

**THIS CONTRACT** is made, and entered into this the 12th day of March 2019, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and **BEYNON SPORTS SURFACES, INC.** a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

- 2. TERM OF CONTRACT.** The Term of this contract for services is from March 12, 2019 to June 30, 2019 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed **THREE HUNDRED SIXTY NINE THOUSAND AND 00/100 DOLLARS (\$369,000.00)** as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR’s activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. INDEMNIFICATION.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR’s performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 6. INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

**6.1 Commercial General Liability:** Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

**6.2 Commercial Automobile Liability:** ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

**6.3 Worker's Compensation and Employers Liability:** as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

## **7. TERMINATION.**

**7.1. EVENT OF DEFAULT.** Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the County may take one or more or all of the following actions:

1. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the County for damages caused by the Contractor's Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

**7.2 TERMINATION FOR CONVENIENCE.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination. Termination of this Contract, under either section 7.1 or 7.2, shall not form the basis of any claim for loss of anticipated profits by either party.

**8. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

**9. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

**10. COMPLIANCE WITH LAWS.** CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

**11. HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

**12. NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

**13. EMPLOYMENT ADVERTISING REQUIREMENTS.** CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham County Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

**14. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

**15. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies).** Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides “minimum value” to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham County are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham County against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and to indemnify the County against any associated 4980H penalties. **Please complete Exhibit A and return with this contract.**

**16. SECURITY BACKGROUND CHECKS.** The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a County contract unless explicitly mandated by law.

The Contractor will send the results of the background checks to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person’s criminal conduct has a direct and/or specific negative bearing on a person’s fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office on any negative determinations. The Security Manager will notify the Contractor’s County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information will be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract, and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings restricted.

Additional background screening may be necessary at specific county buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff’s Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person’s criminal conduct has a direct and/or specific negative bearing on a person’s fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual

from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

**17. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

**18. DISPUTE RESOLUTION PROCEDURE.** To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

**19. EXISTENCE.** CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

**20. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

**21. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

**22. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF DURHAM  
ATTN: GENERAL SERVICES  
310 SOUTH DILLARD STREET  
DURHAM, NORTH CAROLINA 27701

BEYNON SPORTS SURFACES, INC.  
ATTN: JOHN T. BEYNON  
16 ALT ROAD  
HUNT VALLEY, MARYLAND 21030

23. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
24. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
25. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in **Exhibit B – Federal Uniform Guidance Contract Provisions Certification.**
26. **ENTIRE CONTRACT.** This contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**IN TESTIMONY WHEREOF,** the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

\_\_\_\_\_  
**Motiryo Keambiroiro,**  
**Director of General Services**

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

\_\_\_\_\_  
**Susan Tezai, Durham County Chief Financial Officer**

BEYNON SPORTS SURFACES, INC.

By: \_\_\_\_\_  
Authorized Representative

**Print Name/Title:** \_\_\_\_\_

ATTACHMENT 1” to follow

**Durham County Memorial Stadium Track Resurfacing**

**SCOPE OF SERVICES**

**RFP 19-019**

This Scope of Services will become an integral part of the contract between the County of Durham and the Contractor. The Contractor hereby agrees to provide services and/or materials to the County pursuant to the provisions set forth below.

