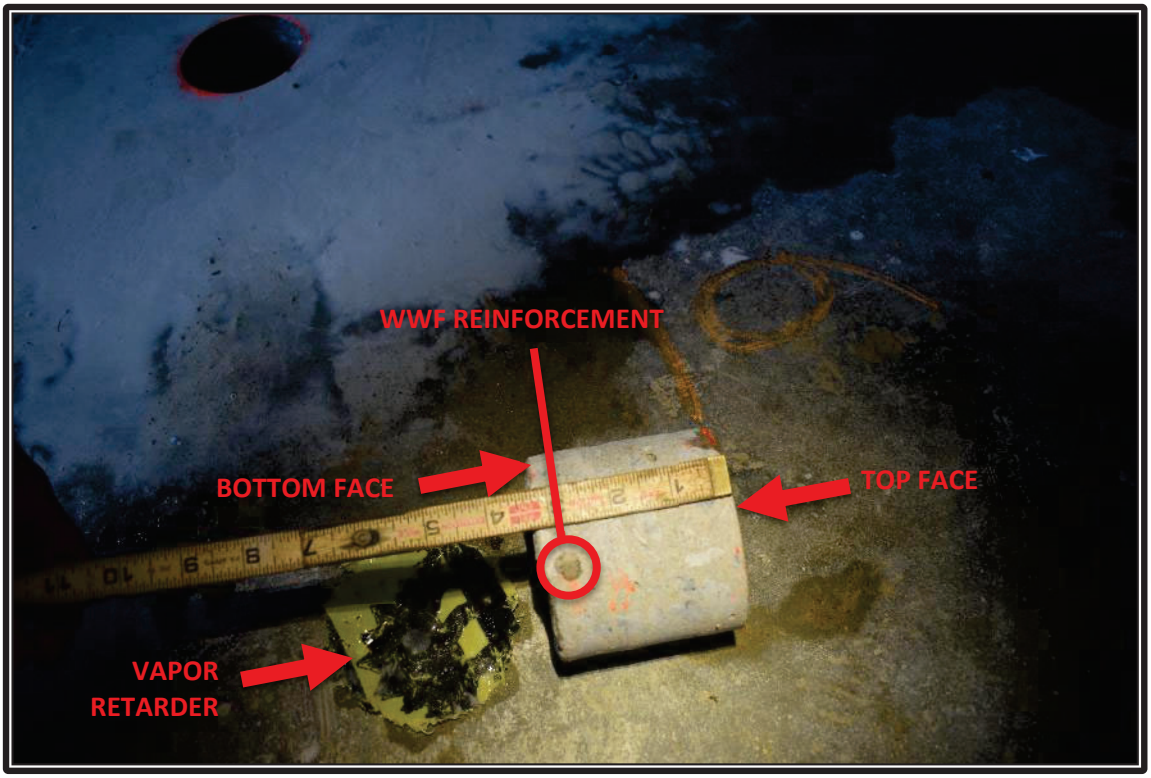

Photo 4: View of concrete core measuring approximately 3.25 inches in depth, the location of a WWF wire, and vapor retarder.

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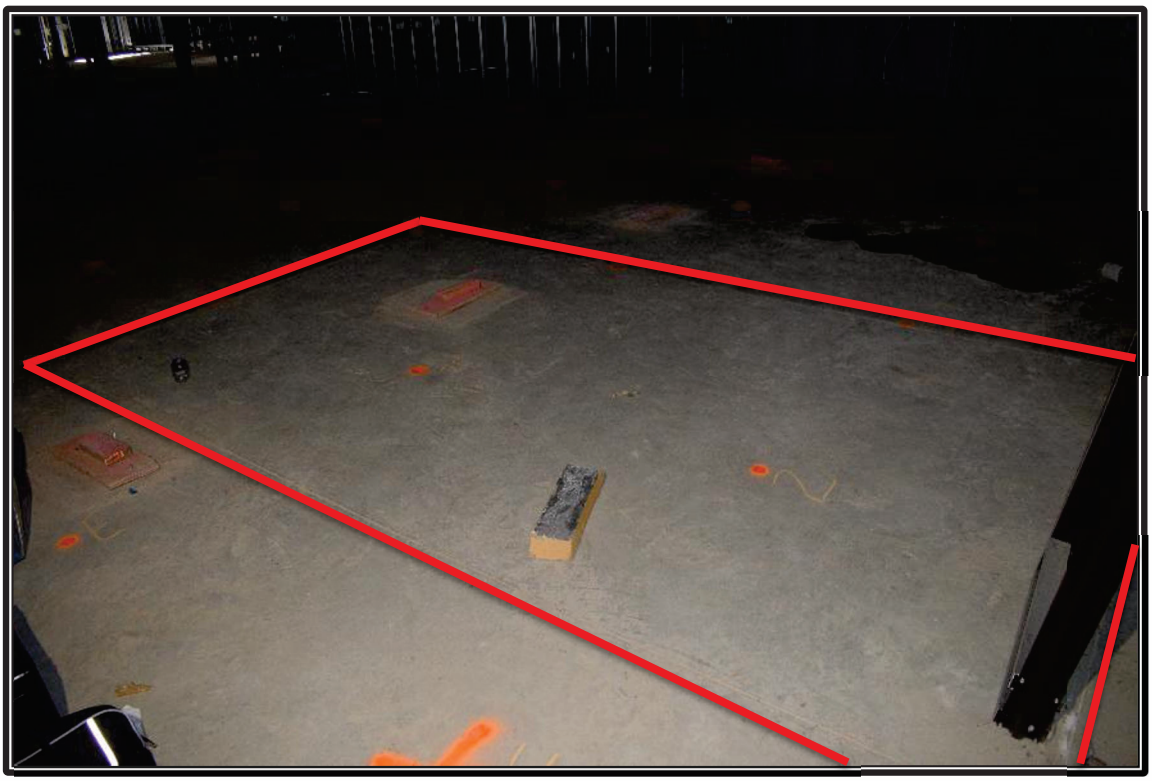

Photo 5: Representative view of a control joint panel with an aspect ratio of approximately 2 to 1 (outlined).

INTERIOR AND EXTERIOR CMU WALLS

At the time of ABS' site visit, the building's interior and exterior CMU walls were constructed; however, modifications to other building components resulted in portions of the CMU walls being demolished and thus incomplete. The CMU walls are largely load-bearing components that provide support to either vertical loading of the above structure, for example, at the mezzanine, or are designed for out-of-plane loading from wind loading. The building's CMU walls are constructed at the perimeter of the apparatus bay and around and below the mezzanine area. At the apparatus bay, the four (4) perimeter walls are constructed with 12-inch CMU. Three (3) of the apparatus bay walls are exterior walls, and the south elevation wall is an interior wall that connects to and is shared with the living area. At the mezzanine area (located within the living area directly adjacent to the apparatus bay), the walls are primarily constructed with 8-inch CMU; this includes one (1) full-height wall within the living area and partition walls below the mezzanine level.

F&R's March 11, 2024, letter summarizes their findings of the CMU wall construction from testing completed on February 26 and 27, 2024. The letter identifies areas where scanning using concrete ground penetrating radar (GPR) indicated concerns with the wall construction, including missing or inadequate reinforcement, missing grout, and improperly constructed bond beams. Areas selected for spot testing during ABS' site visit were selected in part based on F&R's findings.

During ABS' site visit, portions of the CMU walls were reviewed for compliance with the plans, construction documents, and applicable codes. Specifically, ABS reviewed six (6) areas located across five (5) different walls to assess, as was feasible, the construction of the walls. The investigation included sounding the areas of wall, scanning the wall areas using a James Instruments Rebarscope eddy current sensor, and selectively drilling 0.625-inch diameter holes through the face of the CMU. ABS' visual and destructive testing spot verified the as-built construction of reinforcement, grout, and bond beams at various conditions across the walls. Note that the eddy current sensor is limited to identification of whether reinforcement exists, not the quantity or sizing of the reinforcement.

Test Area 1 was located at the full-height mezzanine wall within the living area and was tested from the south face of the wall (**Figure 4**). The plans (Sheet 3.59) indicate that Test Area 1 should have included a bond beam at the top of the adjacent series of openings, jamb reinforcement at each opening, and typical wall reinforcement. Note that RFI #53 indicates that within the area below the HVAC openings at Test Area 1, cells should be fully grouted.

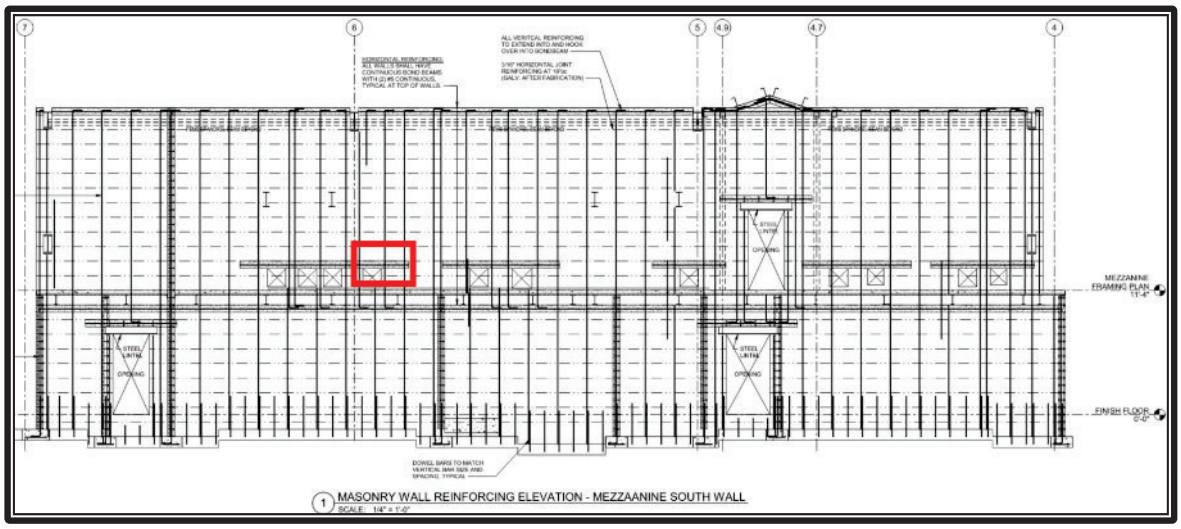

Figure 4: CMU wall elevation showing the approximate location of Test Area 1 (outlined) (cropped plan courtesy of T&V).

10. The openings at Test Area 1 were positioned such that the top of the openings were located midway through a CMU course. As a result, it appeared that the bond beam at Test Area 1 was constructed above the partial CMU course. Other openings within the same wall were located with the top of the opening level with the top of a full CMU course.

11. At the bond beam above the openings, cells appeared to contain reinforcement and be grouted.

12. Below the openings, cells appeared to be grouted but did not appear to be continuously reinforced.

13. The cells along the opening's jamb locations appeared to contain reinforcement and be grouted.

14. The presence of grout and reinforcement identified immediately below the opening was consistent with expected typical wall reinforcement.

According to F&R's March 11, 2024, letter, scanning at the cells above the openings at Test Area 1 "*did not indicate that the horizontal reinforcing steel was present.*" ABS' observations at Test Area 1 were generally consistent with the findings from F&R's letter. It appeared that the openings near Test Area 1 were located at a higher elevation than that shown on the plans (Sheet 3.59) and the shop drawings. As a result, the course directly above the opening did not appear to be constructed as a bond beam, as was detected by F&R. However, it appears that a bond beam was constructed within the full course above the openings.

Below the openings, fully grouted cells with no continuous reinforcement were observed, which was consistent with RFI #53. RFI #53 indicates that the areas below the openings do not require reinforcement but must be solid-grouted.

Test Area 2 was located at the south apparatus bay wall and was tested from the north face of the wall (**Figure 5**). The plans (Sheet 3.58) indicate that Test Area 2 should have included a bond beam at the top and bottom of the opening, a continuous bond beam at the mezzanine level, jamb and bearing reinforcement at the opening, and typical wall reinforcement.

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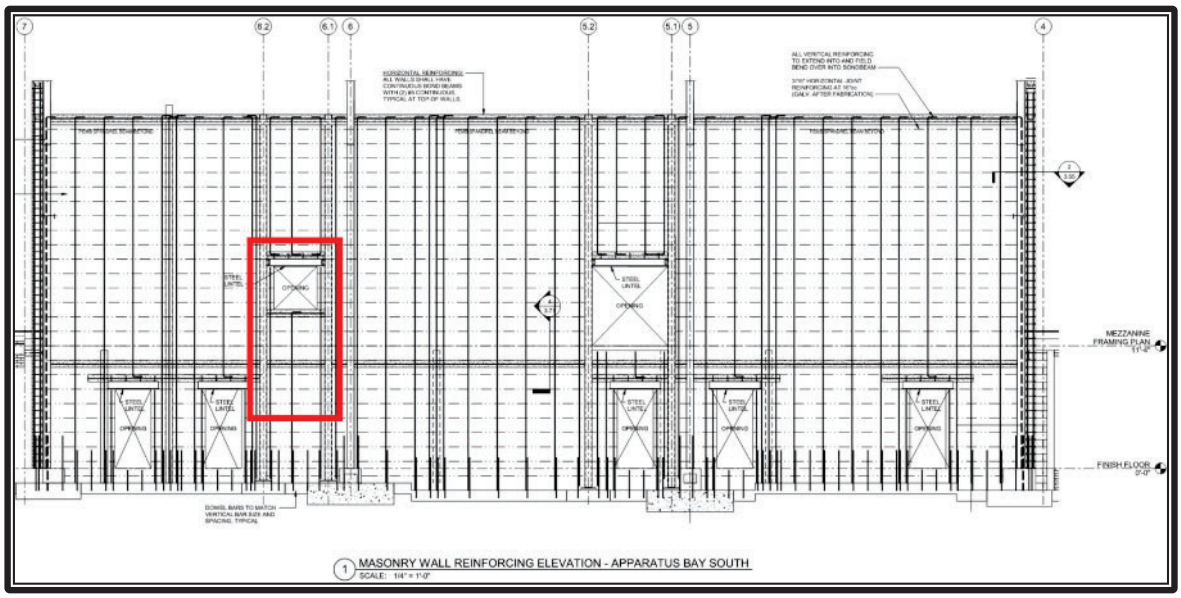

Figure 5: CMU wall elevation showing the approximate location of Test Area 2 (outlined) (cropped plan courtesy of T&V).

15. The bond beams located at the top and bottom of the opening did not appear to contain reinforcement and/or be fully grouted.

16. At the bottom bond beam, a cell without grout or reinforcement was visually observed from the sill of the opening.

17. At the top bond beam, the cells at the head of the opening above the steel lintel were exposed. Visual observation indicated that the cells were at least partially filled with debris. Holes drilled into the cells indicated that the cells were partially grout-filled above the debris.

18. Grout and reinforcement observed immediately below the opening were consistent with expected typical wall reinforcement.

According to F&R's March 11, 2024, letter, scanning at the bond beam cells below the opening at Test Area 2 "*did not indicate that the horizontal reinforcing steel was present.*" The plans (Sheet 3.58) and the shop drawings indicate that bond beams should be constructed above and below the opening at Test Area 2. Based on ABS' review, the CMU courses at these locations were not fully grouted and/or reinforced as specified.

Test Area 3 was located at the west apparatus bay wall and was tested from the east face of the wall (**Figure 6**). The plans (Sheet 3.56) indicate that Test Area 3 should have included a bond beam at the top of the adjacent opening, jamb and bearing reinforcement at each opening, reinforcement along the control joint (not shown on the plans), and typical wall reinforcement.

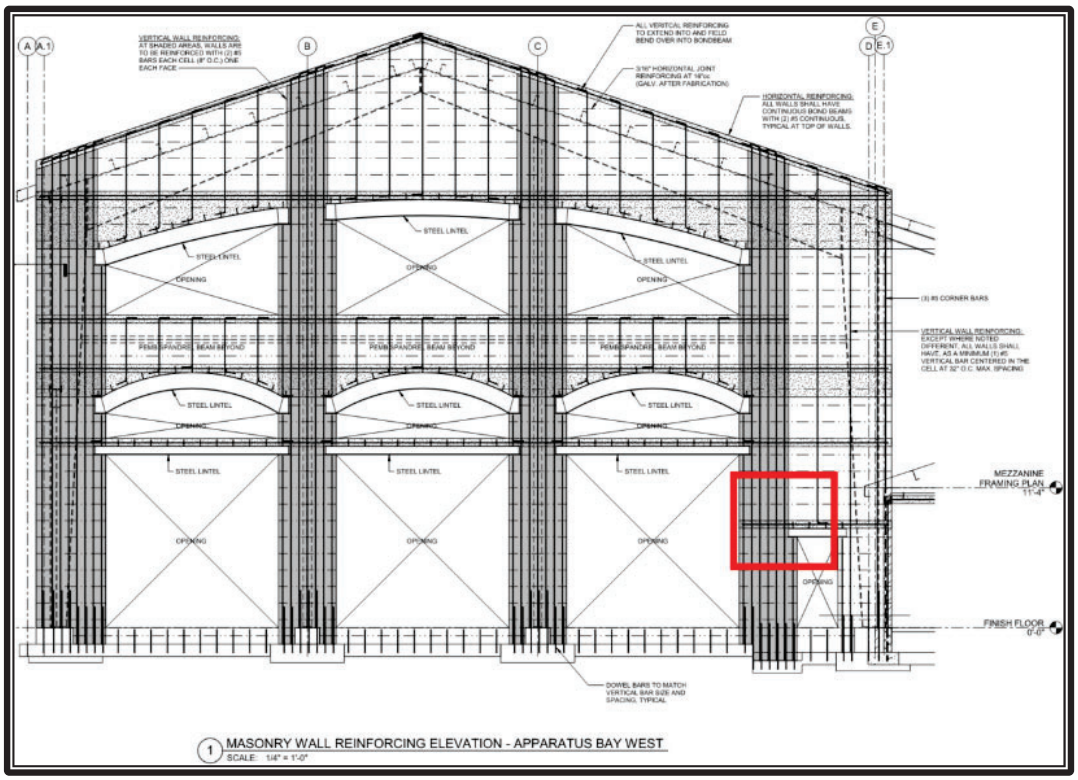

Figure 6: CMU wall elevation showing the approximate location of Test Area 3 (outlined) (cropped plan courtesy of T&V).

19. The bond beam located at the top of the adjacent opening appeared to contain reinforcement and be grouted. It appears that the bond beam reinforcement ends at the control joint located adjacent to the opening.

20. The cells along the opening's jamb and bearing locations appeared to contain reinforcement and be grouted.

21. The cells along either side of the control joint appeared to contain reinforcement and be grouted.

22. Grout and reinforcement observed in the field of the wall was consistent with expected typical wall reinforcement.

According to F&R's March 11, 2024, letter, scanning at the cells at the end of the bond beam above the opening at Test Area 3 "*did not indicate that the horizontal reinforcing steel was present.*" The plans (Sheet 3.56) and the shop drawings indicate that the bond beam above the opening should extend to the adjacent opening jamb at Test Area 3. Based on ABS' review, the cells at the end of the bond beam (beyond the control joint) were not reinforced as specified. No information for the construction of bond beams across control joints was provided in the plans or shop drawings; however, RFI #30 provides information regarding reinforcement at control joints and states "*When*

serving as primary structural reinforcement, such as bond beams located at floor and roof levels, the reinforcement should typically be continuous through the control joint." RFI #30 also provides information regarding the location of the CMU control joints, which were not shown on the plans.

Test Area 4 was located at the east apparatus bay wall and was tested from the west face of the wall (**Figure 7**). The plans (Sheet 3.55) indicate that Test Area 4 should have included a bond beam at the bottom of the opening, jamb and bearing reinforcement at the opening, corner reinforcement, and typical wall reinforcement.

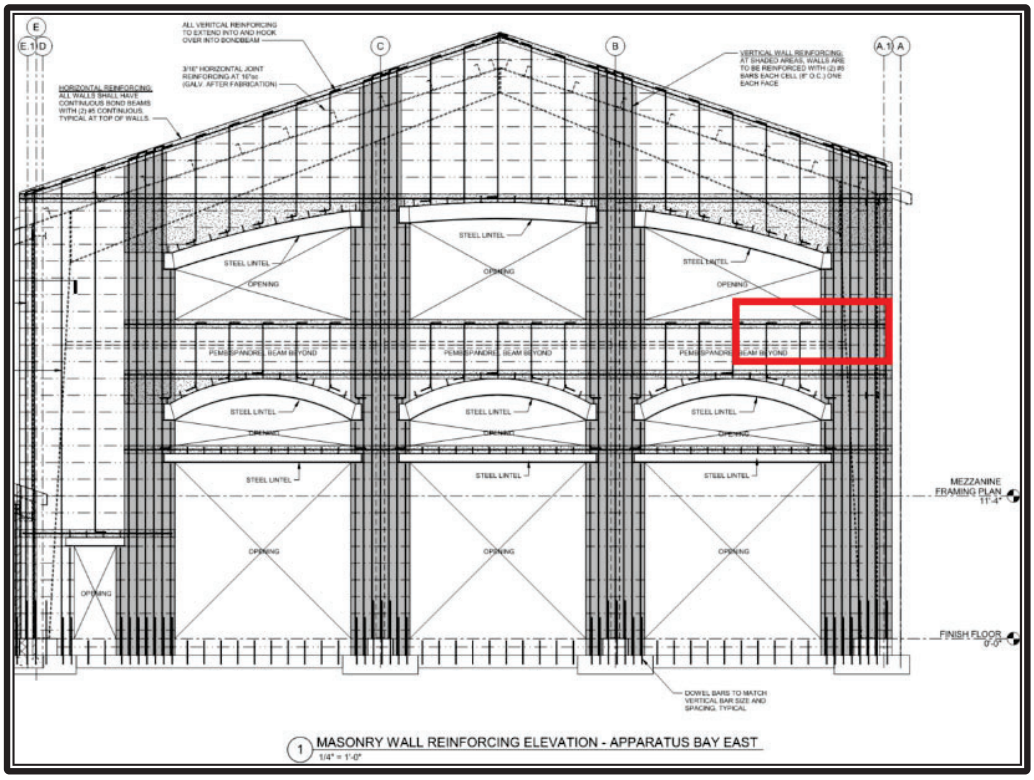

Figure 7: CMU wall elevation showing the approximate location of Test Area 4 (outlined) (cropped plan courtesy of T&V).

23. The bond beam along the bottom of the opening appeared to contain reinforcement and be grouted. Note that the eddy current sensor could not identify differences between continuous bond beam reinforcement and typical vertical wall reinforcement bent and embedded into the bond beam.

24. Where the bond beam is continuous to the corner of the CMU wall, investigation of reinforcement and grout was obstructed by the PEMB structural steel. Reinforcement at the corner could not be verified.

25. The cells along the opening's jamb and bearing locations appeared to contain reinforcement and be grouted.

26. Grout and reinforcement observed in the field of the wall were consistent with expected typical wall reinforcement.

Based on ABS' investigation, it is unclear if the bond beam at the bottom of the opening at Test Area 4 was reinforced as specified in the plans (Sheet 3.55) and shop drawings. ABS did verify that the cells were fully grouted. Reinforcement detected by ABS within the cells may be that of the bent ends of typical vertical wall reinforcement embedded into the bond beam; however, according to F&R's March 11, 2024, letter, scanning at the bond beam cells below the openings at Test Area 4 "*did not indicate that the horizontal reinforcing steel was present.*"

Test Area 5 was located at the west apparatus bay wall and was tested from the east face of the wall (**Figure 8**). The plans (Sheet 3.56) indicate that Test Area 5 should have included a bond beam at the top of the opening, jamb and bearing reinforcement at the opening, and typical wall reinforcement.

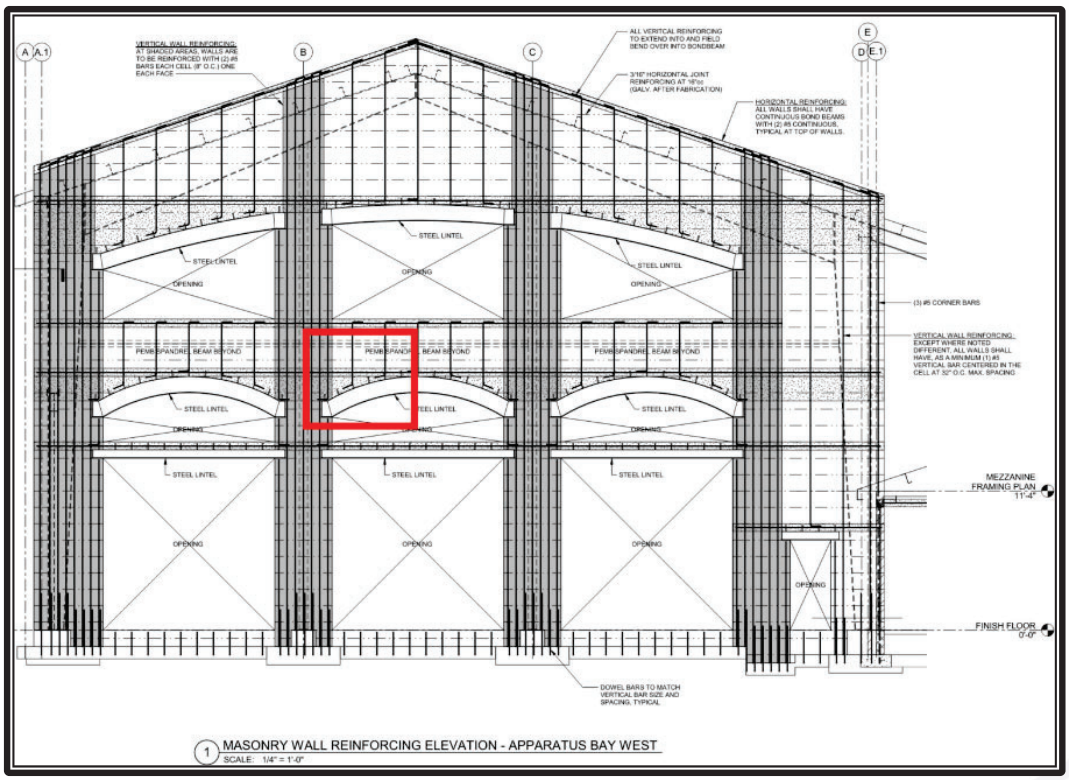

Figure 8: CMU wall elevation showing the approximate location of Test Area 5 (outlined) (cropped plan courtesy of T&V).

27. The bond beam along the top of the opening appeared to contain reinforcement and be grouted. Note that ABS' investigation could not identify differences between continuous bond beam reinforcement and typical vertical wall reinforcement bent and embedded into the bond beam. Additionally, studs from the steel lintel may have interfered with the observed reinforcement within the bond beam.

28. The cells along the opening's jamb and bearing locations appeared to contain reinforcement and be grouted.

29. Grout and reinforcement observed in the field of the wall were consistent with expected typical wall reinforcement.

Based on ABS' investigation, it is unclear if the bond beam at the top of the opening at Test Area 5 was reinforced as specified in the plans (Sheet 3.56). ABS did verify that the cells above the steel lintel were fully grouted. Reinforcement detected by ABS within the cells may be that of the bent ends of typical vertical wall reinforcement embedded into the bond beam and/or studs from the lintel extending into the bond beam; however, according to F&R's March 11, 2024, letter, scanning at the bond beam cells below the opening at Test Area 5 indicated that horizontal reinforcement was present.

Test Area 6 was located at the north apparatus bay wall and was tested from the south face of the wall (**Figure 9**). The plans (Sheet 3.57) indicate that Test Area 6 should have included joint reinforcement (not shown on the plans) and typical wall reinforcement.

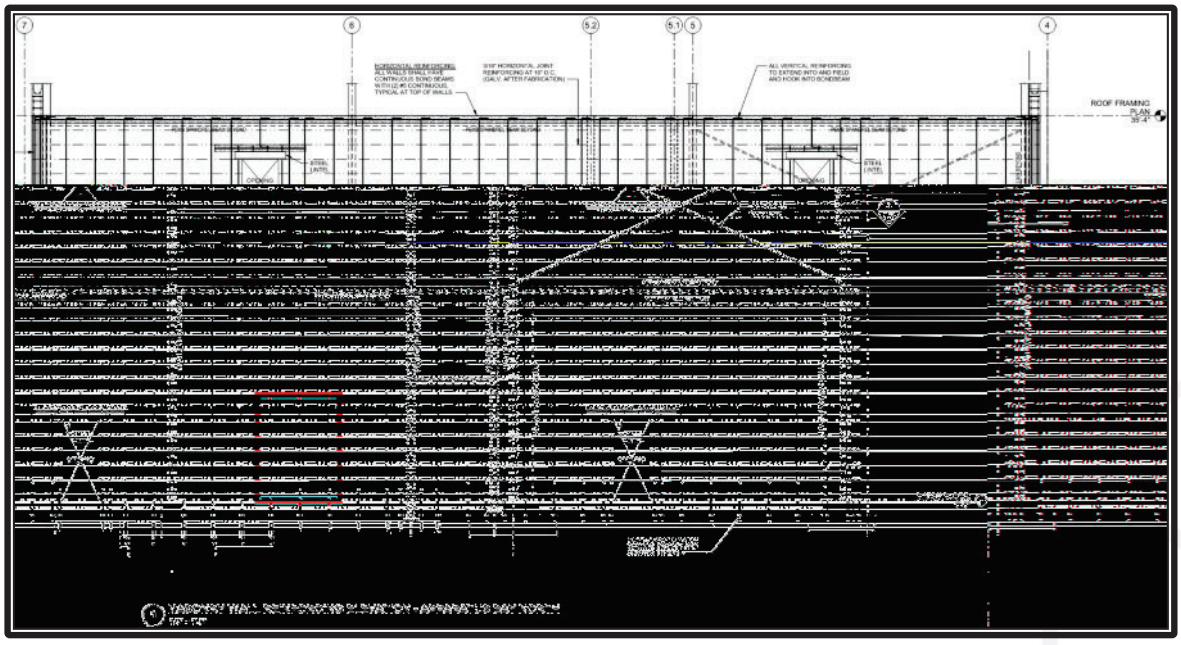

Figure 9: CMU wall elevation showing the approximate location of Test Area 6 (outlined) (cropped plan courtesy of T&V).

30. The cells along either side of the control joint appeared to contain reinforcement and be grouted.

31. Grout and reinforcement observed in the field of the wall were consistent with expected typical wall reinforcement.

32. At the control joint, ladder reinforcement within the mortar joints was observed between every other course (16 inch spacing).

Based on ABS' investigation, it appears that the CMU wall within Test Area 6 was as reinforced as specified. GPR scanning in this area from F&R's March 11, 2024, letter did not identify reinforcement issues with the wall in this area.

Based on a visual review and select destructive testing of the six (6) representative areas and a review of F&R's March 11, 2024, letter, it is ABS' opinion that multiple CMU structural components were not constructed in accordance with the plans and/or other relevant construction documents.

ABS Recommendation: Because of the extent of improperly constructed CMU walls identified in F&R's March 11, 2024, letter and/or during ABS' site visit, including at multiple critical structural components, it is ABS' opinion that the interior and exterior CMU walls should be removed and reconstructed.

EXTERIOR CAST STONE

At the time of ABS' site visit, most of the building's exterior cast stone was installed; in limited areas, primarily at the jambs and sills of some openings, some cast stone was not yet installed. All of the cast stone medallions were installed at the time of ABS' site visit. Cast stone was installed as an accent to the brick veneer cladding throughout the exterior of the building. The exterior cast stone throughout the building consisted of 11 cast stone medallions and cast stone accents around openings and other geometric building features.

During ABS' site visit, three (3) areas of the cast stone were investigated, which included limited removal of brick veneer adjacent to the cast stone and use of a Teslong Model No. TD500 articulating borescope. Using the articulating borescope, portions of the cavities behind the reviewed cast stone were observed. The primary objective of the exterior cast stone investigation was to determine if the anchorage of the cast stone was in compliance with the plans, construction documents, and applicable codes.

Test Area 1 was located at the large medallion on the west elevation of the apparatus bay above the bay door openings (**Figure 10**). In total, two (2) large medallions were installed at the exterior of the building. Investigation at Test Area 1 served as a representative sample of the construction

of the large medallions. ABS removed seven (7) partial brick veneer units located around the bottom perimeter of the large cast stone medallion.

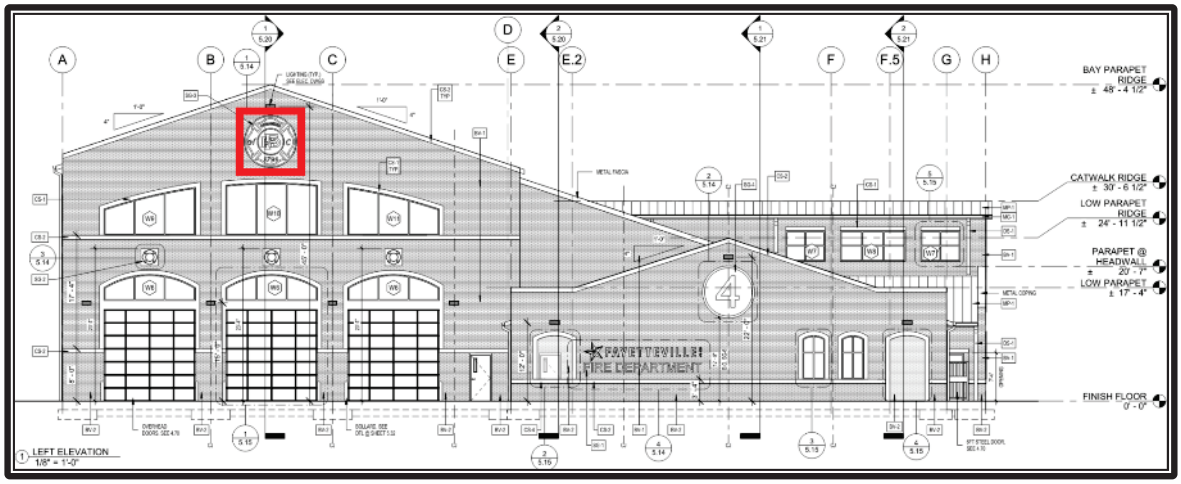

Figure 10: West exterior wall elevation showing the approximate location of Test Area 1 (outlined) (cropped plan courtesy of SCNA).

33. The cast stone medallion at Test Area 1 was comprised of five (5) individual sections of cast stone: one (1) circular section at the center surrounded by four (4) sections of a ring (**Photo 6**).

34. The bottom and outer edge of the lower ring section were observed in their entirety by means of brick veneer removal and use of the articulating borescope. Along this edge, no anchors holding the section of cast stone were observed.

35. At the joint between the lower ring section and the right ring sections, at least two (2) anchors were observed (**Photo 7**). The depth of the anchor flange into the cast stone could not be determined.

36. At the right and outer edge of the right ring section, one (1) anchor was observed. The anchor was located near the joint with the lower ring section. Other portions of the right ring section were not observed. The location of the anchor flange into the cast stone measured approximately 1.75 inches from the front face.

37. Anchoring of the left ring section, upper ring section, and center circle section could not be verified without additional brick removal.

The RockCast exterior cast stone shop drawings with attachment specifications depict the large cast stone medallion as a circle segmented into four (4) individual sector sections. The shop drawings specify that three (3) anchors should be installed within the mortar joint along the outer arc of each sector section using the Wire-Bond SureTie WS Stone Anchor Z Shape. Additionally, the shop

drawings specify that three (3) anchors should be installed within the mortar joint along the joint between each sector section using the Wire-Bond SureTie WS Stone Anchor.

The cast stone medallion at Test Area 1 does not match the depiction of the large medallion in the shop drawings. As a result, the attachment of the medallion must inherently differ from the specifications–at the very least, no attachment for the inner circular section of the medallion is provided. Given the error/discrepancy in the shop drawings, additional information in the form of an RFI should have been requested prior to installation. It is ABS' understanding that no RFI for the medallion attachment was submitted.

If the anchoring of the sector sections depicted on the shop drawings was used for installation of the ring sections at Test Area 1, missing anchors were identified. Due to the limited access and visibility, all anchors could not be identified; however, ABS was able to confirm that no anchors were installed along the bottom and outer edge of the lower ring section. The equivalent sector section from the shop drawings requires three anchors along this edge. It is ABS' opinion that the anchoring of at least one (1) section of the large cast stone medallions is not in compliance with the exterior cast stone shop drawings.

Test Area 2 was located at the southernmost small medallion on the east elevation of the apparatus bay (**Figure 11**). In total, nine (9) small medallions were installed at the exterior of the building. Investigation at Test Area 2 served as a representative sample of the construction of the small medallions. ABS removed five (5) full or partial brick veneer units located around the top, bottom, or right edge of the small cast stone medallion.

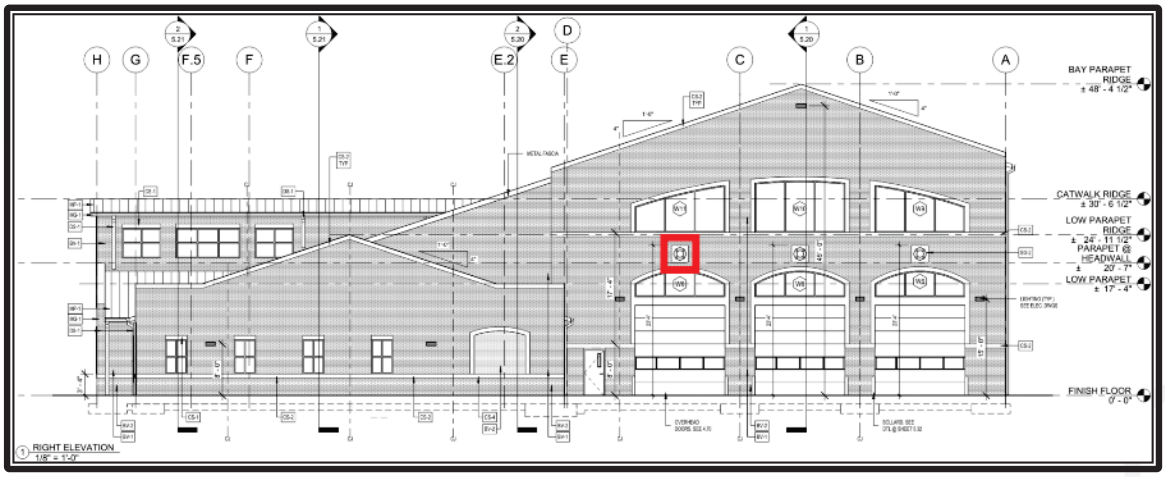

Figure 11: East exterior wall elevation showing the approximate location of Test Area 2 (outlined) (cropped plan courtesy of SCNA).

38. The cast stone medallion at Test Area 2 was comprised of a single rectangular section of cast stone.

39. The bottom edge of the cast stone was observed in its entirety by means of removal of one (1) brick veneer unit and use of the articulating borescope. Along this edge, no anchors holding the cast stone were observed.

40. The top edge of the cast stone was observed with the removal of two (2) partial or full brick veneer units. Access to the entire top edge of the cast stone was limited due to the metal lintel located at this location. At the observed portion of this edge, no anchors holding the cast stone were observed. Note that the metal lintel along the top edge of the cast stone would prevent anchoring along this edge given the observed construction.

41. The right edge of the cast stone was observed in its entirety by means of removal of two (2) partial brick veneer units and use of the articulating borescope. Along this edge, two (2) anchors holding the cast stone were observed (**Photo 8**). The depth of the anchor flange into the cast stone measured approximately 1.5 inches from the front face. Anchoring along the left edge of the medallion could not be verified without additional brick removal.

The RockCast exterior cast stone shop drawings with attachment specifications depict the small cast stone medallions with anchors at the top and bottom of the medallion. The shop drawings specify that two (2) anchors should be installed within the mortar joint along each of the top and bottom edges of the medallion using the Wire-Bond SureTie WS Stone Anchor Z Shape.

The cast stone medallion at Test Area 2 was installed with two (2) anchors along the right edge of the medallion. No anchors were installed at the top or bottom of the medallion. <u>It is ABS' opinion that the anchoring of the small cast stone medallion is not in compliance with the exterior cast stone shop drawings.</u>

Test Area 3 was located around the window opening at the south elevation of the living area (**Figure 12**). The test area included cast stone accents at the head and jambs of the window opening as well as the water table along the elevation of the brick veneer wall. ABS removed three (3) full brick veneer units located around the cast stone accents.

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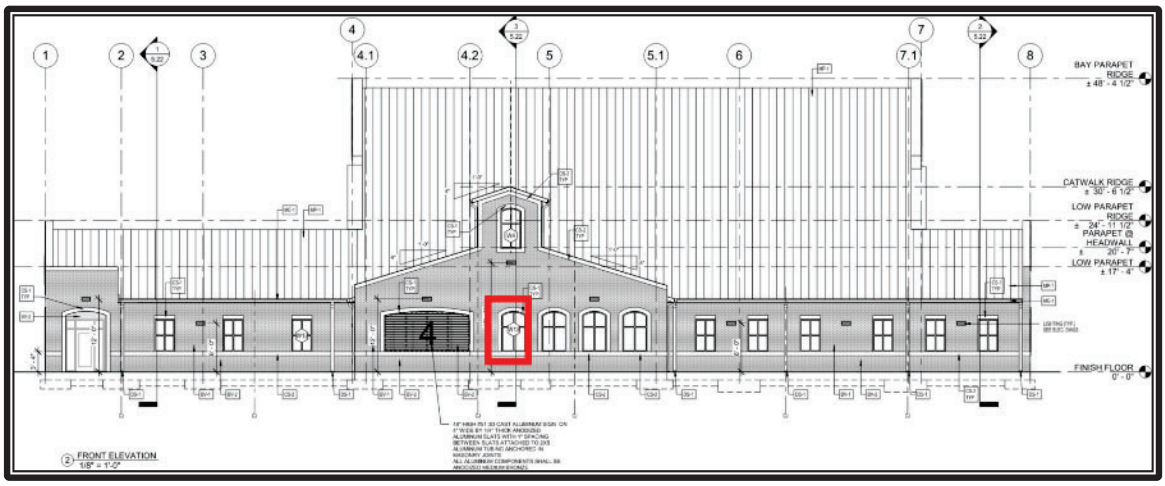

Figure 12: South exterior wall elevation showing the approximate location of Test Area 3 (outlined) (cropped plan courtesy of SCNA).

42. The cast stone accents at the jamb of the window were comprised of multiple sections of cast stone.

43. At the joint between sections of cast stone along the jamb of the window opening, an anchor was observed. The depth of the anchor flange into the cast stone could not be determined.

44. At the joint between the cast stone at the top of the jamb and the head of the window opening, no anchor was observed.

45. At the top edge of the cast stone along the head of the window, masonry wall ties were observed at each of the intersecting metal studs (**Photo 9**).

46. At the cast stone water table, masonry wall ties were observed along the top and bottom of the stone at each of the intersecting metal studs.

The RockCast exterior cast stone shop drawings with attachment specifications depict the cast stone accents with anchors within the mortar joint between adjacent sections of stone at the jamb observed at Test Area 3; it also depicts masonry wall ties within the mortar joint along the top of the head cast stone, but no spacing is provided. At the water table, masonry wall ties within the mortar joints along the top and bottom of the cast stone are depicted, but no spacing is provided.

The cast stone accents at the jamb were installed with anchors between adjacent sections; however, no anchor was observed at the section of cast stone at the top of the jamb. <u>It is ABS' opinion that the anchoring of the cast stone at this location is not in compliance with the exterior cast stone shop drawings.</u>

The cast stone accents at the head were installed with masonry wall anchors along their top edge at the intersecting metal studs; likewise, the cast stone accents at the water table were installed with masonry wall anchors along their top and bottom edges at the intersecting metal studs. While this construction may be correct, it is ABS' understanding that no construction document specifies the spacing of the masonry wall ties at these locations. Given the spacing specification omitted from the shop drawings, additional information in the form of an RFI should have been requested prior to installation. It is ABS' understanding that no RFI for the cast stone accent attachment was submitted. Therefore, it is ABS' opinion that it could not be determined if the anchoring installed at the cast stone along the head of the window opening or along the water table was adequate.

ABS Recommendation: ABS recommends that the exterior cast stone as-built conditions identified during ABS' site visit be reviewed by the cast stone manufacturer and EOR. It is ABS' opinion that if the as-built condition of the cast stone is approved by the cast stone manufacturer and EOR, no further action is required; however, if modifications to the attachment method specified by the cast stone manufacturer and EOR are required, removal of the cast stone and/or brick veneer may be necessary.

Photo 6: View of the cast stone medallion at Test Area 1.

Photo 7: Representative view of the anchors at Test Area 1 (arrows).

Photo 8: Representative view of the anchor at Test Area 2 (arrow).

Photo 9: Representative view of a masonry wall tie at the head of the window opening at Test Area 3 (arrow).

LIGHT-GAUGE METAL FRAMING

At the time of ABS' site visit, most, if not all, of the building's light-gauge metal framing was constructed. Throughout the living area, the building was structurally supported by the PEMB but was enclosed with light-gauge metal-framed walls and partitions. The plans (Sheet 3.04) indicate that the light-gauge metal wall framing was comprised of 6- and 8-inch, 18-gauge studs at 16- or 12-inch on-center spacing.

During ABS' site visit, portions of the light-gauge metal framing were reviewed for compliance with the plans, construction documents, and applicable codes. Review of the metal framing was completed with visual assessment and no destructive testing.

47. Flat metal straps were installed over pre-manufactured slip tracks (**Photo 10**). This condition appears to be an attempt to create a deeper slip track.

48. At many locations, the light-gauge metal studs had little to no clearance to the slip track, creating a condition that will allow little to no movement (**Photo 11**).

49. Bridging was missing within 12 inches of the slip track on multiple light-gauge metal walls (**Photo 12**).

50. The first row of light-gauge metal wall bridging was measured at 59 inches above the concrete slab and 72 inches on center above that (**Photo 13**). Detail 3 on Sheet 3.04 indicates a 48-inch maximum distance to the first row of bridging above the concrete slab.

51. At the arch above window openings, the upper metal track was shimmed with gypsum wallboard (GWB) at multiple locations (**Photo 14**). No box header was observed over these openings as required on Sheet 3.04 (**Photo 15**).

ABS Recommendation:
It is ABS' opinion that all non-complying components that may also be compromised due to long-term exposure to the elements should be repaired or replaced to be in compliance with the approved architectural and structural plans.

Photo 10: Representative view of the metal strapping at the slip track.

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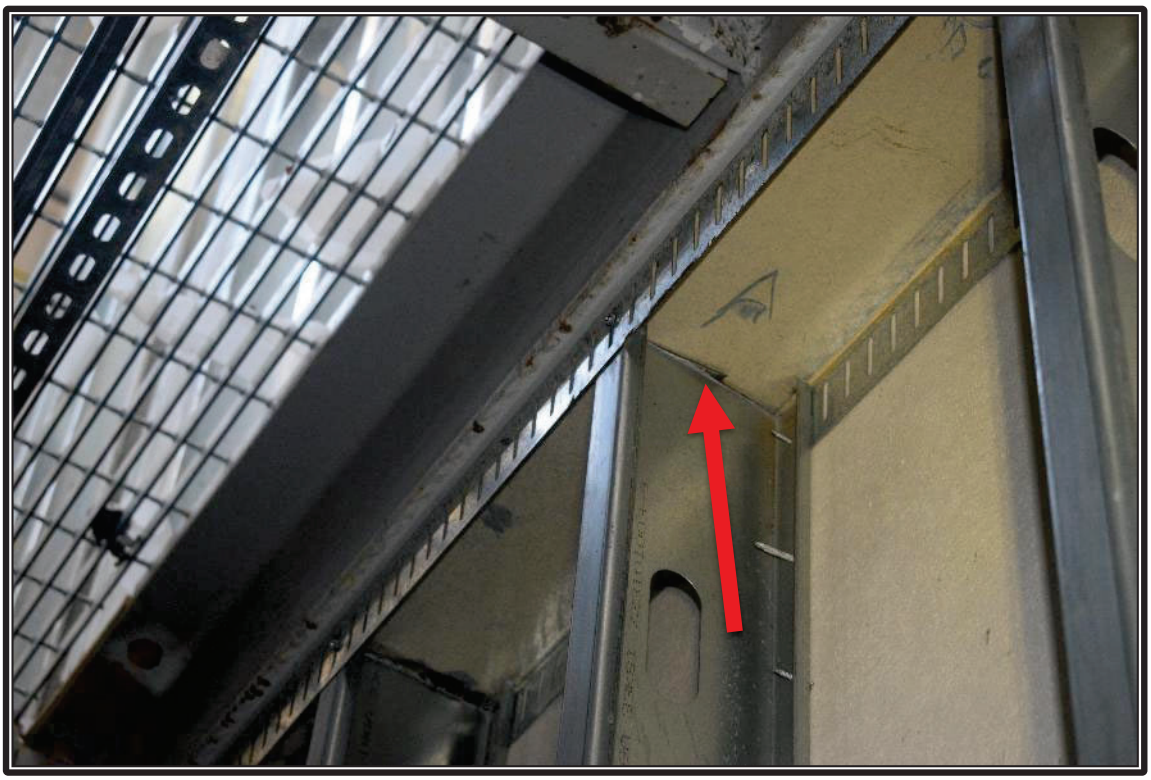

Photo 11: Representative view of a light-gauge metal stud with inadequate clearance at the slip track (arrow).

Photo 12: Representative view of the missing light-gauge metal wall bridging (oval).

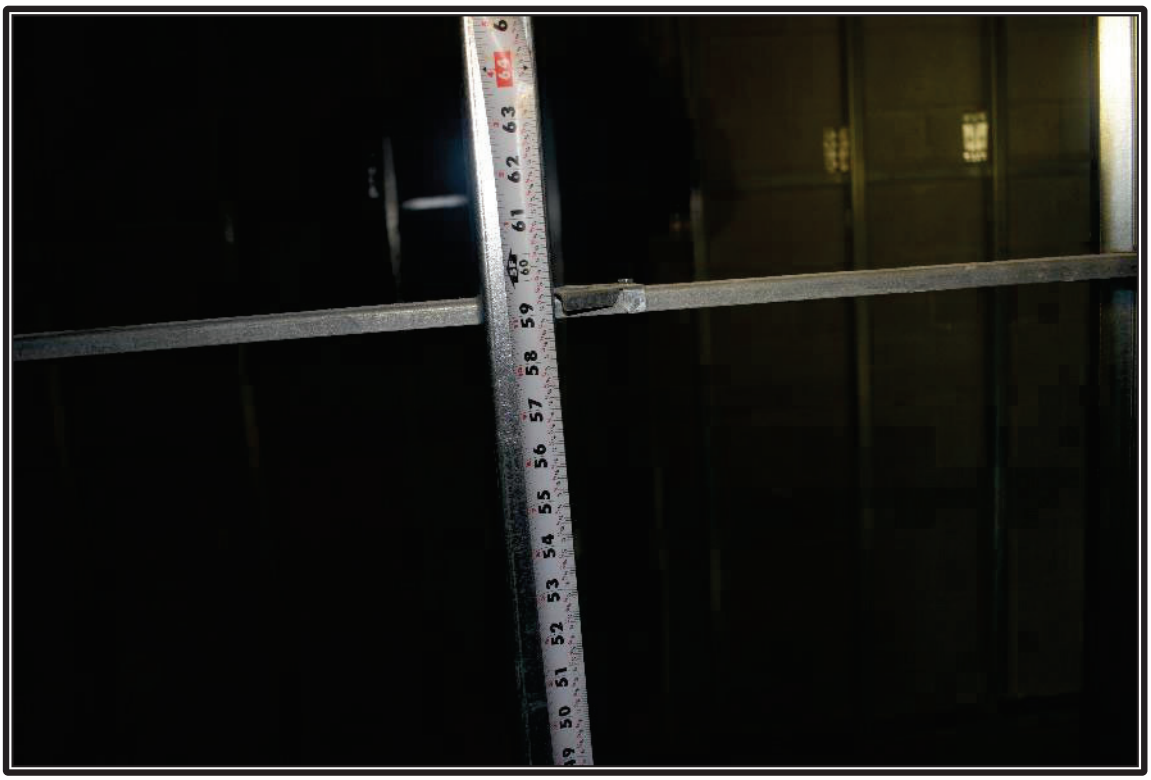

Photo 13: Representative view of the measured distance to the first row of bridging above the concrete slab.

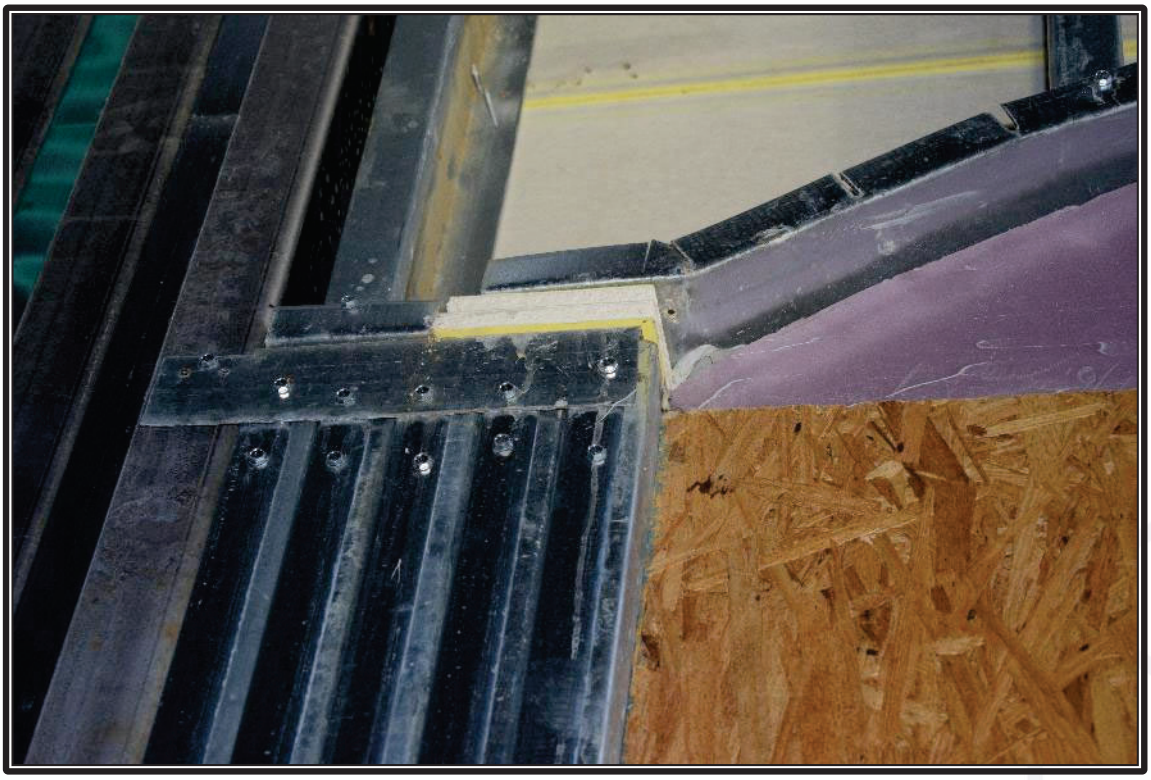

Photo 14: Representative view of GWB used as shims between the arched track and jack studs (arrow).

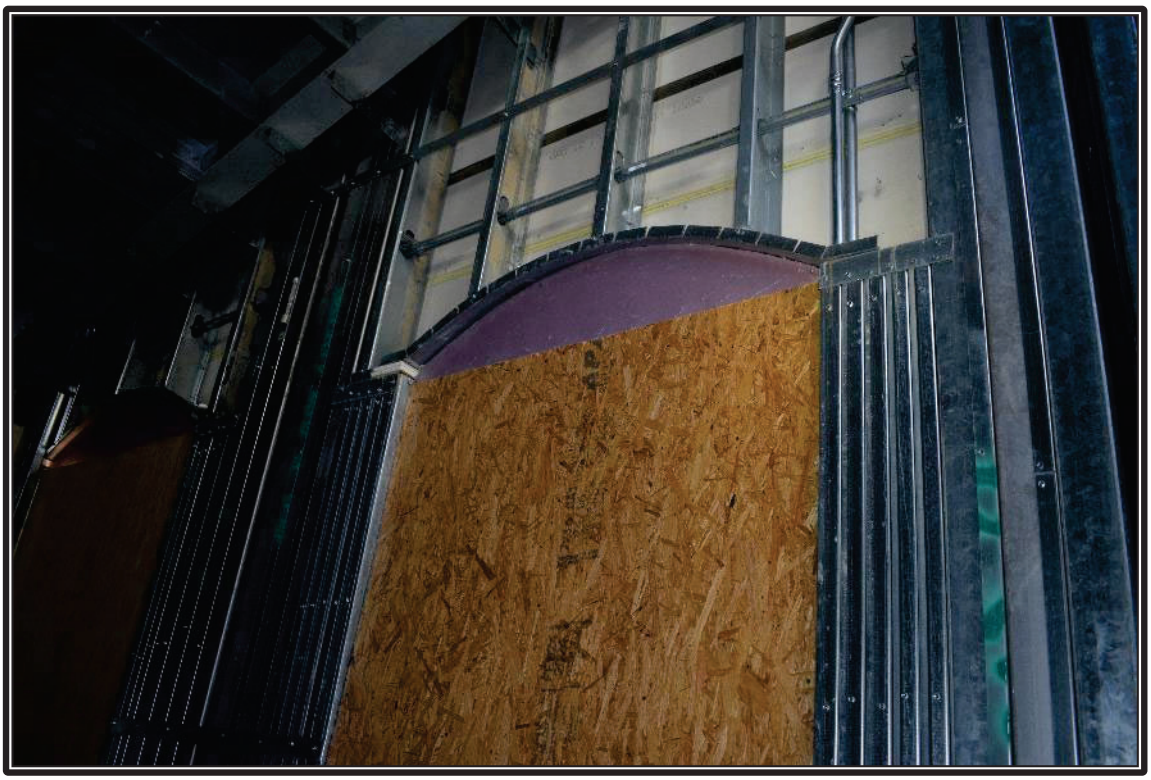

Photo 15: Representative view of an arched opening with no header.

ROOF ASSEMBLY AND ROOF STRUCTURE

At the time of ABS' site visit, the building's roof assembly was constructed over the majority of the roof structure; in limited areas, the roof assembly was incomplete. The roof structure was structurally supported by the PEMB. Above the PEMB purlins, the roof assembly was constructed with rigid insulation boards below the standing seam metal panel roof covering.

During ABS' site visit, portions of the roof assembly and structure were reviewed for compliance with the plans, construction documents, and applicable codes. In select areas, portions of the roof assembly were removed for destructive testing.

52. The primary roof slope measured approximately 4:12.

53. The width of the standing seam metal roof panels measured 16 inches wide with 2-inch standing vertical seams.

54. The two (2) layers of rigid insulation board each measured 2.5 inches thick and were 4 feet wide by 10 feet long.

55. The standing seam metal roof panels were generally seamed with a 90-degree single roll (1 phase) (**Photo 16**). At some locations, the panels were unseamed (**Photo 17**).

56. Based on the limited partial removal of select standing seam metal roof panels, it appeared that the edges of each panel were fastened to the roof structure with roof clips located at each purlin; however, no clip was installed at some purlins. Therefore, the spacing of the roof clips varied based on the spacing of the purlins below.

    At the observed areas of the roof eave, the first roof clip measured approximately 32 inches from the fascia purlin. At the fascia purlin, five (5) exposed-head screws were fastened through each panel. The screws appeared to fasten into the light-gauge metal at the end of the rigid insulation boards, which were also connected with an adhesive. It is unclear how the light-gauge metal at the end of the rigid insulation boards was fastened to the roof structure.

57. The rigid insulation boards were fastened to the roof structure with 6-inch self-tapping screws spaced in accordance with the purlin spacing (**Photo 18**). Each insulation board generally exhibited 2 or 3 fasteners. The 6-inch screws fastened both layers of insulation to the roof. Each screw was partially held in place by 5-inch by 5-inch light-gauge metal plates located at the top of the upper layer of insulation. At most observed locations, the metal plate was covered by a second metal plate of the same size, which was fastened to the bottom disc with a small screw. Where the upper insulation boards were temporarily removed by ABS, no fasteners at the bottom layer of insulation were observed.

58. The seams between rigid insulation boards were offset between each layer. Seam tape was observed along some, but not all, of the seams. At some locations, closure strips were observed at the board seams. From the interior of the building, it appeared that most of the seams along the bottom surface of the lower insulation boards were installed with a foil tape; however, some untaped seams were observed (**Photo 19**).

59. From the interior of the building, the exposed lower insulation boards appeared to be two (2) different products in various areas.

60. Approximately 36 inches of self-adhered asphalt underlayment was observed at the eave of the roof.

61. As an apparent result of sections of the roof being incomplete and exposed to the elements for an extended period of time, deteriorated sections of the roof assembly materials were observed (**Photo 20**).

62. At multiple locations, the through-wall flashing through the brick veneer extended into the roof insulation assembly (**Photo 21**). This condition permits moisture that bypasses the brick veneer to enter into the roof assembly.

63. Openings and gaps at the exterior wall-to-roof junction were observed at multiple locations (**Photo 22** and **Photo 23**). Details 1, 2, and 3 on Sheet 5.31 indicate to provide "*Dow Froth-pak in open joints as required to seal building envelope at all exterior roof wall intersections.*" Additionally, Note 14 under "*Roofing General Notes*" indicates "*G.C. to fill all void ends of [light-gauge metal] top chords (at overhang) with spray foam insulation/Froth-Pak prior to installation.*"

The "Roof Panel PD Calcs" submittal indicates that the standing seam metal panel installed at the building is the 22-gauge Loc Seam 360 panel from Nucor Building Systems. The Loc Seam 360 panels are mechanically rolled seams with a 360-degree double roll (2-phase). The panel seams throughout the roof were generally constructed with 90-degree single-roll (1-phase) seams installed. It is ABS' opinion that the standing seam metal roof panel seams were not installed in accordance with the submittal.

It is ABS' understanding that no standing seam metal roof panel roof clip spacing was directly provided in the plans or construction documents. However, in the "Roof Panel PD Calcs" submittal, comments from SCNA state to "*coordinate installation of material to reflect minimum pressure requirements listed [in the plans].*" The plans (Sheet 3.00) indicate that the components and cladding wind pressures for the various roof zones range from 43 to 150 pounds per square foot. According to the submittal, for 22-gauge panels, the span required for an uplift/wind suction pressure greater than 150 pounds per square foot is 1.0 feet. Comparing the pressures identified for the various roof zones on the plans (Sheet 3.00) to the submittal, the maximum roof clip span is as follows:

- Roof Zone 1 (43 pounds per square foot): 5.27 feet (71.6 pounds per square foot)
- Roof Zone 2 (75 pounds per square foot): 5.0 feet (76.5 pounds per square foot)
- Roof Zone 3 (110 pounds per square foot): 3.0 feet (113.0 pounds per square foot)
- Roof OH Zone 2 (95 pounds per square foot): 3.5 feet (103.8 pounds per square foot)
- Roof OH Zone 3 (150 pounds per square foot): 1.0 feet (163.1 pounds per square foot)

For a view of the zones referenced in the plans (Sheet 3.00), see the diagram from ASCE 7-10 (**Figure 13**).

According to information from the plans (Sheet 3.00) and the submittal, the roof clip spans at the corners of the roof should not exceed 3.0 feet, or 1.0 foot for overhangs. Given that the first purlin past the fascia purlin at the eave of the roof was spaced at approximately 32 inches, the roof clips at the corner overhangs cannot be spaced at less than 32 inches. It is ABS' opinion that the roof clips in some locations were not installed in accordance with information from the plans and submittal.

The "Roof Insulation Product Data" submittal indicates that the rigid insulation installed at the building is the IsoRed Max and IsoRed Max HD rigid polyiso insulation boards from Ox Engineered Products. It is ABS' understanding that fastener spacing for the rigid insulation boards was not specified in the plans. Fastener installation information within the "Roof Insulation Product Data" submittal is unclear in regard to the use of the product in roof applications. With no other information provided, ABS used product information within the submittal to best interpret applications to roofs. However, the submittal provides a table that specifies the fastener spacing over metal framing as 12 inches at the perimeter and 12 inches throughout the field. The submittal also states that boards "*used to resist transverse wind pressure or used as WRB shall be installed on studs spaced a maximum of 410 mm (16") o.c. and all [board] edges shall be located on framing or blocking.*" Given that there is no structural deck below the insulation boards, the edges of boards would require significant blocking and intermediate support spacing between purlins to meet the requirements of the submittal. Blocking along the board edges and intermediate purlin support (to meet the 16-inch spacing requirements) was not observed. It is ABS' opinion that the edge and field supports for the rigid insulation boards did not meet the requirements of the submittal. It is also ABS' opinion that the fastener spacing at the perimeter and field of the boards did not meet the requirements of the submittal.

The plans (Sheet 4.30) indicate that the seam treatment differs at the two (2) roof assemblies. Roof assembly 1 is primarily located over the living area; roof assembly 2 is primarily located over the apparatus bay. For both assemblies, seams at the top layer of rigid insulation should have been installed with a flashing tape product along the top surface. For roof assembly 1, seams at the bottom layer of rigid insulation should have been installed with a foil tape product along the bottom surface. For roof assembly 2, seams at the bottom layer of the rigid insulation should have been installed with closure strips. At the observed sections of rigid insulation boards, it appeared that the seams along the top surfaces of the upper boards were taped in accordance with the plans (Sheet 4.30). However, it appeared that seams along the bottom surfaces of the lower boards were not installed with foil tape or closure strips. Therefore, it is ABS' opinion that in some areas, the lower layer of rigid insulation boards were not installed in accordance with the plans (Sheet 4.30).

The plans (Sheet 4.30) also indicate that acoustic fiberboard over 0.5-inch hat channel should have been installed at the underside of the roof purlins in some locations. Detail 4/4.30 indicates that the fiberboard should have been installed in specified locations at roof assembly 2. The roof assembly notes on Sheet 4.30 indicate that the fiberboard should have been installed in specified locations at roof assembly 1. It is unclear where the fiberboard should have been installed. Given the error/discrepancy in the plans (Sheet 4.30), additional information in the form of an RFI should have been requested prior to installation. It is ABS' understanding that no RFI for the fiber board installation was submitted. No fiberboard at the underside of the roof purlins was observed at any location throughout the building. It is ABS' opinion that fiber board was not installed in accordance with the plans.

ABS Recommendation: Because of the extent of improper installation of the roof assembly identified during ABS' site visit and incomplete roof construction resulting in multiple points of entry for water intrusion, in addition to components now compromised due to long-term exposure to the elements, it is ABS' opinion that the entire roof assembly should be removed and replaced.

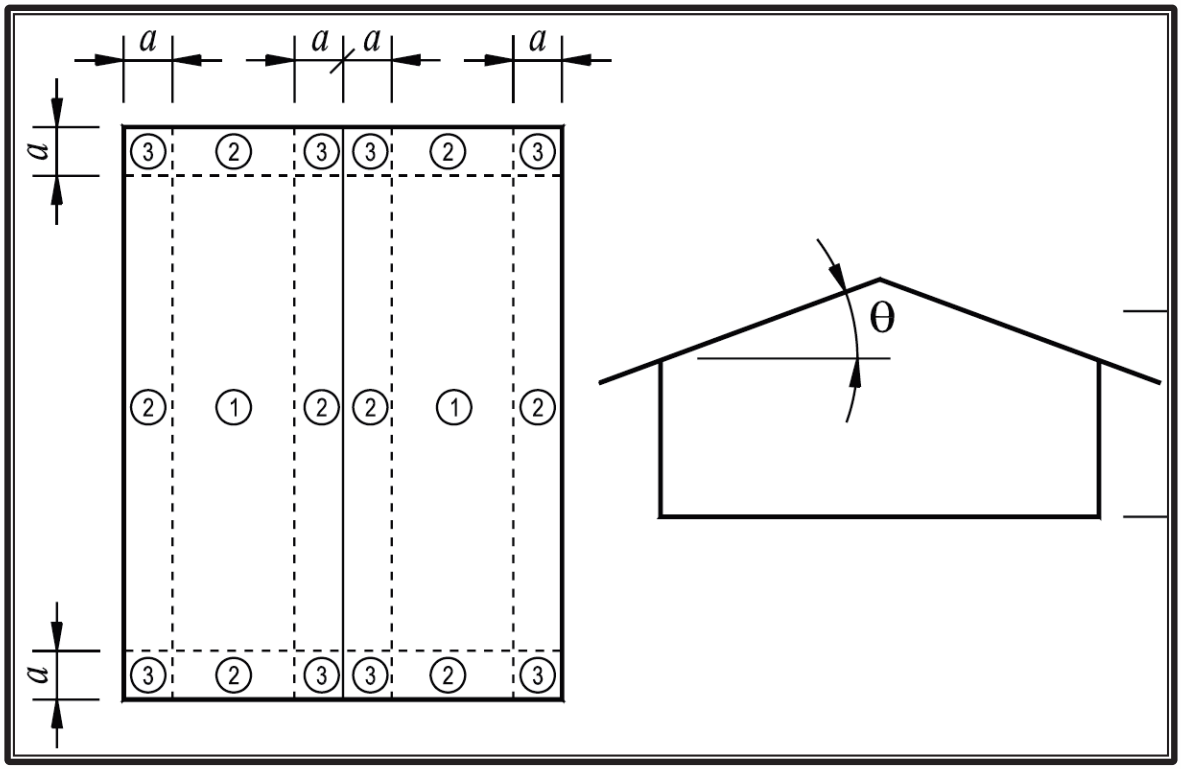

Figure 13: Wind pressure zones for gable roofs with a slope between 7° and 27° (courtesy of ASCE 7-10).

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Photo 16: Representative view of a 90-degree single roll (1 phase) standing seam metal roof panel (arrow).

Photo 17: Representative view of an unseamed standing seam metal roof panel (arrow).

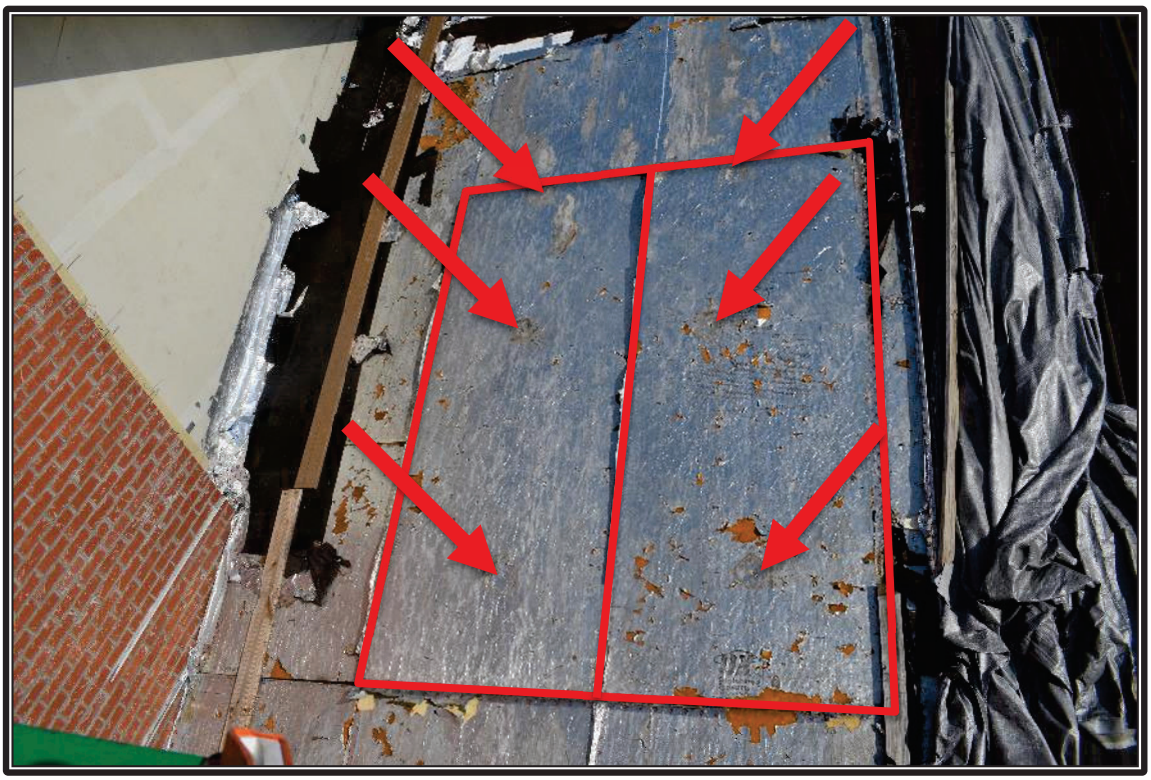

Photo 18: Representative view of fastener locations installed through the upper two (2) rigid insulation boards (temporarily removed by ABS) (arrows).

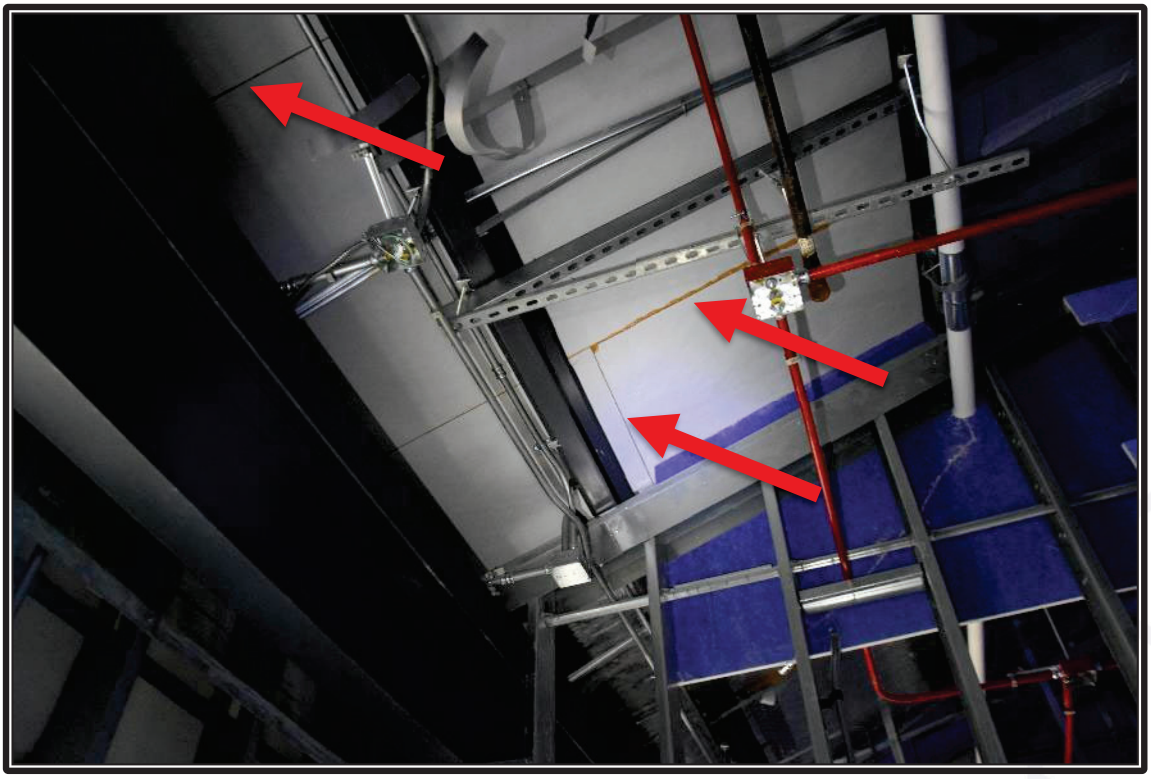

Photo 19: Representative view of seams with no tape or closure strip (arrows).

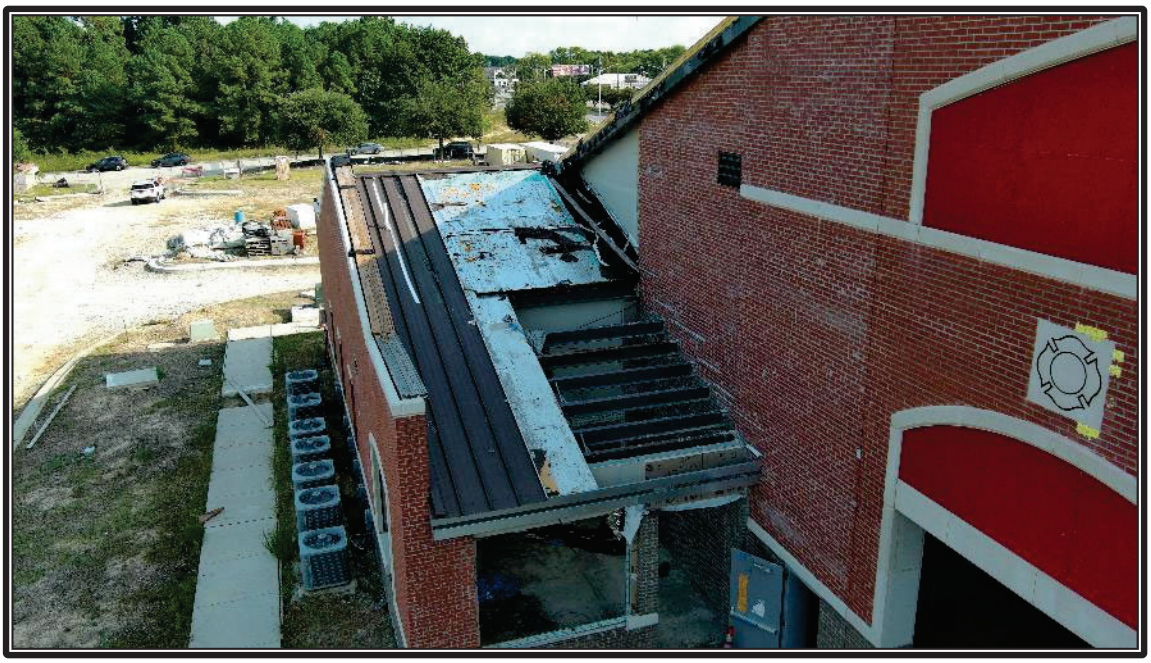

Photo 20: Representative view of deteriorated roof assembly materials at a section of incomplete roof.

Photo 21: Representative view of through-wall flashing penetrating the roof insulation.

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Photo 22: Representative view of missing spray foam insulation at the roof-to-exterior-wall interface (arrows).

Photo 23: Representative view of visible daylight through an unsealed penetration at the exterior wall sheathing.

WELDS AND BOLTS

At the time of ABS' site visit, most, if not all, of the welds and bolts throughout the building were completed throughout the PEMB structural steel at various connections. It is ABS' understanding that no welds or bolts were used for light-gauge metal framing connections.

During ABS' site visit, portions of the PEMB structural steel bolted and welded connections were visually observed for compliance with the plans, construction documents, and applicable codes. ABS' review did not include any destructive testing of the welds and bolts.

64. At many welded connections, what appear to be field welds exhibited surface corrosion and did not appear to ever be coated (with primer/paint) (**Photo 24** and **Photo 25**). The apparent field welds also exhibited significant imperfections and irregularities.

65. Four (4) PEMB beams identified by F&R were allegedly field spliced by Brawley during construction. ABS located and observed what appeared to be field-welded splices in the four (4) beams (**Photo 24**). Evidence of excessive heat in the welding process, which resulted in discoloration of the steel and improper base metal removal as evidenced by the presence of a coating, was observed.

66. At many bolted connections, the bolts and/or structural steel in the area directly adjacent to the bolts exhibited surface corrosion (**Photo 26** and **Photo 27**).

The PEMB shop drawings state that "*all welding of structural steel is based on… AWS D1.1.*" The shop drawings also state that "*all welding must be performed by AWS-qualified welders for the welding processes and positions to be used. All welding and weld prep must be completed and visually inspected to AWS acceptance criteria… in accordance with the applicable AWS standard.*" For field welds, it states that "*all field welding must be performed by AWS… certified welders who are qualified for the welding processes and positions indicated. All work must be completed and inspected in accordance with the applicable AWS… specifications,*" and that for touching up welded areas, "*restoration of the area will be performed in accordance with ASTM A 780, Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.*" Documentation such as welding procedure specifications (WPS), procedure qualification record (PQR), or welder certification from the welding subcontractor was not available to ABS to verify compliance with AWS requirements. Based on a visual assessment of the welded connections, welds that appeared to have been field welded did not exhibit workmanship consistent with an AWS-certified welder. According to AWS D1.1, Section 6.9, all welds must be visually inspected. Documentation of the visual inspections of the welds was not available to ABS to verify compliance with AWS requirements. Note that AWS D1.1 states that visual inspection and necessary correction of all deficiencies in materials and workmanship are the responsibility of the contractor. It is ABS' understanding that the required inspection reports for field welding performed have not been provided by Brawley.

It is also ABS' understanding that the installation of multiple structural steel components was not performed in accordance with the plans and/or shop drawings. Notably, it was reported to ABS that at the four (4) PEMB beams that were spliced with apparent field welds, Brawley neither acquired approval from the EOR for the splices nor performed the welding with code-required inspections. It is ABS' opinion that the apparent field welds installed at many locations throughout the building, including at the PEMB beam splices, were not likely completed by an AWS-certified welder, and that no inspection reports of those welds were provided in accordance with the requirements of the shop drawings or AWS D1.1.

For bolts, the metal building shop drawings state that "*all A490 bolts shall be 'fully-pretensioned'*" and that "*all A325 bolts in primary framing (rigid frames and bracing) may be 'snug-tight'*" except for special connections or uses defined on the shop drawings. Bolts for the connections throughout the PEMB were not specified in the shop drawings. Without further information, it is ABS' opinion that it could not be determined if the bolts installed throughout the building are adequate.

The "Shop Drawings" submittal, which provides various structural steel connection details, also specifies guides for welding and bolting. It states that "*all bolding shall conform to the requirements of the RCSC 'Specification for Structural Joints using High Strength Bolts'*" and that "*all welding shall conform to the requirements of AWS D1.1, latest edition.*" It also specifies that bolts used should be "*3/4" A325N or 1" A325N U.N.O.*" and that welding electrodes should be "*low hydrogen*" "*E70xx (SMAW), ER70S-X (GMAW), or E7X5-X (FCAW).*"

ABS Recommendation: It is ABS' opinion that all PEMB welded and bolted connections not previously inspected as part of the code-required special inspections be reviewed in accordance with code-required specifications and that all welded and bolted structural connections that were not approved during construction should be removed and weld repair designed and implemented. It is recommended that the PEMB manufacturer, Kirby, be consulted to confirm the adequacy of the field welds and bolting.

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Photo 24: Representative view of an apparent uncoated field weld with surface deterioration at a PEMB beam splice.

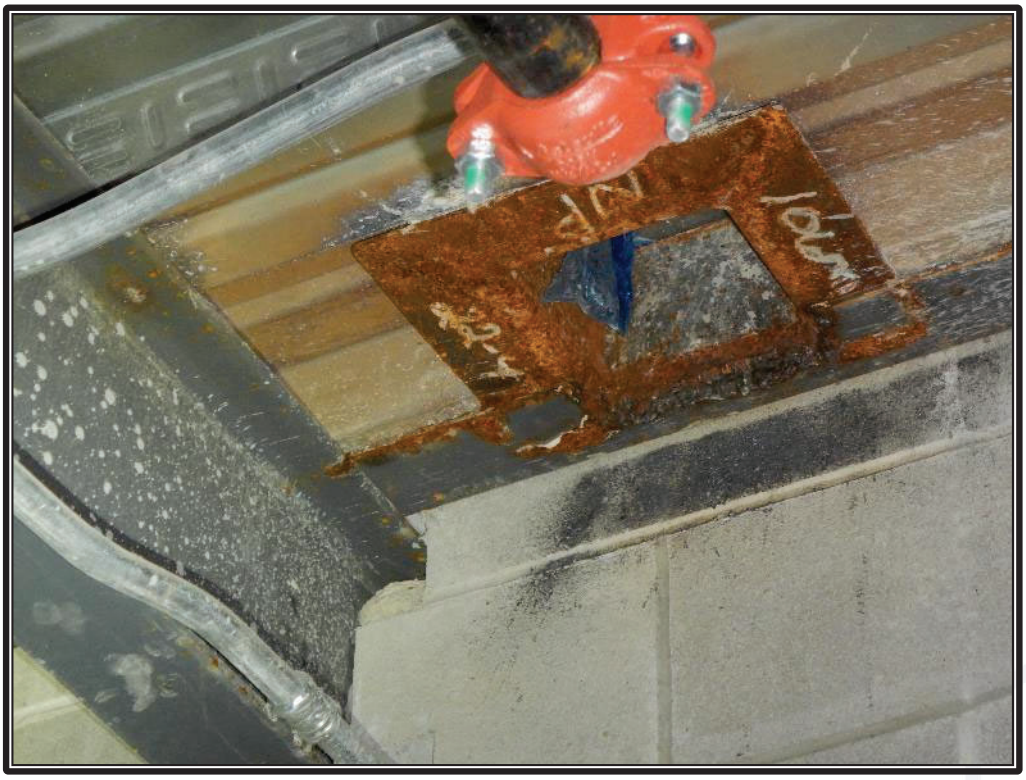

Photo 25: Representative view of an apparent uncoated field weld with surface deterioration.

Photo 26: Representative view of the bolts and structural steel with surface corrosion.

Photo 27: Representative view of the bolts and structural steel with surface corrosion.

DOMESTIC DRAINAGE PIPE SYSTEM

At the time of ABS' site visit, most, if not all, of the building's domestic drainage pipe system was constructed. A system of interconnected floor drains, plumbing drains, cleanouts, and other components was located below grade within and adjacent to the building footprint. The plans (Sheet 8.10) indicate that the below-grade drainage pipe system consists of 2-, 3-, 4-, and 6-inch pipes. Specifically, the plans (Sheet 8.00) indicate that the below-grade drainage pipe system should be constructed with service weight cast iron pipe. In general, main branches of the pipe system flow south and west; all parts of the system eventually connect to a 6-inch pipe that flows to the west.

During ABS' site visit, accessible portions of the domestic drainage pipe system were reviewed via camera scoping performed by Next Level. In total, 30 pipe stubs located throughout the building were scoped. Multiple other pipe stubs were visually reviewed by ABS where obstructions prevented camera scoping.

67. The visually observed section of the drainage pipe system appeared to have been constructed out of polyvinyl chloride (PVC) pipe.

68. At multiple locations, components of the drainage pipe system were missing.

69. At multiple locations, footage from the scoping camera indicated that water backup and/or debris filled or partially filled the pipe (**Photo 28**); further scoping into the pipe was obstructed. At some locations, the backup was located at or near the end of the pipe stub/inlet. It is possible that the water observed at some locations is held within a p-trap.

70. At multiple locations, a watery sludge backup filled the pipe (**Photo 29**); further scoping into the pipe was obstructed.

71. At one (1) location, footage from the scoping camera indicated a significant collection of debris/dirt/stone; further scoping into the pipe was obstructed. Limited excavation and removal of the pipe was required (**Photo 30**).

72. At multiple locations, footage from the scoping camera indicated that the pipe/pipe fitting joints were partially separated or poorly fit during construction (**Photo 31**).

73. At one (1) location, footage from the scoping camera indicated that the pipe/pipe fitting joints were fully separated (**Photo 32**); further scoping into the pipe was obstructed.

74. Within the apparatus bay, multiple pipe stubs were partially bent over and collapsed (**Photo 33**).

Based on the condition of the pipes observed by camera scoping, the operation of the building's domestic drainage pipe system may not function as intended. With the domestic drainage pipe system not yet in use, ABS would expect to find no water held within the pipe system, except at locations where p-traps were installed. Based on the observed locations, it appears that water was being held within the entire 6-inch pipe that all branches of the system flow into. Given that the pipe was designed and constructed properly, water should not ever be held within the pipe. It is possible that the pipe was filled as a result of an obstruction or because it was at too low of an elevation, causing the pipe it drains into to backflow into it.

Additionally, clear pipes observed at points past water/debris-filled pipes within the same pipeline likely indicate an issue with the drainage. It is possible that the pipes at this location are reverse sloped, causing the pipes to flow backwards and subsequently back up. More likely, there is an obstruction within the pipe that is holding water/debris within the pipes before the backup but leaving a clear pipe past the backup. Alternatively, it is possible that some water/debris-filled pipes were located at p-traps. Based on the issues observed, it is ABS' opinion that the domestic drainage pipe system is unlikely to function as intended when the system is loaded with a fully operational building.

The entire pipe system appears to have been constructed with PVC pipes. According to the plans (Sheet 8.00), the below-grade piping should have been constructed with cast iron pipes. Additionally, multiple pipe stubs shown on the plans (Sheet 8.10) were not observed. It is possible that the missing sections of pipes were never installed or that the concrete slab was poured over the stubs, concealing those sections of pipe. It is ABS' opinion that the domestic drainage pipe system was not installed in accordance with the plans.

ABS Recommendation: Because the drainage pipes were not constructed in accordance with the plans and will not likely function as intended, ABS recommends that the domestic drainage pipe system be removed and replaced.

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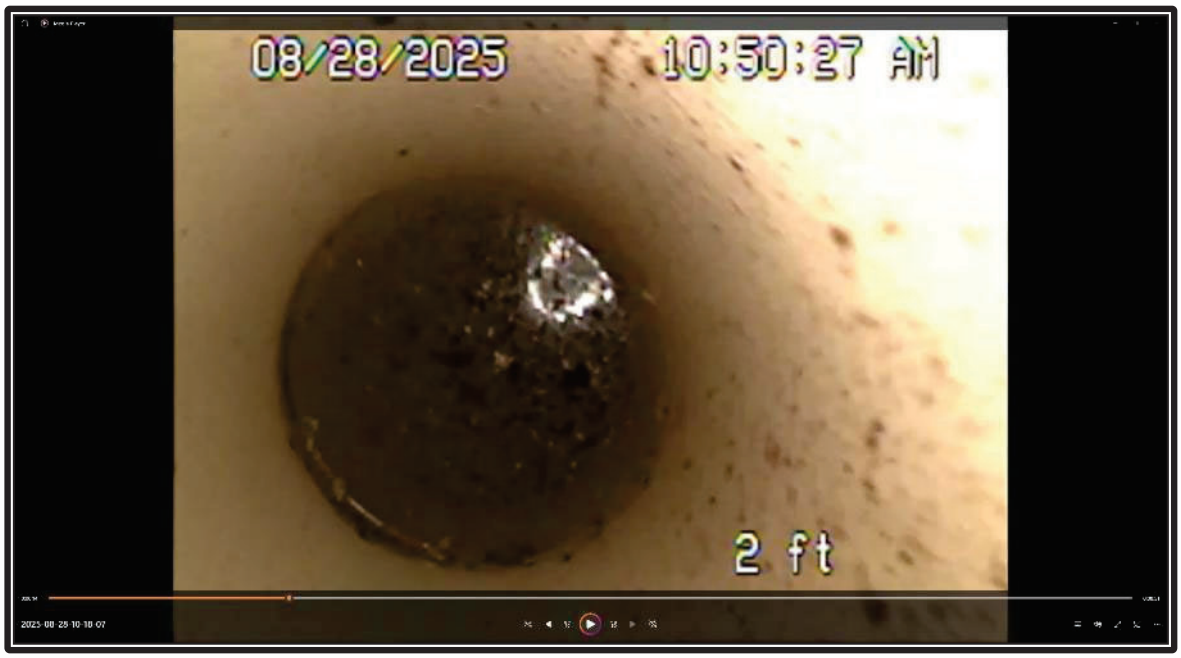

Photo 28: Representative view of a water/debris-filled pipe (courtesy of Next Level).

Photo 29: Representative view of a pipe filled with a watery sludge.

Photo 30: View of debris/dirt/stone-filled pipe.

Photo 31: Representative view of a partially separated or poorly fit pipe joint (courtesy of Next Level).

Photo 32: Representative view of a separated/cracked/collapsed section of pipe (courtesy of Next Level).

Photo 33: Representative view of partially bent over and collapsed pipe stub (arrow).

MEP SYSTEMS

During ABS' site visit, personnel from Ordcha performed an engineering assessment of portions of the building's MEP systems. On October 16, 2025, Ordcha issued a report summarizing their findings associated with the assessment (**Attachment 26**).

For a summary of Ordcha's conclusions as they related to the project's mechanical systems, see the following:

"*The following are conclusions based on the available evidence, site walk evaluation, and review of design drawings:*

- *The equipment installed, including heat pump outdoor units and indoor air handling units appears to match the specified capacities, be in good condition, and do not show signs of damage.*
- *The partially installed refrigeration line sets and ductwork serving the seven indoor units appears to match the specified sizes, be in good condition, and do not show signs of damage.*
- *The partially installed exhaust duct and dryer vent appear to be in good condition and do not show signs of damage.*
- *The infrared natural gas heaters, exhaust fans, duct heaters, kitchen hood, and ductless mini-split have not yet been installed.*
- *The thermostats controlling each respective HVAC device have not been installed.*
- *The air terminals have not yet been installed.*
- *The condensate drains for each indoor unit have not been installed.*
- *The partially installed refrigeration and duct systems upon completion are subject to pressure/leak testing as a part of startup. These tests can serve as a validation of the system's integrity.*"

For a summary of Ordcha's conclusions as they relate to the project's electrical systems, see the following:

"*The following are conclusions based on the available evidence, site walk evaluation, and review of design drawings and contractor conversations:*

- *As observed, the electrical system is in acceptable condition and may be reused as is to complete the electrical installation.*

- *Major missing components such as the generator, automatic transfer switch, and utility transformer need to be installed. Other major components, including the manual transfer switch, main panel, mezzanine sub-panels, and precast transformer pad, are installed.*

- *The lightning protection system is incomplete due to missing aerials on the lower roof section. This system was not shown on the electrical building plans and will require the review of a lightning protection engineer to verify its reusability.*

- *The cover for panel P-2 requires replacement due to damage sustained during construction.*

- *The PVC pipe from the wall to the kitchen island is not in violation of NEC 300.8 provided the PVC is used as a sleeve and NOT a raceway. This should be verified with the electrical inspector when construction begins again.*"

For a summary of Ordcha's conclusions as they relate to the project's plumbing systems, see the following:

"*The following are conclusions based on the available evidence, site walk evaluation, and review of design drawings:*

- *The equipment installed including, water heaters, circulation pumps, grease and oil separators, appears to match the specified capacities, be in good condition, and do not show signs of damage.*

- *The installed piping associated with the sanitary, oil, grease, and domestic cold and hot water appears to match specified sizes, be in good condition, and do not show signs of damage.*

- *The water heater's installation will require either a request for information (RFI) to clarify the exhaust termination –current conditions will be roughly 8' from fresh air intake.*

- *The vent, natural gas, and compressed air piping are unfinished.*

- *The fixtures and appliances are not installed.*

- *An RFI (request for information) will need to be provided clarifying the use of the shared underground pathway of domestic water piping and electrical conduit."*

INDUSTRIAL HYGIENE

During ABS' site visit, personnel from ABSEI performed an industrial hygiene assessment of portions of the building's components. On October 14, 2025, ABSEI issued a report summarizing their findings associated with the assessment (**Attachment 27**).

For a summary of ABSEI's conclusions as they relate to industrial hygiene at the building, see the following:

"*Visible evidence of fungal growth was observed on various construction components within the building. Laboratory results for eight (8) samples collected within the building confirmed the presence of fungal growth on six (6) samples. The fungal growth should be properly remediated by a qualified mold remediation contractor.*"

COMPLETION OF SPECIAL INSPECTIONS

During ABS' site visit, personnel from F&R provided information about building components for which special inspections may be required but were not performed. The following list provides which components reportedly did not receive special inspections in accordance with building code requirements and/or have been identified by F&R as possible construction deficiencies:

- Construction of multiple masonry pours, including at the bond beam and opening reinforcement. Concrete GPR scanning summarized in F&R's March 11, 2024, letter indicates that some of those pours are inadequately constructed.
- Construction of the tie beam reinforcement, which was not installed and properly connected to the PEMB column foundations. No repair has reportedly been approved by the EOR.
- Installation of diamond dowels at the west elevation concrete slab-on-ground apparatus bay apron/drive.
- Construction of field-welded PEMB beam splices, which were reportedly not approved by the EOR and were not completed in accordance with code-required specifications.
- Welder certifications and qualifications that did not meet code-required specifications.
- Installation of deteriorated bolted PEMB structural steel connections.
- Installation defects associated with the erection of the PEMB structural steel.
- Construction of the apparatus bay training columns.
- Construction of light-gauge metal framing components, including discrepancies from the shop drawings, installed details that were not approved by the EOR, and missing and/or damaged components.

According to the 2018 NCBC Section 1705.1.3, special inspections are required for buildings that are Risk Category IV in accordance with Table 1604.5. Table 1604.5 defines buildings used as fire stations as Risk Category IV, and the structural drawings confirm the Risk Category IV; therefore, special inspections are required for the project.

According to the 2018 NCBC Section 1703.2, special inspections require written approval after satisfactory completion of the required tests and submission of test reports.

According to the 2018 NCBC Section 1705.2.1, special inspections of structural steel shall be in accordance with AISC 360-10, which discusses the inspection of welding, nondestructive testing of welded joints, inspection of high-strength bolting, and other inspection task requirements.

According to the 2018 NCBC Section 1705.3, special inspection of concrete construction shall be in accordance with Section 1705.3 and Table 1705.3.

According to the 2018 NCBC Section 1705.4, special inspection of masonry construction shall be in accordance with TMS 402-13 and TMS 602-13.

According to the 2018 NCBC Section 1705.6, special inspection of soils shall be in accordance with Section 1705.6 and Table 1705.6.

According to the 2018 NCBC Section 1705.12.5, special inspection of architectural components such as cladding and exterior veneer shall be required.

According to the 2018 NCBC Section 1705.12.6, special inspection of electrical components such as anchorage of electrical equipment for emergency power systems shall be required.

According to the 2018 NCBC Section 1705.7, special inspection of fire-resistant penetrations and joints shall be required.

ABS Recommendation: ABS recommends that all components that require special inspections in accordance with the 2018 NCBC but were not specially inspected or where adequate documentation for the inspection was not provided be removed and replaced or testing conducted if sufficient access is available to conduct the required testing.

CONCLUSION

As discussed in this report, ABS has investigated and conducted an assessment of the City of Fayetteville Fire Department New Sub-Station No. 4 for construction defects, including, but not limited to, interior concrete slabs, interior and exterior concrete masonry unit (CMU) walls, exterior cast stone, light-gauge metal framing, roof assembly and roof structure, welds and bolts, domestic

drainage pipe system, MEP systems, industrial hygiene, and completion of required special inspections.

Our evaluation determined that numerous components do not conform to the construction documents or applicable code requirements. Given the widespread nature of these defects, limited accessibility to certain systems, damage that has resulted from the incomplete building enclosure, and the proprietary design of the pre-engineered metal building (PEMB), repairs are neither economically practical nor technically feasible. Accordingly, it is ABS' recommendation that the existing building be completely demolished, including the superstructure, foundations, and remaining systems that are installed to allow for reconstruction of the building.

LIMITATIONS

This report has been prepared based on information available at the time and in accordance with generally accepted engineering practices and standards. This report represents ABS' review of the items specifically identified within the report and, by no means, should be taken as liability and/or acceptance of any item not specifically addressed herein. ABS reserves the right to make revisions should additional information become available that affects our observations and conclusions. This report is for the sole use of the client for its intended purpose and is not transferable to other entities, locations, or projects. If you have any questions regarding this report, feel free to contact us.

Cordially,

APPLIED BUILDING SCIENCES, INC.
North Carolina Engineering Firm License Number C-2773

November 12, 2025

L. Steven Moore, PE, RRC, REWC

Larry Steven Moore

Digitally signed by Larry Steven Moore
Date: 2025.11.12 08:25:15 -05'00'

Digitally signed by Gabriel M Molina
DN: CN=Gabriel M Molina, dnQualifier=A01410D00000198190A58AC000B6FF4, O=APPLIED BUILDING SCIENCES, C=US
Date: 2025.11.12 09:20:18-05'00'

November 12, 2025

Gabriel Marchi Molina, PE

Enclosures:

Attachment 1 – Fayetteville Fire Department New Sub-Station contract
Attachment 2 – Fayetteville Fire Department New Sub-Station plans
Attachment 3 – Complete schedule
Attachment 4 – Metal building shop drawing
Attachment 5 – Exterior cast stone shop drawing
Attachment 6 – "Shop Drawings" submittal
Attachment 7 – "Roof Insulation Product Data" submittal
Attachment 8 – "Cold Joint Rebar Shop Drawings" submittal
Attachment 9 – "Rebar Shop Drawings" submittal
Attachment 10 – "Shop Drawings" submittal
Attachment 11 – "Construction Joint Layout" submittal
Attachment 12 – "Roof Panel PD Calcs" submittal
Attachment 13 – "Medallions Product Data & Sh [sic]" submittal
Attachment 14 – "Engineering Letter and Analysi [sic]" submittal
Attachment 15 – Wire-Bond SureTie WS Stone Anchor product submittal
Attachment 16 – Wire-Bond SureTie WS Stone Anchor Z Shape product submittal
Attachment 17 – RFI #30
Attachment 18 – RFI #57
Attachment 19 – Report 1677-11
Attachment 20 – Report 1677-12
Attachment 21 – Schedule extension letter
Attachment 22 – "GPRS Scanning for Masonry Wall" letter
Attachment 23 – Discrepancy log
Attachment 24 – "Construction Progress Observation" letter
Attachment 25 – ABS Construction Deficiency Investigation Protocol
Attachment 26 – Ordcha Fayetteville Fire Station #4 Evaluation
Attachment 27 – ABSEI Fayetteville Fire Station #4

City of Fayetteville

433 Hay Street
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City Council Action Memo

File Number: 26-0036

Agenda Date: 2/9/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Other Items of Business

Agenda Number: 12.02

TO: **Mayor and Members of City Council**

THRU: **Douglas J. Hewett, ICMA-CM, City Manager**

FROM: **John Jones, Office of Community Safety Director**
Nichelle Gaines, Office of Community Safety Manager

DATE: **February 9, 2026**

RE:
Receive Presentation on the Cost of Gun Violence Study

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal I: The City of Fayetteville will be a safe and secure community

Executive Summary:
This item provides a briefing on the UNC Charlotte Urban Institute final findings from the Cost of Gun Violence Study. The study was conducted in Fayetteville to evaluate the costs associated with gun violence over a four-year period from 2021-2024.

Background:
During the February 6, 2023, City Council Work Session, Former Council Member Benavente requested a cost of gun violence study to help quantify the economic and societal costs associated with gun violence. Consensus of Council was to move the request forward and ensure the study included input from health care providers, schools, and courts.

Issues/Analysis:
The UNC Charlotte Urban Institute team will provide a brief presentation and respond to questions from Council. The full report has been included in the agenda packet.

Budget Impact:
There is no new budgetary impact associated with the presentation. The study was previously authorized and funded.

Options:
Receive the presentation.
Do not receive the presentation and provide staff with direction.

Recommended Action:

Receive the presentation.

Attachments:
UNC Charlotte Urban Institute “Foundations of Violence Prevention in Fayetteville, North Carolina” final report

FOUNDATIONS OF

VIOLENCE PREVENTION

in Fayetteville, North Carolina

URBAN INSTITUTE

590

ACKNOWLEDGEMENTS

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The **UNC Charlotte Urban Institute** is our region's applied research and community outreach center. We seek solutions to the complex social, economic and environmental challenges facing our communities.

Family Resiliency Center is a transdisciplinary, participatory, translational research center at the University of Illinois Urbana-Champaign committed to addressing wicked problems and making thriving the norm™.

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EXECUTIVE SUMMARY

The UNC Charlotte Urban Institute assessed the comparative level of gun violence in Fayetteville using a mixed-methods approach that collated data from crime incidents and focus groups of community members in ShotSpotter neighborhoods.

KEY FINDINGS

Unearned Perception: While ShotSpotter neighborhoods report higher gun violence rates compared to the city overall, statistical analysis and resident feedback illustrate these differences are often minor and not statistically significant compared to similar areas in Fayetteville.

$466M **Estimated Cost:** Using proxies to account for the criminal justice system, employment, healthcare and diminished quality of life, gun incidents cost Fayetteville an estimated $466 million in 2024.

The Age (Old) Question: Youth and young adults (ages 18 to 24) have a higher involvement in gun violence between 2021 and 2024. Resident perceptions suggest that pressures on youth drive them to gun violence. The findings also highlight concerns about easy access to guns among youth.

RECOMMENDATIONS

1. **Recording and categorizing data to:**
   - Account for whether the incident was intentional and;
   - Capture the relationship between victim and offender.
2. **Expand prevention strategies in and outside ShotSpotter** areas by seeking the support of local organizations focused on gun violence reduction.
3. **Invest in local programs that focus on early prevention** (youth up to age 18) by building skills, employment pathways, mentorship, and safe spaces.
4. **Offer gun safety courses, hands-on demonstrations, and** resources on best practices to empower individuals to take responsibility for their firearms.
5. **Reframe the conversation around gun violence to provide** more context to help people understand the systemic factors, such as disinvestment in communities, that could be contributing to violence.

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INTRODUCTION

Gun violence has drawn increasing national attention for its wide-ranging public health, economic, and community impacts. As of 2023, firearms accounted for approximately 18% of all deaths for children and teens (those under 20 years of age) in the United States. This is higher than motor vehicle or traffic accidents (16%), and has been the most common cause of death for this age group since 2020 (Centers for Disease Control and Prevention, n.d.). Overall, 46,728 people died from gun-related injuries in 2023, with 58% (27,300) of these deaths resulting from suicide and 38% (17,927) involving homicide (CDC, n.d.).

Death is only one of the many consequences of gun violence. Other negative impacts on communities include trauma and mental health harm, medical spending, lost productivity, and neighborhood disinvestment. Annual societal costs are estimated to reach hundreds of billions of dollars. (Cook & Ludwig, J., 2002; Everytown Research & Policy, n.d.).

In 2024, the UNC Charlotte Urban Institute (UI) was contracted by the City of Fayetteville for the purpose of gaining a deeper understanding of gun violence and to recommend feasible and relevant prevention strategies to the City. To assess the landscape of gun violence in Fayetteville, the UI research team employed a mixed-methods approach that integrates both quantitative and qualitative data. (Creswell & Clark, 2017). This project leveraged administrative and publicly available crime incident data from the Fayetteville Police Department (FPD), focus group data with community members, and existing literature on the costs associated with gun violence.

18% Of all deaths among children and teens (those under age 20) in the United States in 2023 were caused by firearms (CDC, n.d.).

The data was examined for both the City of Fayetteville and neighborhoods where 'ShotSpotter' gun detection technology has been installed. **This report does not constitute an evaluation of ShotSpotter.** Instead, we seek to understand how recent levels of gun violence differ between these areas and similar areas in Fayetteville, as well as hear community members' perspectives on gun violence.

Gun violence: *an incident (see definition below) where a firearm is involved.*

Violent crime: any firearm-involved incident where the offense description includes the following: homicide, sex-related offenses, robbery, and aggravated assault.

Non-violent crime: any firearm-related incident that does not meet the criteria of a violent gun offense.

Incident: an occurrence for which law enforcement files a report. An incident can include multiple offenses.

Offense: a distinct violation recorded within an incident (e.g., burglary, motor vehicle theft, assault). Offenses describe the nature of the criminal activity that occurred.

ShotSpotter: a gunfire detection technology used in communities to enhance police response; implemented in three 'zones' in Fayetteville in October 2023.

ShotSpotter neighborhoods: Three distinct neighborhoods identified by the police department as having a high level of gun fire, and where Shotspotter gun detection technology has been installed.

LANDSCAPE ANALYSIS

SECTION QUESTIONS

Q1. What are the most common forms of gun violence in Fayetteville?
Q2. What are the characteristics of offenders involved in the various forms of gun violence?
Q3. How do rates of gun violence in Fayetteville change over time?

Offenses involving a firearm

Q1 To better assess gun violence in Fayetteville, we began by examining the most common offenses associated with **non-violent** and **violent** crimes in Fayetteville, using publicly available and administrative crime data from the Fayetteville Police Department (Fayetteville Police Department, 2025a, 2025b, 2025c). Please refer to Appendix A for detailed information on how these datasets were cleaned and joined together to obtain the final dataset used to answer questions for both the Landscape and Cost Analyses.

Table 1 presents the number of occurrences involving guns for the years 2021 to 2024, summarizing the most frequent offenses overall (the total number of occurrences between 2021 and 2024) before examining the number of offenses by year.

Possession of a weapon, vandalism, and narcotics violations were the most common charges over the four years for **non-violent** offenses. While both possession of a weapon and drug violations increased over this time period, vandalism offenses decreased approximately 240% from 2021 to 2024. Aggravated assaults, a combined indicator for robbery, and criminal homicide represent the most common charges of **violent** offenses where a gun was used. Contrary to the **non-violent** crimes of possession and narcotics violations, aggravated assaults (27%), robberies (26%), and homicides (56%) have seen a steady decrease over this period of time.

Characteristics of offenders

Q2 The second research question asks about the characteristics of offenders involved in various

Table 1 – Incidents of gun violence between 2021 and 2024 in Fayetteville

YEARS	Overall	2021	2022	2023	2024
Non-Violent					
Possession/Concealment	955	157	211	325	262
Vandalism (Damage To Property)	612	235	193	115	69
Narcotic Violations	572	112	142	176	142
Violent					
Aggravated Assault	401	116	113	87	85
Robbery (Business & Individual)	391	107	107	98	79
Criminal Homicide	113	39	27	30	17

forms of gun violence. Offenders are considered any individual identified from the victim(s), witness(s), and/or from investigative evidence, such as security or surveillance footage or forensic evidence. However, these descriptions and classifications can be unreliable and can, therefore, provide an inaccurate assessment as to who is involved in gun violence (Wells & Olson, 2003; Meissner et al., 2014).

We instead focused on arrestees as these are individuals detained by law enforcement under suspicion of committing a specific offense. These descriptions are more accurate as they are based on self-reported information or official verification. Due to small sample sizes, we only report on

> **Arrestee:** *refers to an individual who has been detained by law enforcement under suspicion of committing a specific incident. This could include individuals who were present at the crime or were found to be involved, even if they were not physically present at the scene of the crime.*

the age groups of arrestees for **non-violent** and **violent** gun offenses below.

The 25-34 age group is the most common arrested for **non-violent** gun offenses in Fayetteville (Figure 1). The group ranges from a high of 46% of arrestees in 2021 to a low of 33% in 2023. In 2023, the 18-24 age group was the most common arrested for **non-violent** crime. The least likely age group to be charged for these types of offenses is individuals 45 and over, as they never represent more than 10% of arrestees.

Figure 2 provides a similar story when examining **violent** gun offenses. Individuals between 25 and 34 remained the most common age group to be charged for these types of offenses until 2023, when they were surpassed by young adults (18 to 24). Young adults were the most prominent age group of individuals charged with a **violent** crime that involved a gun in 2023 and 2024

Figure 1 – Arrestees by Age Group for **Non-Violent** Gun Offenses

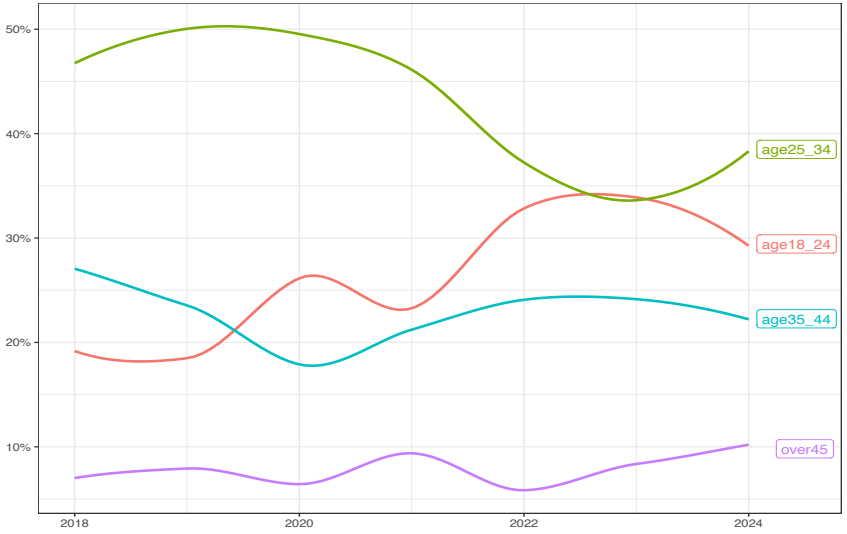
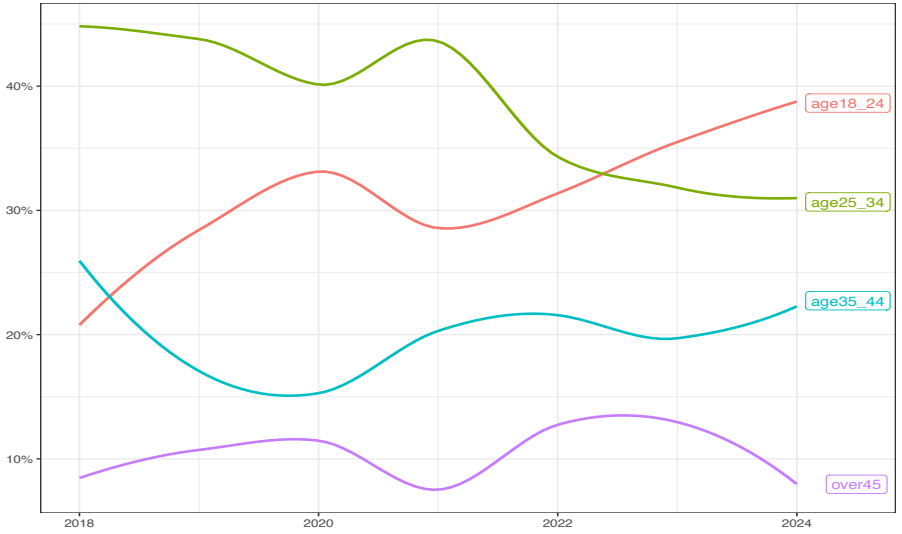


Figure 2 – Arrestees by Age Group for **Violent** Gun Offenses



LANDSCAPE ANALYSIS

Trends in gun violence

Q3 The final component of the landscape analysis that we reviewed was gun violence trends. We focused on the following questions:

- *How has gun violence changed in Fayetteville?*
- *How do Fayetteville rates of gun violence compare to rates in similar cities, like Greensboro?*[1]
- *How does gun violence in ShotSpotter neighborhoods compare to similar neighborhoods in Fayetteville?*

To determine whether trends change over time and to compare cities and neighborhoods, we analyzed population data in relation to the rate of gun violence.[2]

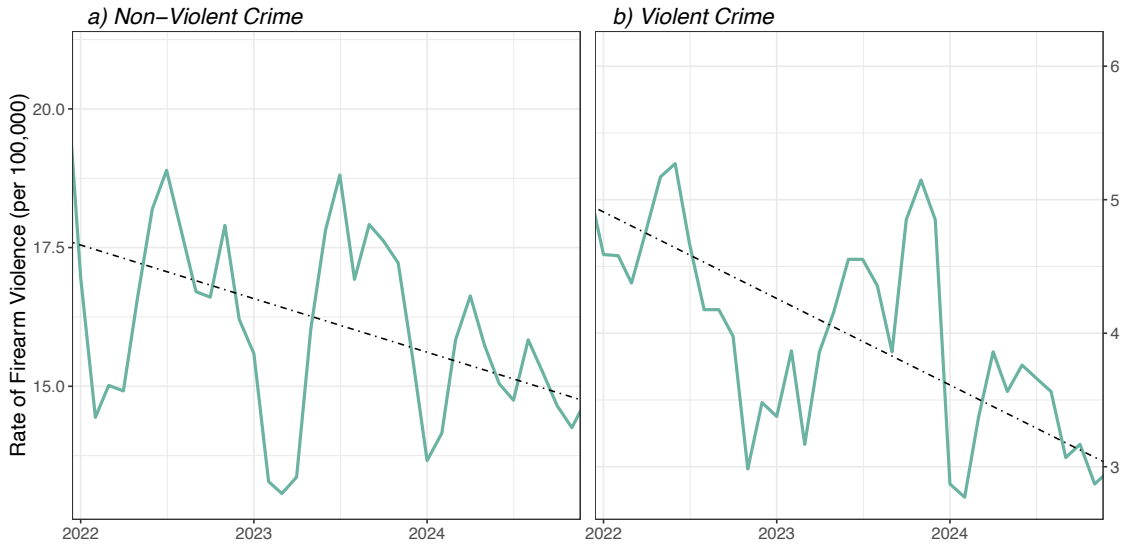


Figure 3 – Gun violence has decreased in Fayetteville over the last three years

Gun violence in Fayetteville

Figure 3 illustrates the monthly rate of gun violence in the Fayetteville Metro area between January 2022 and December 2024, including a linear trend line and a 3-month simple moving average (SMA) to smooth short-term fluctuations in the data. It should be noted that whenever the report mentions **non-violent** and **violent** crimes, we are only focusing on those crimes that involved a firearm in any capacity.

Both figures illustrate that gun violence in Fayetteville has, in general, decreased over the nearly 36-month period. **Non-violent** crime decreased from 17.5 incidents per month per 100,000 residents to just under 15. Violent crime decreased from approximately five incidents per month per 100,000 residents to three incidents.

The overall trend line, however, does not negate the fact that both figures show a level of volatility. **Non-violent** crime increased during the the first part of 2022, then hit a monthly low during the first part of 2023, before increasing again in the middle of 2023 to approximately 19 incidents per month per 100,000 residents. A similar pattern is seen for **violent** offenses, though the increase for these crimes was more consistent throughout 2023 before falling sharply at the start of 2024.

[1]Greensboro was agreed upon between the research team at UI and the City Manager's office in Fayetteville due to the similarity of the two cities on various socio-economic characteristics. Greensboro also provides crime data that is detailed enough to compare with the data provided from the Fayetteville Police Department.

[2]This study utilizes two different rates when looking at firearm violence. The number of incidents per 100,000 residents for the first two questions (city/metro level) before shifting to the number of incidents per 1,000 residents when comparing violence at the neighborhood level. The reason for this change is that the neighborhoods, based on Census Tracts, average between 4,000 and 8,000 people; these numbers make it impossible to utilize the original metric as it would provide results that are implausible.

Comparing trends in gun violence between Fayetteville and Greensboro

The next step in assessing gun violence in Fayetteville is to compare crime rates with those of a similar or representative city. Greensboro was selected as the comparison city due to its similarity to Fayetteville in terms of socioeconomic characteristics, such as race and median household income (U.S. Census Bureau, 2022). In addition, Greensboro remains one of the few jurisdictions that identifies whether an incident/offense includes the use of a firearm, making the comparison with Fayetteville possible.

Examining **non-violent** crime rates, Fayetteville saw a mild decline over the four-year period (6% decrease from 2021 to 2024), culminating in its lowest level in 2024. Greensboro witnessed a different trend: **non-violent** crimes dipped sharply in 2022 before rebounding by the end of 2024 to roughly where they started at around 13 incidents per month per 100,000 residents. The difference in the non-violent crime rate between the two cities narrowed slightly by 2024, though Fayetteville has consistently had higher rates of **non-violent** crime over the last four years.

Table 2 – Monthly **Violent** and **Non-violent** Crime Rates in Fayetteville and Greensboro involving a Firearm

	Non-Violent Crime		Violent Crime	
	Fayetteville	Greensboro	Fayetteville	Greensboro
2021	16.1	13.1	4.85	11
2022	16.5	11.2	4.33	10.1
2023	16.1	11.5	4.11	10.7
2024	15.2	13.2	3.29	10.2

Note: Monthly rates are calculated as the number of incidents per 100,000 residents

The rate of **violent** offenses declined in both cities since 2021. Fayetteville experienced a 32% reduction over the four-year period while Greensboro experienced a decline just under 8%. Although **violent** crime fell in both cities, Greensboro's violent crime rate remained roughly three times that of Fayetteville's by the end of 2024 and the gap between them continued to widen in the past two years.

Gun violence in ShotSpotter and comparison neighborhoods

To begin evaluating potential differences in gun violence between ShotSpotter and comparison areas, a regression analysis was conducted using neighborhood-level data on crime rates (incidents per 1,000 residents). To make this comparison valid, however, the neighborhoods that were selected as a comparison group needed to be as similar to the ShotSpotter neighborhoods as possible. To achieve this, we employed a statistical technique known as propensity score matching to align ShotSpotter and non-ShotSpotter neighborhoods based on a series of variables, including race, age, and veteran status. *A more detailed description of the matching technique is provided in Appendix A.*

Looking at Figure 4a, **non-violent** crime rates in ShotSpotter neighborhoods increased steadily each year, from just over 30 incidents per 1,000 residents in 2022 to just under 40 incidents per 1,000 residents in 2024. Rates in comparison neighborhoods also increased, going from around 23 incidents per 1,000 residents in 2022 to around 31 incidents per 1,000 residents in 2024. While ShotSpotter neighborhoods consistently have higher rates of crime than comparison neighborhoods in all years, none of the differences are considered statistically significant.

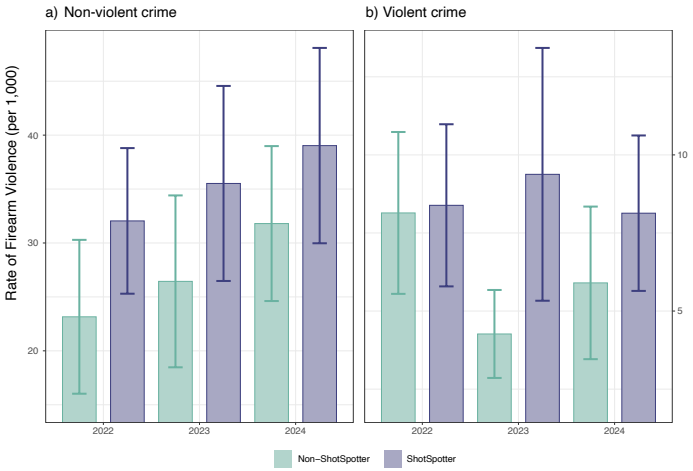


Figure 4 – ShotSpotter neighborhoods do not have significantly higher levels of gun violence compared to similar neighborhoods

Note: the bar graphs represent the crime rate within the respective neighborhoods (ShotSpotter or comparison); the attached bars represent the confidence intervals for the estimated crime rate. Note: ShotSpotter areas are identified by the color purple, while the control neighborhoods are green.

KEY TAKEAWAYS

Since 2023, the most common **non-violent** offenses with a firearm included possession/ concealment, vandalism and drug violations in Fayetteville. For **violent** offenses involving a firearm, aggravated assault and robbery were most common. Young adults (ages 18-24) constitute the **highest percentage of arrestees** for **violent** crimes utilizing a firearm, surpassing 25-34 year olds in 2023.

Gun violence, overall, has declined in Fayetteville since 2022; similar to trends seen at both the national and North Carolina level (BJS, n.d). There are, however, variations in the level of gun violence at the neighborhood level in Fayetteville.

Gun violence in **ShotSpotter neighborhoods is higher**, on average, than other neighborhoods in Fayetteville. Compared to areas with comparable characteristics, however, **violent** and **non-violent** crime rates are not significantly different. In other words, **these areas are not "outliers" in their level of gun violence** as neighborhoods.

Figure 4b shows that **violent** crime rates are similar between ShotSpotter and comparison neighborhoods in 2022 with around 8 **violent** offenses with a firearm per 1,000 residents. The ShotSpotter neighborhoods experienced an increase in **violent** crime rates, reaching just over 9 per 1,000 residents, while the comparison neighborhoods saw a sharp decline to around 4 **violent** firearm offenses per 1,000 residents in 2023. This difference decreased to approximately 2 incidents per 1,000 in 2024, with rates increasing in control neighborhoods and decreasing in ShotSpotter areas. Despite the observed differences in **violent** crime rates between neighborhoods (especially in 2023), the overlapping confidence intervals suggest that these differences could be due to random variation rather than a systematic difference in these neighborhoods.

Confidence intervals: *a range of possible values that reflect the uncertainty of the estimate. A wider interval suggests greater uncertainty while a narrower range suggest more precision (Dekking et al., 2005)*

COST ANALYSIS

SECTION QUESTIONS

Q4. What are the estimated direct (indirect) costs of gun violence related to the criminal justice system and health costs?

In recent years, cities and states have become interested in understanding the direct and human costs associated with gun violence in their communities. The human cost is often visible from the injuries and loss of life incurred by the victims, although the loss can be less visible in the form of ongoing mental health challenges and permanent changes to how an individual lives. As for the direct cost, gunshots can have a ripple effect that leads to immediate costs like police efforts, crime scene cleanup, and hospital emergency department (ED) expenses, as well as later costs like prison incarceration and ongoing health costs.

When determining the total economic cost of gun violence, we include direct costs as well as human cost, or intangible costs, that are referred to as "Quality of life" costs. Table 3 provides an overview of the types and categories of costs associated with gun violence included in this study. *See Appendix B for a more detailed description of costs and the associated articles we relied upon.*

Table 3 – Direct and intangible categories of cost

Categories	Brief Description
Police*	Labor costs of responding to and investigating a crime such as controlling a crime scene, conducting interrogations and arrests, and appearing in court *(direct costs)*
Criminal Justice*	Court administration, and public defenders and prosecutors *(direct costs)*
Incarceration*	Costs related to housing of individuals convicted of crimes. *(direct costs)*
Medical	Medical costs associated with an injury for a year following the initial event such as outpatient procedures, office visits, ED visits, inpatient care, mental health visits, and pharmacy services. Medical transport and coroner's fees (for fatal injuries only) are also included *(direct costs)*
Employer	Loss of productivity for employers as a result of absenteeism due to a gun injury *(direct costs)*
Quality of Life	A cost valuation of the loss of function that brought meaning or satisfaction to the life of an individual who was directly impacted (intangible costs)

**These costs are collectively considered Criminal Justice System costs.*

This report examined the economic costs for gun violence in 2024, the most recent complete year of crime data. Costs of gun violence included (when possible) costs to individuals, taxpayers, and communities. The cost analysis relied on nationwide and state cost estimates as proxies for local costs in Fayetteville. Publicly available crime data combined with data provided by the

COST ANALYSIS

Fayetteville Police Department provided the basis for the calculation of the actual number of gun incidents, arrests, and victims in Fayetteville. All costs are provided in 2024 dollars. *See Appendix B for methods on choosing the cost proxies.*

To perform a gun-violence cost analysis, we use the number of incidents, arrests and victims. Not every incident has an arrest, while some may have multiple arrests. For victims, we are assessing costs for those who were involved in an assault or a homicide (collectively referred to as 'victims who incurred bodily harm'). Similar to arrests, an incident may have no victims who incurred bodily harm, or may have multiple victims with some form of bodily harm *(see Figure 5)*.

Economic Costs

Q4 In terms of economic costs to society, the estimated cost of gun violence in the Fayetteville metro area for 2024 was $466 million. The largest contributor to total costs were fatal injuries, or deaths *(see Table 4)*.

This estimate includes a variety of costs, but there are areas where costs were not available or data was out of date. Therefore, the estimate is an underestimate of the true cost of gun violence in Fayetteville. *For information on cost not represented in the estimate see Appendix B.* In addition, as discussed in the landscape section, 2024 represents a low point for both violent and non-violent gun incidents over the last four years, so the estimated total cost for 2024 likely represents a low point as well.

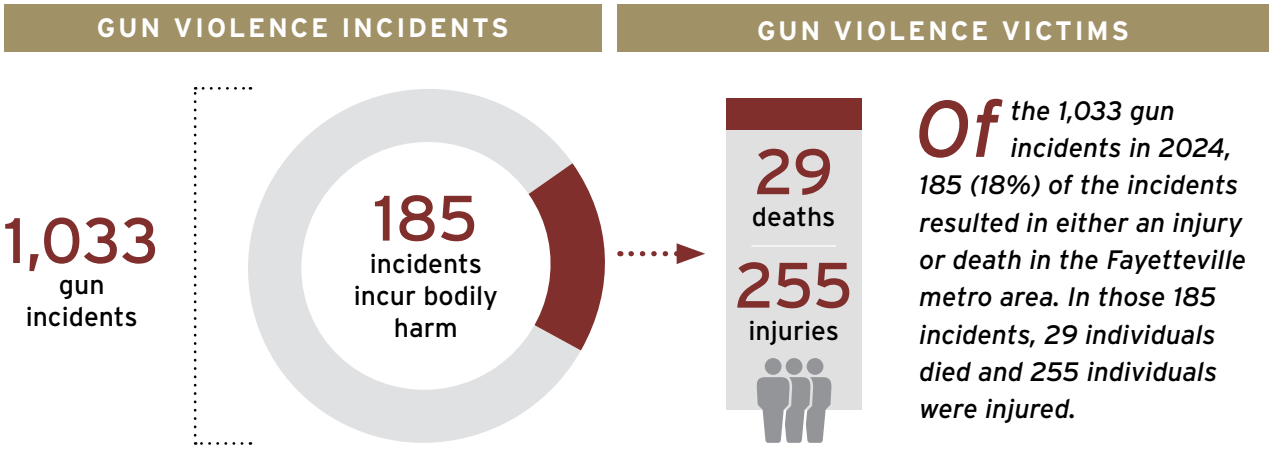
Table 4 – Economic cost by type of injury (2024 dollars)

Type of Injury	Economic cost
Incidents/ No Bodily Harm	$19,432,523 (4.2%)
Non-fatal Injuries	$30,464,742 (6.5%)
Fatal Injuries	$416,004,952 (89.3%)
Total	$465,902,217 (100%)

Driving costs higher for both incidents where the victim incurred an injury or died are intangible costs associated with decreased quality of life, or almost 90% of the costs by cost category *(see Table 5)*. As mentioned above, Quality of life costs are intangible costs associated with an injury or death, and account for how a life is permanently changed as a result of a physical injury or being unexpectedly cut short (Miller et al., 2022).

Quality of life (for Costs): *a way of assigning a value to how a person's life is changed as a result of an injury both in terms of quality and longevity of a life (Prieto & Sacristán, 2003).*

Figure 5 – Gun Incidents resulting in bodily harm in 2024



Of the 1,033 gun incidents in 2024, 185 (18%) of the incidents resulted in either an injury or death in the Fayetteville metro area. In those 185 incidents, 29 individuals died and 255 individuals were injured.

COST ANALYSIS

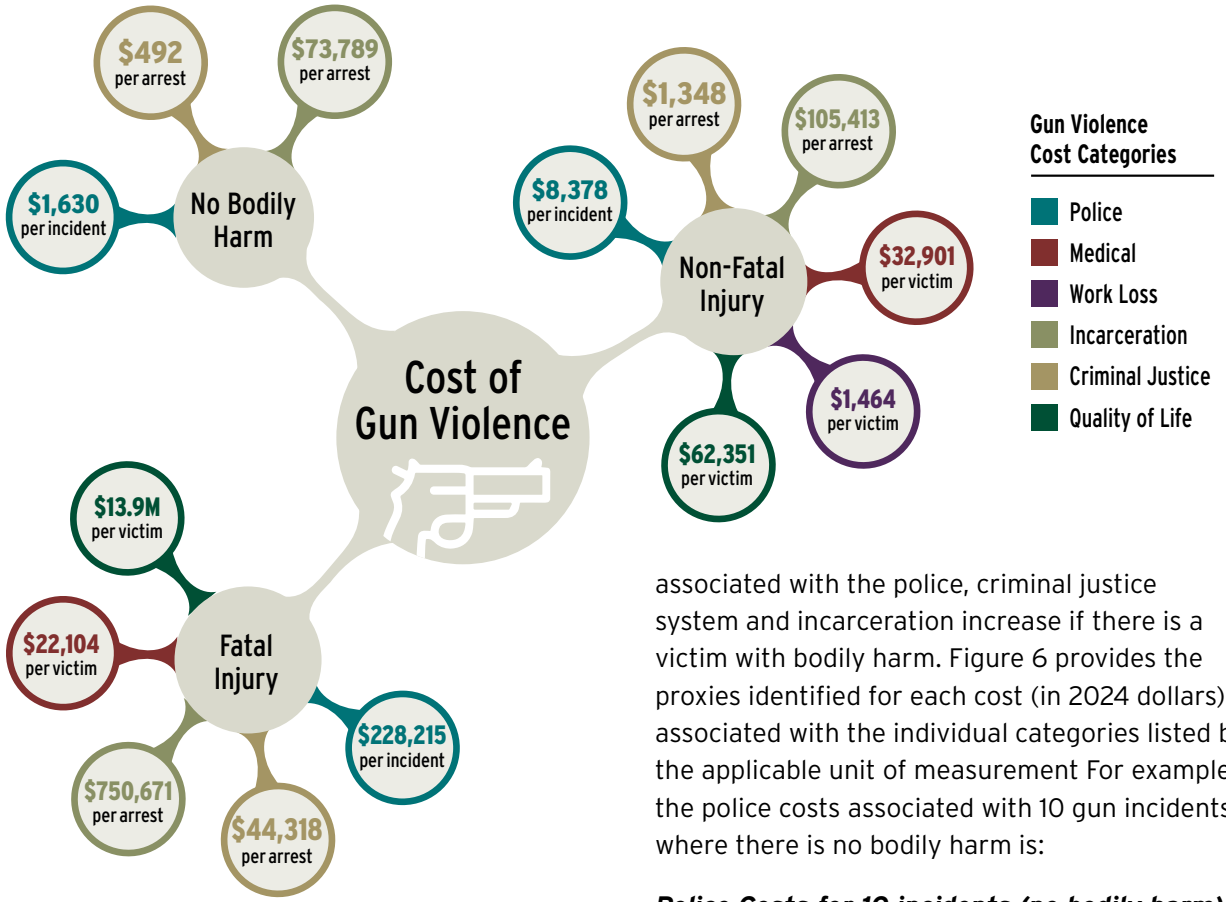
In terms of expenses related to the county, specifically the criminal justice system, the total was $37 million. Costs related to the criminal justice system in 2024 are split between incidents with no bodily harm ($19.4 million or 52.3% of criminal justice system costs), and those where a victim incurred bodily harm ($17.7 million or 47.7% of criminal justice costs). While the criminal justice system costs are higher for the 185 incidents that included bodily harm, the large number of incidents with no bodily harm (n=848) makes a significant contribution to the total cost.

Table 5 – Economic cost by cost category (2024 dollars)

Cost category	Economic cost
Criminal Justice System	$ 37,153,534 (8.0%)
Medical Costs	$ 9,030,771 (1.9%)
Productivity Loss	$ 284,016 (0.1%)
Quality of Life	$ 419,433,896 (90.0%)
Total	$465,902,217 (100%)

The total cost number helps to understand the magnitude of gun violence, however, at times it is easier to digest the cost of one incident or a series of incidents. In these cases, it is helpful to examine the cost of the individual components, or proxies we identified for and used for the overall costs.

Figure 6 – Cost proxies identified by arrest, victim or incidents



Costs are calculated based on the data available from the crime data, or whether each incident had any arrests associated with it, and whether there was a victim with bodily harm. Costs associated with the police, criminal justice system and incarceration increase if there is a victim with bodily harm. Figure 6 provides the proxies identified for each cost (in 2024 dollars) associated with the individual categories listed by the applicable unit of measurement For example, the police costs associated with 10 gun incidents where there is no bodily harm is:

Police Costs for 10 incidents (no bodily harm) = 10 (# of incidents) x $1,063 (police costs for incidents w/ no bodily harm) = $10,630

Depending on the number of individuals arrested the cost would increase (based on Chein, 2020, it is assumed 65% of arrests result in a conviction).

COST ANALYSIS

KEY TAKEAWAYS

Total estimated costs for gun incidents for Fayetteville was $466 million in 2024. **Costs associated with gun violence affect everyone.** Costs affect taxpayers through tax dollars spent on the criminal justice system, employers in the form of lost work time, and most importantly for the victims through healthcare costs and diminished quality of life. The economic cost of gun violence supports the funding of prevention programming alongside programs aimed at responding to and deterring gun crimes.

Although the number of victims of homicides (n=29 victims) are eclipsed by the number of gun incidents with no bodily harm (n=848 incidents) and victims of assaults (n=255 victims), the intangible cost due to the loss of life (estimated average cost for a loss of one life: $13.9 million) **make homicides the largest contributor to the economic cost** associated with gun incidents. In addition, higher costs associated with police, criminal justice and incarceration contribute to the higher costs of homicides.

COMMUNITY PERSPECTIVES

SECTION QUESTIONS

Q5. How do residents describe the risk and protective factors considered most relevant in their neighborhoods?

Q6. How do community residents in areas identified as high-risk describe community needs and assets related to violence prevention?

This section reports findings from the pre-discussion survey *(see Appendix C)* and focus groups. Focus group findings are organized by key theme, and do not directly answer the research questions. *For themes related to the research questions see Appendix D.* The purposes of the focus groups were to learn from community members about their perceptions and experiences with gun violence, risk and protective factors related to gun violence, and opportunities for prevention.

Focus Group Protocol

Prior to each focus group, all participants (n=29) completed an online survey. The survey included questions to capture demographic information, community strengths and challenges perceived as preventing or causing gun violence, and attitudes related to gun violence. This survey was conducted in order to better understand the participants.

Focus group participants could join either in person or virtually. Each focus group followed the same protocol. Questions about perceptions and experiences related to community strengths and challenges (e.g., "What's your favorite part of this community?"), causes of gun violence (e.g., "What have you heard or seen as causes of gun violence in this area?"), and strategies to prevent gun violence (e.g., "What do you think the community could do to prevent violence in this area?") were asked. Participants also reacted to a description of ShotSpotter. *See Appendix E for additional information on the qualitative research methods used.*

Focus Group Participants

A total of 29 community members from the Cliffdale, Murchison, and Massey Hill neighborhoods participated in 7 focus groups (range: 3-7 per group). Fifty-five percent of participants were women, and 90% identified as Black or African American. Fifty-two percent held a bachelor's degree or higher. The average age of participants was 42 years (SD* = 14.9; Min = 18, Max = 70), with a range spanning over 50 years. They lived in or visited the focus area for an average of 23.4 years (SD = 14.4). Several participants held a job at some point that may have required gun training. We are unable to report further or more detailed information on the demographics or backgrounds of the focus group participants due to the small sample sizes within these groups. *See Appendix C for demographic questions and related response options included on the pre-focus group survey.*

In response to the questions on the pre-focus group survey, most participants indicated gun violence was a problem, and most believed access to guns was a problem in the focus area. A gun presence measurement scale showed reported presence, with an average of 4.9 (SD = 1.5) on a scale from one (strongly disagree) to seven (strongly agree).[3] These findings were used to contextualize focus group findings by showing the beliefs of the sample and should not be generalized to Fayetteville as a whole.

[3]An example of a scale item is "If I carried/when I carry a gun, I am less likely to be hurt from an attack."

*SD stands for Standard Deviation.

COMMUNITY PERSPECTIVES

Focus Group Themes

Five major takeaways, or "themes," were identified in the focus group data. Each of these major themes had multiple sub-themes. *(See Table 6 for list of themes and sub-themes.)*

Theme 1: Negative perceptions of neighborhoods contribute to disinvestment, which may create an environment that facilitates gun violence

Focus group participants discussed the strengths and challenges of their neighborhoods. In terms of strengths, many participants cited neighborhood historical components, and some highlighted existing resources, such as schools, parks, and

Gun culture: *"encompasses how both individuals and institutions consciously and unconsciously interact with guns, through beliefs, thoughts, behaviors, social and legal norms, as well as the social structures they project onto them. It includes the social interactions elicited or transformed by the existence of firearms, as well as the reciprocal influences between individuals, groups, and institutions in regards to gun ownership and use" (Boine et al., 2020, p. 2). It is important to note that here, "gun culture" is specific to the study's focus groups discussion of gun violence in Shotspotter areas and does not aim to comprehensively capture the full range of gun dynamics in Fayetteville.*

Table 6 – Focus group themes and sub-themes

Theme	Subthemes
Negative perceptions of neighborhoods contribute to disinvestment, which may create an environment that facilitates gun violence.	• Stereotypes and perceptions don't always align with realities or recognize the strengths of neighborhoods. • Disinvestment decreases resources and opportunities to meet basic needs and enable thriving.
Gun culture and exposure contribute to an environment that presents opportunities for unsafe gun-related activities.	• There is easy access to guns and inadequate knowledge about safe gun use. • Exposure to guns and gunfire may normalize gun violence or increase its acceptability.
The community has concerns about the return on investment for ShotSpotter and wants more information.	• People feel they need more information about the effectiveness of ShotSpotter before they can state an opinion. • There is concern about return on investment for ShotSpotter and a potential for unintended consequences.
Youth developmental factors drive gun violence and are opportunities for prevention.	• Underdeveloped social emotional skills combined with youth social dynamics and peer pressures can lead to gun violence. • Youth may lack guidance from present and positive adult role models to move beyond survival mode. • Restorative practices and hope for the future are needed.
Consistent community engagement is needed within communities and across sectors to support prevention of gun violence.	• Current policing practices are not perceived as community-oriented, which may perpetuate cycles of distrust. • There were mixed reports of experiences with neighborhood engagement and cohesion among community members. • Preventing gun violence will "take a village."

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community-oriented local businesses. Some also noted growth through housing and businesses, depending on the neighborhood. However, many also noted a lack of resources in general to meet basic needs and community-level support for youth, in addition to the run-down appearance of historical spaces. Overall, focus group participants felt that their communities were misrepresented in the media and by reputation, ultimately shaping disinvestment. The following subthemes reflect these ideas and how lack of opportunities may contribute to gun violence as discussed by participants.

Subtheme: Stereotypes and perceptions don't always align with realities or recognize the strengths of neighborhoods.

Although many participants noted exposure to guns and other crimes, most felt the neighborhoods discussed were perceived by outsiders as more dangerous than other communities that may experience similar challenges. Participants perceived that their neighborhoods are not what their reputations may lead people to believe. When asked how their neighborhood compares to others in Fayetteville with respect to guns, overall, most felt that there were no major differences; ***"gun violence can be anywhere."***

Participants noted that disproportionate media coverage of crime or negative events contributes to misperceptions of communities. One participant shared:

> ***I think it's [gun issues] comparable, but I think what happens is that we make the media quicker than any other area because it's [neighborhood].[4] Back in the day, it wasn't always the best to be from [neighborhood], and I think that stigma still sort of has a life unto itself. And I wish that life cycle would end because there's nothing wrong with being from [neighborhood].***

Some participants for one of the selected neighborhoods did sense that gun violence, among other forms of crime, was worse when compared to other neighborhoods.

Outside perceptions of certain neighborhoods have negatively influenced the trajectory of growth and investment. For example, one participant noted:

> ***Back in the day, [neighborhood] was always on the blacklist for the military… When you're talking about that, that to me is like a systemic issue. It's been planted. And so when you hear people talking about [neighborhood], they always go to a negative connotation first or a negative thought. It's not anything positive.***

Systemic issues such as racial profiling and the lasting effects of race-related policies (e.g., redlining) also emerged when discussing neighborhood contexts.

Subtheme: Disinvestment decreases resources and opportunities available to meet basic needs and enable thriving.

Participants described neighborhoods lacking resources, bringing up issues such as food deserts, lack of employment opportunities, and lack of affordable recreational opportunities for youth. Lack of resources was ultimately linked with the potential for gun violence and other undesirable activities. One participant explained the link between disinvestment and lack of opportunities:

> ***You would like for it to look the part or becoming of the setting or what type of growth and development we are projecting, like in this setting. But when you come up in [neighborhood] and other neighborhoods similar, and you have rundown buildings and they are old, there are less activities to do.***

Participants linked lack of opportunities to gun violence in two main ways. First, participants discussed an alternative economy to meet basic needs (i.e., engaging in dangerous activities to bring in income); ***"…the things that I did in***

[4]Neighborhood names have been removed to maintain anonymity.

the streets is what paid all the bills in the household." Second, and sometimes also related to money or income, was youth developmental contexts (i.e., engaging in dangerous activities because there aren't positive activities available). A backdrop of unmet mental health needs was also discussed. One participant tied some of these ideas together:

> ***Mental health. Especially with our young boys' misplaced hate, misplaced frustration. A lack of culturally competent things to do...A lot of times I got into things as a young kid where it was nothing serious, but just nothing to do with being around each other all day would kind of spark into something that wasn't even supposed to be nothing. Sometimes you got to have an outlet for some of this energy to go somewhere.***

Participants often discussed gun violence in the context of other risky activities, such as drug trafficking and gang involvement.

Theme 2: Gun culture and exposure contribute to an environment that presents opportunities for unsafe gun-related activities.

Gun-related beliefs and practices were discussed in the focus groups. Focus group data highlighted the prevalence of guns, access to those guns, and desensitization or normalization of gunfire. One pre-focus group survey included the response, ***"with young people today, carrying a gun is like carrying a phone. Everybody has one."***

Subtheme: There is easy access to guns and inadequate knowledge about safe gun use.

Access to guns and lack of knowledge about guns, including appropriate use and storage, were discussed during focus groups. Participants shared that youth and others obtain guns from home burglaries, local military, illegal gun sales, and 3-D printing. Easy access was illustrated by the following quote:

> ***Kids are able to get to weapons right now more than ever before. Whether they're getting guns from family members, from their neighbors, they're in the schools with them, whether it's broadcast or not, they have a free hand at this.***

Safe gun storage was highlighted as a problem. Participants in several discussions described a lack of "gun IQ," where many members of the community don't know or use best practices in handling guns. The need for education around safe use was emphasized, as exemplified by the following quote:

> ***I'm talking about the kids, honestly. People teach their kids at a young age how to clean guns and how to use guns. People do it for recreational purposes. So it's okay once they're at an age appropriate level to teach them how to use them and about them and the pros and cons of them. I'm not saying teach them to walk around the street with the guns. No, but I'm saying teach them like, "This is how they work and this is when you shouldn't use them and this is how you should use them and these are people you can use them and be safe with."***

Education about different types of guns was also discussed in the context of individuals not understanding that high-powered rifles are not needed for home protection.

In summary, guns are prevalent, but knowledge or practice related to how to use and store them is not. Participant recommendations for increased "gun IQ" are particularly salient given gun accessibility

Subtheme: Exposure to guns and gunfire may normalize gun violence or increase its acceptability.

Normalization of gunfire and gun violence has occurred through neighborhood and social media exposure, leading to desensitization and

behavioral adaptations. Several participants noted personal experiences with in-person exposure to gunfire or hearing gunfire. For example, one participant said:

> ***I hear gunshots a lot when I'm walking my dog or just going out for a run myself and that's scary. And so those things are what are concerning me about the area right now. It's like it's normal to feel unsafe when you're stepping outside.***

Overall, participants shared heightened vigilance of their surroundings, choosing to avoid walking late at night or ***"knowing where to go or not to go."***

For youth specifically, participants noted media exposure (video games, social media, etc.) to gun violence and how it may glorify some components of gun violence but not show its consequences. As described by one participant, "on social media, it's made to seem like it is acceptable." Peer pressure related to social media and violent video games also emerged in conversation.

Theme 3: The community has concerns about the return on investment for ShotSpotter and wants more information.

Q6 During focus groups, the facilitator presented a definition of ShotSpotter then probed for perceptions of ShotSpotter. Overall, there was varied awareness, and participants wanted more information about its effects. Many participants questioned return on investment and possible unintended consequences. Some participants felt it was a positive resource, but with caveats related to potential unintended consequences.

Subtheme: People feel they need more information about the effectiveness of ShotSpotter before they can state an opinion.

Most focus groups included participants who had never heard of ShotSpotter. Some participants were familiar with the name "ShotSpotter" due to exposure in Fayetteville or another city that implements the technology, but few had additional information. Relatedly, many participants wanted additional information on ShotSpotter as well as its effects. One person in particular noted the importance of evidence-gathering before sharing opinions of ShotSpotter. For example, a participant posed several questions: ***"Has it solved any crimes? Has it deterred the shooting? Is it still happening as frequently as it has been before y'all put it there?"*** Others were concerned about the wrong people being identified by police following a notification. In summary, participants wanted to have questions answered about its operations and effectiveness before drawing conclusions about ShotSpotter.

Subtheme: There is concern about return on investment for ShotSpotter and potential for unintended consequences.

Many participants felt the funding for ShotSpotter would be better used elsewhere given potential unintended consequences and limitations of the technology. One participant noted that resources would be wasted if shots were fired for hunting or recreation without first notifying the police. More commonly, others discussed how the financial investment was not worth it and could instead be spent on proactive efforts to prevent gun violence (i.e., primary prevention), as exemplified by the following quote:

> ***That [ShotSpotter funding] could be a gateway for some of those things that we discussed here today, earlier on in the session. For those activities or those programs, let's give my man $8 or $10 an hour to come in and work.***

Additionally, some participants noted potential unintended effects of having ShotSpotter in their neighborhood, such as (a) crime displacement to locations without ShotSpotter, (b) enhancing negative perceptions of communities via awareness that certain neighborhoods were targeted for having gun violence, or (c) negative police associations rather than positive police-community engagement.

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> ***...this negative piece that we have now associated with police–put them in our community, being a part of the community, spending time in the community so that there's a deterrent that we have this presence here and not...that ShotSpotter, whatever it is. I'm more about the face-to-face, the people thing, the community thing.***

Some of the participants who were supportive of ShotSpotter voiced the concern of crime displacement and thought that ShotSpotter should actually be spread to additional areas in Fayetteville.

Finally, some participants did share positive sentiments about ShotSpotter ***"adding that extra sense of protection"*** and feeling the resource should be further distributed.

Theme 4: Youth developmental factors drive gun violence and are opportunities for prevention.

All focus groups discussed child and youth development, often in the context of complex family and neighborhood environments. Children living in disinvested neighborhoods often face trauma and are not emotionally equipped to handle the pressures they face. Participants noted challenges related to peer pressure, role models, parenting, and other social dynamics. Participants often recognized the need for credible mentors, already embedded in their communities, who can guide youth through the difficulties of development and offer hopeful perspectives for the future.

Subtheme: Underdeveloped social-emotional skills combined with youth social dynamics and peer pressures can lead to gun violence.

Modifiable individual-level characteristics such as attitudes, skills, and behaviors related to problem solving and emotional regulation were discussed as contributors to gun violence: ***"It's rejection and being able to handle life...All of that stuff needs to be brought into their life at an early age."*** Participants noted that youth may act aggressively in response to a problem because they have not yet developed emotional intelligence or healthy coping skills. This discussion also described the need for youth to have healthy outlets and safe spaces, like counseling settings and programs. As noted previously, participants felt these communities are lacking those sorts of healthy outlets or spaces.

Participants described how lack of social-emotional skills may result in violence during social situations, where potentially minor disputes may lead someone to use a gun as a method of problem solving. For example, one participant reflected:

> ***...when I was in high school, I liked to go out. I liked to go to parties, but I stopped doing that and my parents stopped me from doing that just because it was so much violence out there. Even after the parties, just so much shooting. People getting into fights, disagreements.***

Some participants also described a broader unhealthy social environment that places youth in survival mode. One person described the impact of peers and unhealthy peer environments:

> ***A lot of peer pressure. A lot of kids feel like they're in fight or flight. They either got to hang with these people or they get beat up by these people or they got to fight for their life or they got to be the one killing to survive. And I hate that these kids have to experience this and I don't wish it on them but it's their reality sometimes or what they believe is their reality.***

And again returning to challenges related to under-resourced communities, participants discussed how unmet basic needs at home may lead to "fight mode" at school (e.g., inability to maintain good hygiene and bullying).

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The combination of gun accessibility and underdeveloped social-emotional skills is a risk factor for gun violence. Participants emphasized the value of social emotional development for violence prevention.

Subtheme: Youth may lack guidance from present and positive adult role models to move beyond survival mode.

When asked about causes of gun violence, participants in all focus groups brought up parenting challenges (e.g., ***"Kids are raising kids. That's the problem."***) or lack of positive adult models in the lives of youth. As described by one participant, ***"...it's like people just going in the community, just trying to be survivor mode. They don't know no better, stuff like that, because they don't have no guidance, you know what I'm saying?"*** Participants discussed a lack of guidance for youth, noting parental roles and the need for positive and relatable mentors to support youth development.

Specific to parenting discussions, parent-related challenges were often described as being nested within other challenges, such as struggling to meet basic needs: ***"Knowing this person is working three, four jobs and this young man is home pretty much raising himself. So also, not understanding, my mama got to work, put food on the table, but he also feels neglected."*** This quote speaks to challenges faced by families living with limited resources and potential consequences for children. Relatedly, participants talked about parent absence and intergenerational transmission of risk factors for gun violence, such as gang involvement.

Participants also discussed the need for positive messaging from models beyond parents, noting unique challenges faced during adolescence:

> ***When I was younger, I needed a me. When I was 16, my mama couldn't do nothing with me...she had to wash her hands with me and let the system deal with it, and the system dealt with it. Just to be truthful. However, the same thing that I needed then, this is what these young people need now today, which is more positive male influence. And who is winning that battle right now are these rappers.***

The role of non-parental role models is important, especially given participants also talked about how some youth grow up in supportive homes and still go on to engage in undesirable activities. Several participants noted the importance of youth hearing guidance from adults with lived experience:

> ***It takes a team, it takes the community, it takes mentors. It takes people who have experienced gun violence coming back and talking to these kids. It takes family members being like, "I wish I never did that." And putting their pride aside and actually talking about how it affected their mental health to go to prison, to go to jail, to take an innocent person's life away by accident. It takes everybody.***

Additionally, participants emphasized that guidance needs to come from multiple sources, not community mentors or family members alone.

Subtheme: Restorative practices and hope for the future are needed.

Although less explicitly discussed across focus groups, restorative practices and hope for the future emerged as a subtheme related to youth development. One participant noted, ***"they're not telling those kids, you could be what you want to be."*** The need for hope for the future was also discussed in relation to the justice system; for example, one person said:

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> ***...no matter what the age, once they figure out they're here [incarcerated], this amount of time, that's all they hear. So that light turns off like, "Well, I'm going to continue to be doing what I'm doing here because I'm not going to get out."***

This quote reflects a potential effect of justice involvement. Several participants described a need for restorative practices, exemplified by the following quote:

> ***So, I would like to deal with restorative justice, practice where we restore the thoughts of young men, for the juvenile that's doing time, we'll facilitate re-entry workshops, where we're dealing with restoring their self-concept and their self-esteem about themselves.***

These ideas are reinforced by discussions' focused on community-driven prevention and youth development.

Theme 5: Consistent community engagement is needed within communities and across sectors to support prevention of gun violence.

Throughout all of the focus groups, the need for community engagement and community-oriented approaches to gun violence prevention emerged. Three subthemes focused on community-oriented policing, the mixed experiences of community engagement and cohesion among community members, and the idea that prevention will "take a village."

Subtheme: Current policing practices are not perceived as community-oriented, which may perpetuate cycles of distrust.

The need for presence and engagement in these communities extended to multiple groups, including law enforcement. Discussions related to community-oriented policing emerged in all but one focus group, against a backdrop of acknowledging trust-related issues. The overall sentiment was that police will show up when called, but they aren't otherwise involved with the community, so trust is not established. One participant shared, ***"I only see police over there whenever something's going on,"*** while another said, ***"We want you to live down the street, so we want to get to know you. We want you to be present in our community and raise your kids in our community, where we raise our children."***

Some participants noted that engagement challenges go both ways; for example, ***"...they [the police] have had activities in our community. But people, the turnout is so low."*** There was also discussion more generally about community members' lack of engagement with police and other emergency services, such as 911.

Building a culture of trust and positive relationships between neighborhood residents and law enforcement could have a positive impact. Police may receive more information about local activities, and communities may benefit from perceptions that police are there to build relationships instead of only attending to criminal activity. The idea of community perceptions emerged again here, with one participant reflecting:

> ***...if I was coming over there, if I was coming to buy a house in that neighborhood and I seen outright police presence where it's going down then, yeah, that's going to be a problem with me wanting to invest in that community. But if I'm astute to my environment and I can see that this police officer is engaging with the community, talking with the kids, I can tell the difference between the two.***

Participants talked about consistent effort to build trust, where community members and law enforcement officers "meet halfway" to reduce tensions when police are present.

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Subtheme: There were mixed reports of experiences with neighborhood engagement and cohesion among community members.

Discussion of community trust and engagement extended beyond conversations related to law enforcement, revealing a spectrum of perceptions related to engagement and a sense of togetherness. When talking about their neighborhoods, participants shared descriptions ranging from ***"We're close-knit"*** to ***"There is no community. It's every man for himself."*** Some participants described packed high school sports events, while others discussed lack of recreation center use. For those whose experiences demonstrated cohesion or connectedness, it was a point of pride and belief in the community: ***"And as a community, when it's time for rallying folks together, to come together to have conversations, people will come out."*** Being close knit was connected to issues of perceptions of threats (e.g., ***"if they don't know you, they may not embrace you"*** regarding being out late) or knowing who may be carrying a gun.

On the other hand, participants talked about community members not attending community events, such as neighborhood watch meetings, or youth not playing outside anymore (e.g., basketball). Relatedly, one participant discussed how youth join gangs so they can have a sense of belonging.

Some of these disconnects were ascribed to limited opportunities for connection as well as potential weariness of inaction. For example, participants discussed communication as a challenge:

> ***...it's like nobody really knows what's going on. So even when it comes down to mentoring, nobody even goes to the rec centers anymore. We used to have basketball games every weekend, so you kind of knew what was going on in the community. Nobody really knows about anything. So I guess the lack of communication in that side of town.***

Related to weariness of inaction, one participant said, ***"I think, as a community, we do a terrible job of just rushing certain things, putting it out there in the atmosphere and not coming back and not following through."***

Comments indicated that a lack of engagement or cohesion may have emerged over time; for example, one participant added, ***"We used to talk to one another, but we don't talk now."*** Participants highlighted the need for increased engagement, such as attending community events and then taking it a step further to shift from conversations to action. Participants talked about the need for consistent on-the-ground efforts for engagement to move from ***"a lot of talk"*** to actual change.

Subtheme: Preventing gun violence will "take a village."

Participants offered rich discussion related to approaches to gun violence prevention. The sentiment "it takes a village" was echoed across focus groups. This idea applied to individual child development: ***"it is easy for us to say what the parent is not doing, but it takes a village to communicate to one child,"*** as well as developing unified coalitions: ***"even if you had a face of that community from one person, city officials, local government, police department, general population, I think everybody needs to be involved to prevent violence and gun violence."***

Participants suggested all parties have a role to play, with examples including: parents and mentors teaching children about guns and life skills, and then those youth teaching their friends (using social networks); police teaching about 911 use and build community relationships; city officials listening to community members and creating infrastructure to support prevention.
The sentiment of all groups working together was reflected in the following quote:

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> ***We need the schools, the churches,*** *nonprofit organizations, we need the local businesses…The councilmen and stuff. It needs to happen. It takes a village to kind of raise a child…Everybody going to play a unique part …Unity in the community is missing. It's unity in the word community for a reason. So we can come together…share our resources, our network and our support systems and tie that together in unity. We ain't going. That's what community's for, right?*

Participants spoke to the need for on-the-ground engagement, such as door knocking, as well as a participatory community-driven approach to prevention. This included the use of and investment in already existing resources (community strengths) in these communities, such as schools, churches, nonprofits, businesses, and neighborhood watch groups.

Participants emphasized internal community leadership but also recognized the potential value of an outside perspective. Related to the need for internal mechanisms, one participant said,

> ***And so we have to get the people who are*** *in the community to actually step up and be a part of this conversation. And I do agree a peer support mentor or specialist is someone who could be instrumental in being solution focused, but with the people who reside in the community. If you living outside the community, you standing up and you advocate and you don't even reside in the community, I'm not sure your voice is going to be as strong if you are presenting to the ones who can make things happen versus the people who actually live within the community.*

KEY TAKEAWAYS

In summary, focus group participants with extensive knowledge of Fayetteville communities offered rich contextual information about the nature of gun violence and its related contexts in these areas. Findings show the multi-layered web of factors that can influence violence, ranging from relationships with families, mentors and the broader community to societal issues that contribute to shaping the individual. Prevention will need to address all of these layers and may gain the most optimal levels of local buy-in if the community is directly involved in guiding prevention planning and implementation.

SYNTHESIS OF FINDINGS

SECTION INTRODUCTION

Before integrating the findings and providing overall takeaways for the report, we will restate the key findings from our landscape, cost, and focus group analyses. This initial step highlights the trends, economic costs, and community perspectives on gun violence that were previously discussed before assessing the collective scale and impact of this type of violence in Fayetteville.

An overview of previous sections

The landscape quantitative analysis indicates that gun violence, overall, has declined in Fayetteville since 2022, though certain neighborhoods, like the ones in the ShotSpotter zones, experience disproportionately high levels of violence. Yet, the analysis also found that ShotSpotter neighborhoods are not "outliers" when compared to similar neighborhoods.

The cost analysis estimates that gun violence cost taxpayers, employers, and victims approximately $466 million in 2024. Homicides represent the largest contributor to total costs due to combining the value of a lost life with higher criminal justice expenditures.

Drawing from the focus groups, the qualitative analysis distilled five recurring, meaningful themes from focus group participants:

1. Stigmatizing perceptions of certain neighborhoods fuel disinvestment, which can create conditions that facilitate gun violence.
2. Gun culture and exposure normalize risk and increase opportunities for unsafe gun-related behavior.
3. Residents have questions about ShotSpotter, expressing skepticism about its return on investment and asking for clearer information and accountability.
4. Youth developmental factors—such as unstructured time, limited positive mentorship, and exposure to trauma—both elevate risk and present actionable points for prevention.
5. Participants emphasized the need for consistent, multi-directional community engagement across agencies, organizations, and residents to sustain prevention efforts and build trust.

Qualitative analysis: *the in-depth interpretation of non-numerical data to understand meanings, experiences, and contexts.*

Quantitative analysis: *the systematic examination of numerical data to identify patterns, test hypotheses, and estimate relationships using statistics.*

INTEGRATED FINDINGS

SECTION INTRODUCTION

This section brings the strands from the previous sections together to generate integrated findings—insights that leverage results across the various methods of this study. Here, we align the cost and trend estimates with community perspectives to produce a more complete, credible, and useful understanding than either the quantitative analysis or community narratives can deliver on their own.

Data and residents' experience show comparable levels of gun violence across peer neighborhoods

According to focus group participants, the neighborhoods within the ShotSpotter zones carry a negative reputation that exceeds what the best available comparative data support. Residents feel their neighborhoods are stigmatized as uniquely dangerous, driven in part by disproportionate media attention, though their neighborhoods are not markedly different from other parts of the city with similar challenges, as noted in the following quote:

> ***Gun violence can be anywhere [but] when you hear people talking about [neighborhood], they always go to a negative connotation.***

This disconnect aligns with the data from the landscape analysis. While rates of gun violence in ShotSpotter neighborhoods exhibit higher crime rates than their matched peers in some years, the differences are small and statistically insignificant. In other words, neighborhoods outside of the ShotSpotter zones are also in need of resources and preventative measures/programs.

While the level of gun violence in ShotSpotter neighborhoods may not constitute an anomaly, these areas do experience higher levels of gun violence compared to the City overall.[5] Focus group respondents highlighted how gun violence was just a part of their "normal," stating ***"I hear gunshots a lot when I'm [out]... It's like it's normal to feel unsafe when you're stepping outside."*** While Fayetteville, in general, experienced declining rates of violent and nonviolent gun crimes, the increasing (or stagnant) level in these neighborhoods since 2022 confirms these neighborhoods experience higher-than-average gun violence, but they are not unique in this regard.

Young adults (ages 18 to 24) and gun violence are often tied together

A disproportionate amount of focus, both locally and nationally, has recently been aimed at young adults (18-24) when discussing gun violence. This is not surprising from a statistical standpoint as data going back to the 1980s shows how this age group is disproportionately more likely to be involved in violent crime. To the point where this phenomenon (known as the age-crime curve) became a theoretical expectation in criminology and criminal justice literature (Kim & Bushway, 2018; Kazemian, 2021).

[5]Scholars have frequently noted the importance of macro-level factors when studying crime, specifically the influence of resource deprivation/affluence measures (particularly income inequality) and social cohesion (Land et al., 1990; Kawachi et al., 1999; McCall et al., 2008). These works point to the structural, rather than the individual, as the primary influence in how crime rates shift over time.

INTEGRATED FINDINGS

The landscape analysis also showed increasing involvement of young adults (18-24) in violent gun crimes. This group constituted the highest percentage of arrestees for violent crimes using a firearm, beginning in 2023. They were the second largest percentage of arrestees for non-violent firearm offenses between 2021 and 2024.

The prominence of this age group in relation to gun-related offenses appeared in the qualitative findings as well, with respondents (primarily adults) providing their perceptions about why youth and young adults become involved with gun violence. Specifically, there was discussion about how youth are put at a disadvantage:

> ***A lot of kids feel like they're in fight or flight. They either got to hang with these people or they get beat up by these people or they got to fight for their life or they got to be the one killing to survive.***

Perceived widespread firearm access seen as a significant issue

Easy access to guns was discussed during the focus groups. Participants describe youth and others accessing guns through various methods including burglaries and from family members. Young people were specifically mentioned in terms of the ubiquity of guns: ***"with young people today, carrying a gun is like carrying a phone. Everybody has one."***

The perception of gun accessibility appears to be consistent with gun-violence trends within the ShotSpotter neighborhoods (as discussed in the initial integrated findings). While (non-)violent gun violence has seen a decline in Fayetteville, overall, rates of non-violent gun crime in ShotSpotter neighborhoods increased just under 17% from 2022 to 2024 and the violent gun crimes remained consistent over this time period.

This notion of increased accessibility of firearms, at least in certain areas of Fayetteville, comes as North Carolina considers eliminating the requirement to obtain a permit in order to carry a concealed handgun (Freedom to Carry NC, n.d.). Recent literature finds that permissive gun laws such as the ones the state has recently implemented lead to a statistically significant increase in the level of violent crime, even after accounting for various socioeconomic, criminal, and demographic factors (Donohue, Aneja, and Weber, 2019; Donohue, 2022).

Finally, perceptions of gun accessibility in communities could be related to increases in gun purchases during the COVID pandemic. Nationally there was a spike in gun purchases during COVID that was apparent throughout the US (Lang & Lang, 2021; Miller et al., 202). An increase in guns often leads to greater gun violence (Laquer et al., 2019; Schliemer et al., 2020).

RECOMMENDATIONS

The widespread effects of gun violence, evident from the cost analysis, argue for a public health approach, or moving interventions upstream to address disinvestment, overall exposure to guns, the need for social-emotional skills development prior to exposure to gun violence, and engaging with communities (Hemenway & Miller, 2013). Focus group members spoke to greater upstream prevention strategies particularly in terms of providing youth and young adults with mentors and support, as well as calling for more partnership between the community and local government leaders. These types of interventions can work alongside existing response and deterrence interventions.

The City of Fayetteville has already begun to pursue these efforts with the creation of the Office of Community Safety (Weisblat, 2025). This section is an effort to provide additional guidance and assistance to the programs and initiatives already in place based on research conducted for this project and elsewhere. While this should not be considered an exhaustive list of recommendations, we believe these recommendations in conjunction with the study recently completed by the Wilson Center will provide the City with a good foundation for understanding and tackling gun violence from a more nuanced and actionable perspective.

...We believe these recommendations in conjunction with the study recently completed by the Wilson Center will provide the City with a good foundation for understanding and tackling gun violence from a more nuanced and actionable perspective.

We begin this section by discussing the general rationale behind the type of recommendation before listing specific programs and policies in table 7 at the end.

Classifications within policing data

The police and/or the City provide a great deal of information, specifically related to the use of a weapon (firearm) and the types of injuries victims sustain, within their publicly available and administrative datasets. Having said that, we noticed a few instances over the course of the study where additional information/context would be instrumental in assisting with the study of gun violence.

To begin, we recommend recording and categorizing the intentionality of the recorded incident (if possible). This can include distinguishing between:

1. Intentional, e.g., targeted assault;
2. Unintentional/accidental;
3. Self-inflicted (suicide attempt); or
4. Undetermined cases.

The rationale for this distinction is relatively straightforward: intent matters and can fundamentally alter prevention and response strategies. Suicide prevention and safe-storage campaigns require very different interventions than targeted criminal-justice responses, and accidental discharges point to storage education needs.

RECOMMENDATIONS

Second, investigate ways to capture the relationship between victim and offender, such as classifying incidents as intimate partner/domestic, known acquaintance/friend, family, stranger, gang/conflict-related, or unknown. Similar to the rationale discussed above, correctly differentiating the relationship between the victim(s) and offender(s) of gun-related incidents is essential due to the distinct risk dynamics and prevention strategies for each type of offense. Together, these additions will make Fayetteville's data far more useful for targeting interventions and allocating resources to programs that are tailored to meet the specific needs of different forms of violence.

Broadening prevention efforts and intervention strategies

Another recommendation is for the City to implement their prevention strategies not only in ShotSpotter zones, but also in other neighborhoods that the data show face similar levels of risk. While ShotSpotter areas consistently register high activity of gun violence, the landscape analysis indicates they are not statistical outliers—other neighborhoods exhibit comparable concentrations of shootings and underlying risk factors—so limiting resources only to sensor zones would miss numerous high-need places. One possible approach is for the City to pilot interventions in several areas that are comparable to neighborhoods within the ShotSpotter zones.

As part of any community-based intervention, it is important to be able to understand the success of the program. Offering support for local organizations focused on gun violence reduction in creating data-oriented evaluations can help program leaders gain the skills necessary for improvement and measuring success. Fayetteville's Office of Community Safety initiated micro-grants to local organizations focusing on crime reduction, including gun violence (FayettevilleNC, n.d). As part of the grant process, local organizations take part in workshops to support the organizations. One workshop could assist organizations in creating logic models to help identify how programs intend to provide support to those with the highest risk, facilitating the collection of data to track outcomes and impact, and identifying locations/places they feel would benefit from a particular intervention program. Evaluation of programs should emphasize program improvement and support.

Placed-based improvements to support crime and violent crime reduction

Disinvestment in communities was a theme from the focus groups, with community members talking about how the appearance of their neighborhoods affected the community. Efforts to improve the physical environment to support changes in behaviors and perceptions are in line with a public health approach.

Investment in vacant lots through the clearing of debris and mowing are positively associated with reduced violent crime (Gong et al., 2022; Heinze et al., 2018). In particular, when community members are involved with maintenance, it creates social cohesion and a busier environment that helps deter criminal activity (Gong et al., 2022).

> ***Communities that have required minimal improvements to abandoned buildings in the form of replacing windows and doors, or demolition of abandoned buildings have seen declines in crime including firearm violence (Branas et al., 2016; Gobaud et al., 2022; Stacy, 2018).***

Requiring improvements to abandoned buildings, or demolishing the buildings, can have a similar effect as greening vacant lots. Buildings in disrepair can offer a hiding place for crime or give the appearance that disorder is acceptable (Schnell et al., 2019). Communities that have required minimal improvements to abandoned buildings in the form of replacing windows and doors, or demolition of abandoned buildings have seen declines in crime including firearm violence (Branas et al., 2016; Gobaud et al., 2022; Stacy, 2018).

Increase awareness about best practices related to media coverage of gun violence

Focus group members felt their communities were often portrayed as more dangerous than other similar communities. In addition, there was discussion about how residents felt gun fire was a normal occurrence. Local media coverage around gun violence can play a role in how people

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perceive gun violence in their own community and other communities. The media can also influence what the community wants to prioritize. News media can bring extra focus to certain types of gun violence such as homicides and child involved gun violence, while other gun violence such as domestic violence is overlooked (Beard et al., 2024a; Esposti et al., 2025).

There has been a recent push for an increased public health framing in the media of gun violence. This means news stories that provide more context to the event to help people understand the systemic factors such as disinvestment in communities that could be contributing to violence. Public health framing also discusses solutions so readers do not become fatalistic about gun violence. News content that emphasizes the people involved, information and resources can help reduce trauma to victims and increase community knowledge of public health solutions (Beard et al, 2024b).

Local community organizations could collaborate with local media to discuss ways to provide more context to stories addressing violence to minimize unintentional harm to communities. Resources can be found at "Better Gun Violence Reporting: A Toolkit for Minimizing Harm" (Frameworks Institute, 2025). Sharing free resources around best practices can help support a public health framing of gun violence.

Emphasize early and family interventions

Given the landscape analysis and feedback from the focus groups, we recommend that the ongoing violence prevention strategy must place young people at its center. This means investing in accessible, local programs that build skills, employment pathways, mentorship, and safe spaces where youth already gather, and by prioritizing early prevention beginning well before age 18. There has been success in deterring youth involvement in gangs through school-based programs involving presentations from law enforcement (Mellgren et al., 2024), and hand-gun use through the Communities That Care program (Rowhani-Rahbar et al., 2023). Developmental prevention programs, which help youth manage aggressive behaviors, have been successfully used in many settings such as schools, family training and clinics (Farrington et al., 2017).

Research shows that patterns of offending and risk-taking often emerge in early adolescence. This is when youths' general attitudes change. They form peer networks and disengage from school. They become more exposed to community disorder. Whereas programs that reach preteens and young teens can interrupt trajectories that might lead to violence in late-teen and young-adult years (Willoughby et al., 2021). Given that 18–24-year-olds commonly represent the highest share of violent offenders using firearms, combining early-stage supports with targeted interventions for older teens and emerging adults creates a continuum of prevention that addresses

Given that 18–24-year-olds commonly represent the highest share of violent offenders using firearms, combining early-stage supports with targeted interventions for older teens and emerging adults creates a continuum of prevention that addresses both root causes and immediate risks.

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potential risks. For example, Cure Violence is a selective program which aims to have community-based 'violence interrupters' intervene to stop violence by working with high-risk youth and young adults (Butts et al., 2015).

Focus on programs and interventions promoting best practices for gun safety

North Carolina's gun laws are, comparatively, more permissive than other states, according to the Giffords Law Center and Everytown for Gun Safety Gun (Everytown Research & Policy, 2025; North Carolina Gun Laws, 2024). This level of permissiveness, combined with the legal prohibition of localities creating their own gun policy, means that a legislative or policy solution is not feasible. There are, however, alternative measures to prevent and/or reduce gun violence.

Proper gun safety practices—such as safe storage, responsible handling, and regular maintenance—have been found to represent a key component of reducing firearm injuries (Rowhani-Rahbar et al., 2016; Anestis et al., 2023). Training programs that educate gun owners about these fundamentals have been shown to reduce both unintentional injuries and suicides, making them a powerful tool for community well-being even in the absence of stricter legislation (Smart et al., 2023; Carter & Cunningham, 2024). There has also been some success in promoting gun safety through health clinics particularly when safe storage devices are provided as part of the counseling (Rowhani-Rahbar et al., 2016).

Coordination between the police department and community organizations can be instrumental in promoting a culture of safety. By offering gun safety courses, hands-on demonstrations, and resources on best practices, these groups can empower individuals to take responsibility for their firearms. Community-led initiatives also foster dialogue and trust, helping to build a shared commitment to reducing gun violence. While changing laws may be difficult, changing attitudes and behaviors through education and outreach is a practical and effective way to make communities safer for everyone.

Table 7 – List of targeted issues and suggested programs

Targeted issue	Program	Source
Investment in place-based improvements	Greening vacant lots	Gong et al., 2023; Heinz et al., 2018
Misperceptions from Media	Toolkit for better gun violence reporting	Beard et al., 2024
Youth involvement in gun violence	School-based deterrence programs; Fostered deterrence	Mellgren et al., 2024
Youth hand-gun use	Communities That Care	Rowhani-Rahbar et al., 2023
Youth behaviors	Developmental prevention	Farrington et al., 2017
Targeting Older Teens	Cure Violence	Butts et al., 2015
Gun safety	Training programs	Smart et al., 2023; Carter & Cunningham, 2024
Gun safety	Counseling offered in medical clinics	Rowhani-Rahbar et al., 2016
Safe gun storage	Credible messengers	Anestis et al., 2021

CONCLUSION

This report offers research findings specific to Fayetteville and neighborhoods identified by the City of Fayetteville as having heightened levels of gun violence. The report also offers recommendations for prevention planning based on best-available evidence in research literature and the context of Fayetteville. Moving forward with violence prevention planning, it is important to recognize that researchers and communities are still working to identify specific underlying causes of violence (that would allow more targeted prevention work). While living in neighborhoods with high levels of poverty is linked to community gun violence (Barrett et al., 2022; Kravitz-Wirtz et al., 2022; Schleimer et al., 2021), the underlying mechanisms of that relationship are not fully understood (Ludwig, 2025). For example, there is increasing research on potential violence reduction through built components, such as building remediation (Branas et al., 2016; Gobaud et al., 2022) and greenspace (Gong et al., 2023; Heinze et al., 2018). As such, staying informed of the latest evidence will support increasingly effective efforts to reduce gun violence and other forms of crime.

On another note, what has been found to be effective in one city may not be effective in another. Ongoing conversations with those involved in implementation (e.g., grassroots organizations, police officers, city officials, initiative recipients) will be crucial for identifying facilitators and barriers to implementing evidence-based practices and programs. Further, implementing the "core components" (Blase & Fixsen, 2013) or active ingredients, according to protocols is important. However, methods of implementation may need to shift to be more locally relevant.

Lastly, people (and their modifiable skills, knowledge, and behavior) are nested within their neighborhood, city, state, and country. The policies, practices, and norms that are communicated across these contexts influence individuals' behavior. Comprehensive and sustainable violence prevention requires addressing each of these levels in addition to an individual's development.

REFERENCES

Anestis, M. D., Bond, A. E., Bryan, A. O., & Bryan, C. J. (2021). An examination of preferred messengers on firearm safety for suicide prevention. *Preventive Medicine, 145*, 106452. https://doi.org/10.1016/j.ypmed.2021.106452

Barrett, J. T., Lee, L. K., Monuteaux, M. C., Farrell, C. A., Hoffmann, J. A., & Fleegler, E. W. (2022). Association of County-Level Poverty and Inequities With Firearm-Related Mortality in US Youth. *JAMA Pediatrics, 176*(2), e214822. https://doi.org/10.1001/jamapediatrics.2021.4822

Beard, J. H., Raissian, R., Roberts, L., Partain, L., Midberry, J., Walker, T., Trombley, S., MacMillan, J., & Morrison, C. N. (2024a). Systematic disparities in reporting on community firearm violence on local television news in Philadelphia, PA, USA. *Preventive Medicine Reports, 42*, 102739. https://doi.org/10.1016/j.pmedr.2024.102739

Beard, J. H., Trombley, S., Walker, T., Roberts, L., Partain, L., MacMillan, J., & Midberry, J. (2024b). Public health framing of firearm violence on local television news in Philadelphia, PA, USA: A quantitative content analysis. *BMC Public Health, 24*(1), 1221. https://doi.org/10.1186/s12889-024-18718-0

Blase, K., & Fixen, D. (2013, January 31). Core Intervention Components: Identifying and Operationalizing What Makes Programs Work. *ASPE*. http://aspe.hhs.gov/reports/core-intervention-components-identifying-operationalizing-what-makes-programs-work-0

Boine, C., Siegel, M., Ross, C., Fleegler, E. W., & Alcorn, T. (2020). What is gun culture? Cultural variations and trends across the United States. *Humanities and Social Sciences Communications, 7*(1), 21. https://doi.org/10.1057/s41599-020-0520-6

Branas, C. C., Kondo, M. C., Murphy, S. M., South, E. C., Polsky, D., & MacDonald, J. M. (2016). Urban Blight Remediation as a Cost-Beneficial Solution to Firearm Violence. *American Journal of Public Health, 106*(12), 2158–2164. https://doi.org/10.2105/AJPH.2016.303434

Brown, S. E., Esbensen, F.-A., & Geis, G. (2015). Criminology (0 ed.). *Routledge*. https://doi.org/10.4324/9780323357395

Bureau of Justice Statistics. (n.d.). *National Crime Victimization Survey Data Dashboard (N-DASH)* [Dataset].

Butts, J. A., Roman, C. G., Bostwick, L., & Porter, J. R. (2015). Cure Violence: A Public Health Model to Reduce Gun Violence. *Annual Review of Public Health, 36*(Volume 36, 2015), 39–53. https://doi.org/10.1146/annurev-publhealth-031914-122509

Chien, C. (2020). America's Paper Prisons: The Second Chance Gap. *Michigan Law Review, 119*(3), 519–612. https://doi.org/10.36644/mlr.119.3.america

Carter, P. M., & Cunningham, R. M. (2024). Clinical Approaches to the Prevention of Firearm-Related Injury. *New England Journal of Medicine, 391*(10), 926–940. https://doi.org/10.1056/NEJMra2306867

Centers for Disease Control and Prevention. (n.d.). *Web-based Injury Statistics Query and Reporting System (WISQARS)* [Dataset]. https://wisqars.cdc.gov/

Creswell, J. W., & Clark, V. L. P. (2017). Designing and Conducting Mixed Methods Research. *SAGE Publications*.

Cook, P. J., & Ludwig, J. (2002). Gun violence: The real cost. *Oxford University Press*. https://doi.org/10.1093/acprof:oso/9780195153842.001.0001

Dekking, F. M., Kraaikamp, C., Lopuhaä, H. P., & Meester, L. E. (2005). *A Modern Introduction to Probability and Statistics*. Springer London. https://doi.org/10.1007/1-84628-168-7

Donohue, J. J., Aneja, A., & Weber, K. D. (2019). Right-to-Carry Laws and Violent Crime: A Comprehensive Assessment Using Panel Data and a State-Level Synthetic Control Analysis. *Journal of Empirical Legal Studies, 16*(2), 198–247. https://doi.org/10.1111/jels.12219

Donohue, J. J. (2022). The Effect of Permissive Gun Laws on Crime. *The ANNALS of the American Academy of Political and Social Science, 704*(1), 92–117. https://doi.org/10.1177/00027162231164865

Esposti, M. D., Hans, Z., Thulin, E., Hibbs, E. L., & Sokol, R. L. (2025). The US media should rethink coverage of firearm violence. *Nature Human Behaviour, 9*(2), 234–236. https://doi.org/10.1038/s41562-024-02095-0

Everytown Research & Policy. (n.d.). *The Economic Cost of Gun Violence*. Retrieved October 7, 2025, https://everytownresearch.org/report/the-economic-cost-of-gun-violence/

Everytown Research & Policy. (2022). Methodological Note for The Economic Cost of Gun Violence. *Everytown Research & Policy*. https://everytownresearch.org/report/methodological-note-cost-of-gun-violence/

Everytown Research & Policy. (2025, January 15). Gun Laws in North Carolina. *Everytown Support Fund*. https://everytownresearch.org/rankings/state/north-carolina/

Everytown Research & Policy. (2024). When the Shooting Stops: The Impact of Gun Violence on Survivors in America. *Everytown Research & Policy*. https://everytownresearch.org/report/the-impact-of-gun-violence-on-survivors-in-america/

REFERENCES

Farrington, D. P., Gaffney, H., Lösel, F., & Ttofi, M. M. (2017). Systematic reviews of the effectiveness of developmental prevention programs in reducing delinquency, aggression, and bullying. *Aggression and Violent Behavior, 33*, 91–106. https://doi.org/10.1016/j.avb.2016.11.003

FayettevilleNC, (n.d.). *City funds $84.5K for community-focused programs; nonprofit workshops*. Retrieved September 1, 2025, from https://www.fayettevillenc.gov/Media-Releases/City-funds-84.5K-for-community-focused-programs-nonprofit-workshops-available

Fayetteville Police Department. (2025a). Incidents—Crimes Against Persons [Dataset]. Fayetteville, NC Open Data. https://data.fayettevillenc.gov/search?tags=incidents

Fayetteville Police Department. (2025b). *Incidents—Crimes Against Property* [Dataset]. Fayetteville, NC Open Data. https://data.fayettevillenc.gov/search?tags=incidents

Fayetteville Police Department. (2025c). *Incidents—Crimes Against Society* [Dataset]. Fayetteville, NC Open Data. https://data.fayettevillenc.gov/search?tags=incidents

Federal Bureau of Investigation. (2024). *Crime Incident-Based Data in North Carolina for 2023* [Dataset]. Crime Data Explorer. https://cde.ucr.cjis.gov/LATEST/webapp/#/pages/home

FrameWorks Institute, Stoneleigh Foundation, & Philadelphia Center for Gun Violence Reporting. (2024). Better Gun Violence Reporting: A Toolkit for Minimizing Harm. *FrameWorks Institute*. https://www.frameworksinstitute.org/resources/better-gun-violence-reporting-a-toolkit-for-minimizing-harm/

Freedom to Carry NC, S50, North Carolina Senate 2025-2026 Session. Retrieved October 7, 2025, from https://www.ncleg.gov/BillLookup/2025/S50

Giffords Law Center. (n.d.). *GIFFORDS Law Center's Annual Gun Law Scorecard*. GIFFORDS. Retrieved October 7, 2025, from https://giffords.org/lawcenter/resources/scorecard/

Gobaud, A. N., Jacobowitz, A. L., Mehranbod, C. A., Sprague, N. L., Branas, C. C., & Morrison, C. N. (2022). Place-Based Interventions and the Epidemiology of Violence Prevention. *Current Epidemiology Reports, 9*(4), 316–325. https://doi.org/10.1007/s40471-022-00301-z

Gong, C. H., Bushman, G., Hohl, B. C., Kondo, M. C., Carter, P. M., Cunningham, R. M., Rupp, L. A., Grodzinski, A., Branas, C. C., Vagi, K. J., & Zimmerman, M. A. (2023). Community engagement, greening, and violent crime: A test of the greening hypothesis and Busy Streets. *American Journal of Community Psychology, 71*(1–2), 198–210. https://doi.org/10.1002/ajcp.12622

Heinze, J. E., Krusky-Morey, A., Vagi, K. J., Reischl, T. M., Franzen, S., Pruett, N. K., Cunningham, R. M., & Zimmerman, M. A. (2018). Busy Streets Theory: The Effects of Community-engaged Greening on Violence. *American Journal of Community Psychology, 62*(1–2), 101–109. https://doi.org/10.1002/ajcp.12270

Hemenway, D., & Miller, M. (2013). Public Health Approach to the Prevention of Gun Violence. *New England Journal of Medicine, 368*(21), 2033–2035. https://doi.org/10.1056/NEJMsb1302631

Houston Police Department: *Operational Staffing Model*. (2014). www.houstontx.gov/police/department_reports/operational_staffing/Houston_Police_Department_Operational_Staffing_Model_May_2014.pdf

Hunt, P., Anderson, J., & Saunders, J. (2017). The Price of Justice: New National and State-Level Estimates of the Judicial and Legal Costs of Crime to Taxpayers. *American Journal of Criminal Justice, 42*(2), 231–254. https://doi.org/10.1007/s12103-016-9362-6

Hunt, P. E., Saunders, J., & Kilmer, B. (2019). Estimates of Law Enforcement Costs by Crime Type for Benefit-Cost Analyses. *Journal of Benefit-Cost Analysis, 10*(1), 95–123. https://doi.org/10.1017/bca.2018.19

Kaeble, D. (2021). *Time Served in State Prison*, 2018.

Kawachi, I., Kennedy, B. P., & Wilkinson, R. G. (1999). Crime: Social disorganization and relative deprivation. *Social Science & Medicine, 48*(6), 719–731. https://doi.org/10.1016/S0277-9536(98)00400-6

Kazemian, L. (2021). *Pathways to Desistance from Crime Among Juveniles and Adults: Applications to Criminal Justice Policy and Practice* (Desistance from Crime: Implications for Research, Policy, and Practice). U.S. Department of Justice, National Institute of Justice.

Kim, J., & Bushway, S. D. (2018). Using Longitudinal Self-Report Data to Study the Age–Crime Relationship. *Journal of Quantitative Criminology, 34*(2), 367–396. https://doi.org/10.1007/s10940-017-9338-9

Kravitz-Wirtz, N., Bruns, A., Aubel, A. J., Zhang, X., & Buggs, S. A. (2022). Inequities in Community Exposure to Deadly Gun Violence by Race/Ethnicity, Poverty, and Neighborhood Disadvantage among Youth in Large US Cities. *Journal of Urban Health, 99*(4), 610–625. https://doi.org/10.1007/s11524-022-00656-0

Krivo, L. J., Peterson, R. D., & Kuhl, D. C. (2009). Segregation, Racial Structure, and Neighborhood Violent Crime. *American Journal of Sociology, 114*(6), 1765–1802. https://doi.org/10.1086/597285

REFERENCES

Land, K. C., McCall, P. L., & Cohen, L. E. (1990). Structural Covariates of Homicide Rates: Are There Any Invariances Across Time and Social Space? *American Journal of Sociology, 95*(4), 922–963. https://doi.org/10.1086/229381

Lang, B. J., & Lang, M. (2021). Pandemics, Protests, and Firearms. *American Journal of Health Economics, 7*(2), 131–163. https://doi.org/10.1086/713035

Laqueur, H. S., Kagawa, R. M. C., McCort, C. D., Pallin, R., & Wintemute, G. (2019). The impact of spikes in handgun acquisitions on firearm-related harms. *Injury Epidemiology, 6*(1), 35. https://doi.org/10.1186/s40621-019-0212-0

Ludwig, J. (2025). *Unforgiving places: The unexpected origins of American gun violence*. University of Chicago Press.

Magee, L. A., Ortiz, D., Adams, Z. W., Marriott, B. R., Beverly, A. W., Beverly, B., Aalsma, M. C., Wiehe, S. E., & Ranney, M. L. (2023). Engagement With Mental Health Services Among Survivors of Firearm Injury. *JAMA Network Open, 6*(10), e2340246. https://doi.org/10.1001/jamanetworkopen.2023.40246

McCall, P. L., Parker, K. F., & MacDonald, J. M. (2008). The dynamic relationship between homicide rates and social, economic, and political factors from 1970 to 2000. *Social Science Research, 37*(3), 721–735. https://doi.org/10.1016/j.ssresearch.2007.09.007

Meissner, C. A., Sporer, S. L., & Schooler, J. W. (2014). Person descriptions as eyewitness evidence. In *Handbook Of Eyewitness Psychology* 2 Volume Set (pp. 3–34). Routledge.

Mellgren, C., Rostami, A., Gerell, M., Sturup, J., Hartvigsson, T., Munthe, C., Bring, J., Hellberg, U., Jonsson, A. K., Fundell, S., & Sundell, K. (2024). Psychosocial Interventions Preventing Gang-Related Crime Among Young People: A Systematic Review. *Research on Social Work Practice*, 10497315241305779. https://doi.org/10.1177/10497315241305779

Miller, G. F., Barnett, S. B., Florence, C., McDavid Harrison, K., Dahlberg, L., & Mercy, J. A. (2024). Costs of Fatal and Nonfatal Firearm Injuries in the United States, 2019 and 2020. *American Journal of Preventive Medicine, 66*(2), 195–204. https://doi.org/10.1016/j.amepre.2023.09.026

Miller, G. F., Florence, C., Barnett, S. B., Peterson, C., Lawrence, B. A., & Miller, T. (2022). Monetized Estimated Quality-adjusted Life Year (QALY) Losses for Non-fatal Injuries. Injury Prevention: *Journal of the International Society for Child and Adolescent Injury Prevention, 28*(5), 405–409. https://doi.org/10.1136/injuryprev-2021-044416

Miller, T. R., Cohen, M. A., Swedler, D. I., Ali, B., & Hendrie, D. V. (2021). Incidence and Costs of Personal and Property Crimes in the USA, 2017. *Journal of Benefit-Cost Analysis, 12*(1), 24–54. https://doi.org/10.1017/bca.2020.36

Miller, M., Zhang, W., & Azrael, D. (2021). Firearm Purchasing During the COVID-19 Pandemic: Results From the 2021 National Firearms Survey. *Annals of Internal Medicine*, M21-3423. https://doi.org/10.7326/M21-3423

Mitchell, O., & Caudy, M. S. (2015). Examining racial disparities in drug arrests. *Justice Quarterly, 32*(2), 288–313.

Neil, R., & MacDonald, J. M. (2023). Where racial and ethnic disparities in policing come from: The spatial concentration of arrests across six cities. *Criminology & Public Policy, 22*(1), 7–34.

North Carolina Gun Laws. (2024). Giffords Law Center to Prevent Gun Violence. https://giffords.org/lawcenter/resources/scorecard/

Ousey, G. C., & Kubrin, C. E. (2018). Immigration and Crime: Assessing a Contentious Issue. *Annual Review of Criminology, 1*(1), 63–84. https://doi.org/10.1146/annurev-criminol-032317-092026

Peterson, C., Xu, L., & Barnett, S. B. L. (2021). Average lost work productivity due to non-fatal injuries by type in the USA. Injury Prevention: *Journal of the International Society for Child and Adolescent Injury Prevention, 27*(2), 111–117. https://doi.org/10.1136/injuryprev-2019-043607

Peterson, C., Xu, L., & Florence, C. (2021). Average medical cost of fatal and non-fatal injuries by type in the USA. Injury Prevention: *Journal of the International Society for Child and Adolescent Injury Prevention, 27*(1), 24–33. https://doi.org/10.1136/injuryprev-2019-043544

Pratt, T. C., & Cullen, F. T. (2005). Assessing Macro-Level Predictors and Theories of Crime: A Meta-Analysis. *Crime and Justice, 32*, 373–450. https://doi.org/10.1086/655357

Prieto, L., & Sacristán, J. A. (2003). Problems and solutions in calculating quality-adjusted life years (QALYs). *Health and Quality of Life Outcomes, 1*, 80. https://doi.org/10.1186/1477-7525-1-80

Rios, V. M., Prieto, G., & Ibarra, J. M. (2020). Mano suave-mano dura: Legitimacy policing and Latino stop-and-frisk. *American Sociological Review, 85*(1), 58–75.

REFERENCES

Rowhani-Rahbar, A., Oesterle, S., Gause, E. L., Kuklinski, M. R., Ellyson, A. M., Schleimer, J. P., Dalve, K., Weybright, E. H., Briney, J. S., & Hawkins, J. D. (2023). Effect of the Communities That Care Prevention System on Adolescent Handgun Carrying: A Cluster-Randomized Clinical Trial. *JAMA Network Open, 6*(4), e236699. https://doi.org/10.1001/jamanetworkopen.2023.6699

Rowhani-Rahbar, A., Simonetti, J. A., & Rivara, F. P. (2016). Effectiveness of Interventions to Promote Safe Firearm Storage. *Epidemiologic Reviews, 38*(1), 111–124. https://doi.org/10.1093/epirev/mxv006

Sampson, R. J., & Lauritsen, J. L. (1997). Racial and ethnic disparities in crime and criminal justice in the United States. *Crime and Justice, 21*, 311–374.

Santa Clara County Public Health. (2022). *Cost of Gun Violence in Santa Clara County*.

Schleimer, J. P., McCort, C. D., Pear, V. A., Shev, A., Tomsich, E., Asif-Sattar, R., Buggs, S., Laqueur, H. S., & Wintemute, G. J. (2020). *Firearm Purchasing and Firearm Violence in the First Months of the Coronavirus Pandemic in the United States* (p. 2020.07.02.20145508). medRxiv. https://doi.org/10.1101/2020.07.02.20145508

Schleimer, J. P., Buggs, S. A., McCort, C. D., Pear, V. A., Biasi, A. D., Tomsich, E., Shev, A. B., Laqueur, H. S., & Wintemute, G. J. (2021, December 22). Neighborhood Racial and Economic Segregation and Disparities in Violence During the COVID-19 Pandemic (world) [Research-article]. https://Doi.Org/10.2105/AJPH.2021.306540; *American Public Health Association*. https://doi.org/10.2105/AJPH.2021.306540

Schlueter, M., Weber, R., & Bellas, M. (2011). THE VERMONT CENTER FOR JUSTICE RESEARCH.

Schnell, C., Grossman, L., & Braga, A. A. (2019). The routine activities of violent crime places: A retrospective case-control study of crime opportunities on street segments. *Journal of Criminal Justice, 60*, 140–153. https://doi.org/10.1016/j.jcrimjus.2018.10.002

Smart, R., Morral, A. R., Ramchand, R., Charbonneau, A., Williams, J., Smucker, S., & Xenakis, L. (2023). *The science of gun policy: A critical synthesis of research evidence on the effects of gun policies in the United States (Third edition)*. Rand Corporation.

Song, Z., Zubizarreta, J. R., Giuriato, M., Paulos, E., & Koh, K. A. (2022). Changes in Health Care Spending, Use, and Clinical Outcomes After Nonfatal Firearm Injuries Among Survivors and Family Members: A Cohort Study. *Annals of Internal Medicine, 175*(6), 795. https://doi.org/10.7326/M21-2812

Stacy, C. P. (2018). The effect of vacant building demolitions on crime under depopulation. *Journal of Regional Science, 58*(1), 100–115. https://doi.org/10.1111/jors.12350

US Census. (2024). *U.S. Census Bureau QuickFacts: Fayetteville city, North Carolina*. https://www.census.gov/quickfacts/fact/table/fayettevillecitynorthcarolina/PST045224

U.S. Census Bureau. (2022). *American Community Survey 5-Year Estimates: Comparison Profiles 5-Year*, [Dataset]. http://api.census.gov/data/2022/acs/acs5

USAFacts. (2024). How much do states spend on prisoners? *USAFacts*. https://usafacts.org/articles/how-much-do-states-spend-on-prisons/

Wamser-Nanney, R., Nanney, J. T., & Constans, J. I. (2020). The Gun Behaviors and Beliefs Scale: Development of a new measure of gun behaviors and beliefs. *Psychology of Violence, 10*(2), 172–181. https://doi.org/10.1037/vio0000249

Weisblat, E. (2025, June 27). Fayetteville's Office of Community Safety gets to work. *CityView NC*. https://www.cityviewnc.com/stories/fayettevilles-office-of-community-safety-gets-to-work/

Wells, G. L., & Olson, E. A. (2003). Eyewitness testimony. *Annual Review of Psychology, 54*(1), 277–295.

Willoughby, T., Heffer, T., Good, M., & Magnacca, C. (2021). Is adolescence a time of heightened risk taking? An overview of types of risk-taking behaviors across age groups. *Developmental Review, 61*, 100980. https://doi.org/10.1016/j.dr.2021.100980

APPENDIX A

QUANTITATIVE METHODOLOGY

Crime Datasets

The research team imported the three publicly available datasets (crimes against society, persons, and property), transforming them into a consistent coordinate system (EPSG 4326), combining them into a single dataset, and then removing offenses with invalid or unfounded statuses. One thing to note about the Fayetteville data is that the incidents list all associated offenses rather than reporting the highest-rated offense (according to the Uniform Crime Reports), which is common in other datasets. This issue was mitigated by grouping offenses by case number (incident) and date, and linking offense descriptions into a single string.

We then imported the administrative crime dataset provided by the Fayetteville Police Department, which includes information on individuals involved in crimes, such as offenders, victims, and others, as well as the type of weapon used in an incident. The dataset was aggregated, i.e., summarized, by month to tally the number of offenders, victims (demarcated by whether the victim was injured or fatally wounded), and whether the incident involved any firearm. Finally, all charges associated with each incident were combined into a single string.

Geographic Boundaries and Matching

In QGIS, three shapefiles—the metro-area boundary, the county census tracts, and the ShotSpotter neighborhoods—were employed to ensure the final dataset focuses on incidents within the city limits of Fayetteville. We filtered the census tracts to only include those within the metropolitan boundary. To estimate "ShotSpotter Neighborhoods", we then conducted a spatial join where we selected the Tracts that "intersect" the ShotSpotter layer before creating a new variable to denote whether a tract is selected (1 to imply it is considered a ShotSpotter neighborhood) or not (0 means it is outside the ShotSpotter area).

Matching neighborhoods is a crucial step in quasi-experimental research, especially when random assignment isn't possible. By matching neighborhoods with and without ShotSpotter on factors such as previous crime rates and demographics, the comparisons, and consequently the results, are more fair and valid. By minimizing differences between groups, the research team can appropriately assess whether the neighborhoods selected for ShotSpotter monitoring were truly higher risk or if other factors influenced placement.

The MatchIt library in R was used to match neighborhoods based on several important factors, including:

1. Violent crime rate (per 1,000 residents)
2. Crimes involving a firearm rate (per 1,000 residents)
3. Demographics: race, gender, and age (under 25)
4. Economics: percent below the poverty line, veteran status, and Gini index of the neighborhood

The matching specification utilized the "optimal" distance to minimize the differences between units on the previously listed variables. Overall, these settings help ensure that the comparison is fair and that the results are reliable and meaningful in relation to the study's goals.

COST METHODOLOGY & DESCRIPTION OF COSTS METHODS

Methods

The research team completed an extensive review of the literature to locate current nationwide, and where possible state specific, estimates of the various costs. For medical costs, which typically rely on administrative data such as hospital and insurance claims data, there was a fair amount of current literature available. However, when it comes to police and criminal justice costs, where there are no market prices, cost estimates were more limited. Articles were chosen based on methods used, recency of data, and inclusion in other reputable sources or models (i.e. PIRE injury model, CDC WISQARS, Everytown's report on the cost of gun violence). Table 1 presents the estimates in 2024 dollars.

Table 1 – Cost estimates based on cost category, type of injury and unit of measurement

Cost Categories	Costs/Unit (2024 dollars)		
	No-Bodily Harm	Non-fatal Injury	Fatal Injury
Police Costs *(per incident)*	$1,630	$8,378	$228,215
Criminal Justice costs *(per arrest)*	$492	$1,348	$44,318
Incarceration* *(per arrest)*	$73,789	$105,413	$750,671
Medical costs** *(per victim)*	N/A	$32,901	$22,104
Work loss/ Productivity*** *(per victim, ages 18 to 64)*	N/A	$1,464	N/A
Loss of quality of life**** *(per victim)*	N/A	$62,351	$13,914,979

*Assumes the average time spent in prison for an assault is 2.5 years and 17.8 years for a homicide (Kaeble, 2021). In addition, it is assumed 65% of arrests result in a conviction (Chien, 2020).

** For fatal injuries, assume 26.7% die in an inpatient setting and 73.3% die in the ED (Miller et al, 2024).

*** Assumes the average number of work days lost is 11.3 days (Peterson, Xu & Barnett, 2021).

****For non-fatal quality of life it is assumed 55% of injuries are treated in ED and 45% are treated in an inpatient setting (Miller et al., 2024).

Description of Costs

Police costs: If a firearm violence incident is reported, the local police respond. Police costs include the labor costs of responding to and investigating a crime such as controlling a crime scene, conducting interrogations and arrests, and appearing in court. In addition, there is the cost of the equipment involved, including police vehicles, weapons, communication systems and information technology (P. E. Hunt et al., 2019). For police costs, we relied on Hunt et al., (2019) which is frequently cited in gun violence cost analysis (Everytown Research & Policy, 2022; T. R. Miller et al., 2021; Santa Clara County Public Health, 2022). Hunt et al., (2019) examined average variable costs based on police expenditure data and incorporated studies examining the amount of time spent for different types of crimes (Houston Police Department: Operational Staffing Model, 2014; Schlueter et al., 2011). Cost estimates are provided for the nation and by state.

Criminal Justice costs: Once there is an arrest, the costs associated with the legal system become involved. For this report, criminal justice costs include court administration, and public defenders and prosecutors. Hunt et al., (2017) takes a similar approach to the methods they included in the development of police costs - examining variable costs and incorporating the proportion of time spent by crime type. Cost estimates are provided for the nation and by state.

Incarceration costs: Once convicted, an offender is sent to prison. Costs associated with incarceration are typically based on state budgets for prisons, divided by the number of individuals imprisoned. USA Facts provides data from 2021 on the cost of prisons by state (USAFacts, 2024). Average time served is based on data from the US Dept of Justice from 2018 indicating the average time served for a homicide is 17.8 years, and 2.5 years for an assault (Kaeble, 2021). Since we do not have conviction data, the research team assumed that 65% of cases result in a conviction based on state data included in 'America's Paper Prisons: The Second Chance Gap' (Chien, 2020). We do not separately account for costs of jail time (time spent in the county jail while

COST METHODOLOGY & DESCRIPTION OF COSTS METHODS

awaiting trial). We assumed that jail time would be incorporated into the final sentence and actual time spent in prison.

Medical Costs: For victims of firearm violence who sustain non-fatal or fatal injuries there are the initial hospital costs associated with the event. Victims enter the hospital system through the emergency department (ED), and, if necessary, are then admitted into inpatient care. In addition, our model includes costs associated with the injury for a year following the initial event such as outpatient procedures, office visits, ED visits, mental health visits, and pharmacy services. Medical transport and coroner's fees (for fatal injuries only) are also included. For both fatal and non-fatal injuries we relied on Peterson et al., (2021) as they provided a one-year time frame and use data from both the Healthcare Cost and Utilization Project (hospital data) and Insurance claims data (outpatient data). The CDC also relies on Peterson et al., (2021) for calculation of medical costs associated with various types of injuries, including injuries from firearms (WISQARS cost of Injury). For fatal injuries, individuals may die in the ED, or after being admitted to, higher cost, inpatient care. We assume approximately 74% of fatal injuries only use ED services with the balance being admitted to inpatient care (G. F. Miller et al., 2024).

Mental health: The trauma of being a victim of firearm violence can be long lasting, as well as impacting family members. For this analysis, mental health visits for the victim, but not family members, are incorporated into the estimation of medical costs from Peterson et al., (2021).

Employer productivity loss: Work/productivity loss includes the loss of productivity due to a firearm injury. For these costs, wages represent the dollar estimate of lost productivity from missed days at work. Based on existing literature (Peterson, Xu, & Barnett, 2021), the average number of days lost due to injuries that are initially treated in the ED is 11.3 days, and the average income for an individual in Fayetteville is $142 per day (US Census, 2024). This cost was applied to victims who were of working age (18 to 64).

Quality of life: Quality of life is a way of assigning a value to how a person's life is changed as a result of an injury both in terms of quality and longevity of a life and is commonly used to evaluate medical treatments and interventions (Prieto & Sacristán, 2003). We rely on values determined in G.F. Miller et al., (2022) which incorporated the assessments of an expert panel of physicians to determine the impairment from an injury from a gun based on the location of injury and the Value of Statistical Life (VSL) - based on the amount people are willing to pay to save a life as well as other valuation methods (Peterson, 2021). These Quality of life valuations are consistent with what the CDC uses for their calculation of costs associated with injuries.

Unrepresented costs: The costs presented here are not all inclusive of the costs associated with firearm violence. Firearm violence can have wide and long-lasting effects that may not be represented in these cost estimates. While mental health costs related to the victim are included (part of medical costs), mental health costs related to family members and community members are not included. In terms of medical costs, the largest jump in costs tends to occur right after the event happens (Song et al., 2022). The initial medical costs and those through the first year are estimated and included, however, firearm victims may be reliant on ongoing medical care beyond the first year which are not included here. We could not identify a good, current proxy for lost wages, so while we include the employer's productivity loss we do not have lost wages (which would require estimating disability pay) for the victim.

In addition, there are costs that are not directly related to the incidents that are not included. There are many prevention and intervention programs that have been established to minimize firearm violence that are not accounted for in these estimates. We do not consider work-loss for perpetrators. Support programs for victims and their family, and programming to support offenders when they complete their sentences are not included. Lastly, there are unmet needs of survivors for resources which are not accounted for. Some victims may face barriers to treatment, particularly mental health treatment, such as stigma, lack of available resources and financial constraints (Everytown Research & Policy, 2024; Magee et al., 2023).

PRE-FOCUS GROUP SURVEY – DEMOGRAPHIC QUESTIONS

1. Are you 18 years or older?
    i. Yes
    ii. No

2. Which area below do you live in, or where do you spend a lot of time?
    i. Cliffdale
    ii. Murchson
    iii. Massey Hill
    iv. None of the above

3. How long have you lived in or been visiting [area]?
   Please write the number instead of the word (i.e., 1 instead of one).
    i. _____ years
    ii. _____ months

4. What state do you currently live in? [text box]

5. What is your zip code? [require numerical answer]

6. What is your gender?
    i. Woman
    ii. Man
    iii. Trans man/masculine
    iv. Trans woman/feminine
    v. Nonbinary/Genderqueer/Agender
    vi. Another gender not listed:

7. What is your race? [Select all that apply]
    i. American Indian or Alaska Native
    ii. Asian
    iii. Black or African American
    iv. Middle Eastern/Arab
    v. Native Hawaiian or Other Pacific Islander
    vi. White
    vii. Hispanic or Latino/a/e
    viii. Self describe:

8. Do you or have you formerly worked in any of the following professions (please check all that apply)?
    i. Military
    ii. Law enforcement
    iii. Prisons or jails
    iv. Private security
    v. Hunting/sporting/outdoors professions that may involve firearms.
    vi. None of the above

9. What is your date of birth?
    i. Month
    ii. Day
    iii. Year

10. What is the highest level of education you finished?
    i. Less than high school
    ii. High school/GED
    iii. Some college
    iv. Associates degree (2 year equivalent)
    v. Bachelor degree (4 year equivalent)
    vi. More than bachelor degree

TABLE OF FOCUS GROUP THEMES BY RESEARCH QUESTION

	Reported as current context of community	Reported as something that needs to be addressed/ facilitated	Context
Risk Factors & Community Challenges			
Negative neighborhood perceptions	X	X	Relates to disinvestment, ignores neighborhood strengths.
Neighborhood historical disinvestment	X	X	Limitations in resources for good quality of life.
Easy gun access & exposure	X	X	Youth can access guns without appropriate training or social-emotional skills.
Age (youth)	X	X	Youth drive gun violence (and is influenced by various individual and community factors).
Protective Factors & Community Strengths			
Credible & positive role models	X	X	The community has potential role models that could be connected with youth.
Social-emotional (SE) skills		X	Quick and over-reactions plus guns can lead to lethal outcomes.
Community cohesion	X	X	Some focus groups reported strong cohesion, some reported it as lacking.
Neighborhood historical roots	X		Historical elements were a point of pride.
Restorative practices		X	Some noted the need for holistic re-entry and approaches.
Current resources and growth	X	X	Participants highlighted current resources, like parks and schools.
Community policing practices		X	There's a desire for more community-oriented policing.

APPENDIX E

QUALITATIVE METHODOLOGY

In partnership with members of thegrouptheory, Inc. team, a Fayetteville-based community outreach organization, seven focus group discussions were conducted — two discussions per neighborhood area and an additional focus group of young adults (ages 18 to 24) across all neighborhoods. Participants were recruited at local public spaces (e.g, recreation centers) and in-person events, as well as through flyer distribution, listservs, and word of mouth. Discussions took place between December 2024 and July 2025. Participants also completed pre-discussion questionnaires to describe our qualitative sample.

Pre-Discussion Questionnaire

The pre-discussion questionnaire asked demographic questions as well as questions related to firearm attitudes and beliefs.

Two concepts from a research measure of gun-related beliefs were included, specifically: (a) neighborhood factors/concerns, referring to frequency and perceived need of guns, and (b) gun presence, referring to the presence of gun owners (Wamser-Nanney et al., 2020). Response options for questions on this measure ranged from one (strongly disagree) to seven (strongly agree). Higher scores indicate higher support/positivity towards guns.

Focus Group Discussion Content

Each focus group followed the same protocol. Questions about perceptions and experiences related to community strengths and challenges (e.g., "What's your favorite part of this community?"), causes of violence (e.g., "What have you heard or seen as causes of gun violence in this area?"), and strategies to prevent violence (e.g., "What do you think the community could do to prevent violence in this area?") were asked. Participants also reacted to the description of ShotSpotter.

Focus Group Analysis

Focus groups were recorded and transcribed word for word. The research team conducted inductive thematic analysis. First, transcripts were open-coded – words and phrases were assigned to transcript segments that summarized the data. A draft codebook – a set of these codes and how they connect to one another – was developed. The team then applied the draft codebook to three transcripts and further revised the codebook. The team began to draft and discuss the key ideas in the data at this point. Then, the transcripts were uploaded to Dedoose (Version 9.0.107), a qualitative analysis software that allows teams to code transcripts. After two team members coded each transcript, each team member drafted themes based on their coded data. These themes were discussed and refined into the results reported here by RJG with review from FRC and JM.

Limitations

It is important to understand that any finding or takeaway from the Community Perspective section should be taken with the following considerations in mind:

- Qualitative studies are not designed to produce data that can be generalized across communities. The rich information described here is used to situate recommendations for prevention within the local context.
- While community perceptions and experiences offer invaluable information for shaping community planning, perceptions should be cross-checked across varied forms of data to shape decision making.
- The average age of the focus group participants was 42. This is important context for reading findings related to youth development and, while some participants in the 18-24 range also participated in focus groups, the relative skew of our focus group members could have influenced the particular assumptions and prevention plans.

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