- 1.0 **PURPOSE:** The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide resurfacing of the existing elastomeric polyurethane track, layout and paint all lines at Durham County Memorial Stadium located at 750 Stadium Drive Durham, N.C. 27704.
- 2.0 **INVOICE PAYMENT:** Invoices submitted will be paid net 30 days. Invoices shall be forwarded to the County's Designated Representative for review and payment approval.
- 3.0 **TERMS OF CONTRACT:** The initial term of the contract will be from **Date of Award** through **June 30, 2019**. The County shall make notice of such intent to renew approximately sixty (60) days prior to the expiration of the current term. Any renewal shall be based on satisfactory performance by the Contractor(s) during the previous years for the services provided. Price increases may be negotiated only at time of renewal.
- 4.0 **CANCELLATION OF CONTRACT:** The County of Durham reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation shall not relieve the Contractor(s) of the obligation to deliver and/or perform services on all outstanding orders issued prior to the effective date of cancellation.
- 5.0 **COUNTY DESIGNATED REPRESENTATIVE:** Ray Ellis, Stadium Manager, Phone: 919-201-1540, Email: mreellis@dconc.gov
- 6.0 **BACKGROUND:** Durham County Memorial Stadium was constructed in 1958 and is home to multiple sports organizations. The stadium received major renovations in 2010 and a track was installed at this time along with a synthetic turf football field.
- 7.0 **WORK REQUIREMENTS:**
  - a. The synthetic surfacing contractor shall furnish all labor, materials, equipment, supervision and services necessary for the proper completion of the synthetic track system and related work indicated on the drawings and specified herein.
  - b. The synthetic surfacing contractor shall refer to the drawings for the required locations of synthetic track surfacing to be installed. All quantities and dimensions shall be field verified by the synthetic surfacing contractor.

### **Specific Scope of Work**

- A. Install a full depth poured-in-place two-component, UV stabilized elastomeric polyurethane synthetic resurfacing system with encapsulated textured finish.
- B. Layout and paint all track lines and event markings as required and specified by current IAAF and NCAA rules. If a discrepancy between the two rules were to occur then the NCAA rules shall govern.

### **Coordination**

- A. The synthetic surfacing contractor shall coordinate the work specified with an authorized and appointed representative of the owner to perform the work during a period and in a manner acceptable to the owner.

### **Materials**

**“Specifications based on Beynon Sports Surfaces BSS 2000RE Encapsulated Resurfacing synthetic track system. Durham County will accept substitutions as long as the product is functionally equivalent to the stated requirement. The proposed substitute shall meet all functional and performance characteristics of the specified product.” Refer to paragraph 3 under Instructions to Proposers for further information.”**

#### **Elastomeric Polyurethane**

- A. BEYPUR, the two-component U.V. stabilized elastomeric polyurethane compounded from polyol and isocyanate components, based on one hundred percent Methylene Diphenyl Isocyanate (MDI). No Toluene Diisocyanate Isocyanate (TDI) will be allowed.
- B. The elastomeric polyurethane shall be red in color.

#### **EPDM Granulate**

- A. The EPDM granulates shall be .5 to 1.5mm in size and peroxide cured.
- B. The EPDM granulates and the U.V. stabilized elastomeric polyurethane shall be color matched.

#### **Aliphatic Coating**

- A. Pigmented polyurethane aliphatic coating
- B. Aliphatic Coating shall be read in color matching the UV stabilized elastomeric polyurethane.
- C. No clear or two component coatings will be allowed.

#### **Line Marking Paint**



- A. Manufacturers recommended pigmented paint.

## **Installation**

### **Surface Preparation**

- A. Prior to the application of the resurfacing layer, the existing polyurethane surface shall be inspected for conformity to planarity requirements. The surface shall not deviate more than 1/8 inch in 10 feet from the specified grade when checked with a 10-foot straightedge. An impermeable polyurethane surface may also be flooded with water to determine if any “bird baths” or low areas exist.
- B. The CONTRACTOR should verify that the surface tolerances meet all specifications issued by the appropriate sanctioning or governing body such as IAAF, NCAA, NFSHSA, TAC, etc.
- C. The area to be surfaced shall be clean and free of any loose or foreign particles (dirt, oil, etc.) prior to the commencement of work. The surface is usually cleaned by use of a power blower and high-pressure washer.
- D. Any delaminated areas or bubbles shall be repaired prior to resurfacing.

### **Thickness**

- A. Total thickness of the **BSS 2000RE Encapsulated Resurfacing or equal** synthetic track system shall average 5mm.

### **Equipment**

- A. The **BSS 2000RE Encapsulated Resurfacing or equal** synthetic track system components shall be processed and installed by specially designed machinery with automatic electronic portioning, which provides continuous mixing, feeding and finishing for accurate quality-controlled installation.
- B. No hand mixing is allowed.

### **Materials**

- A. Resurfacing Layer

The .5 to 1.5-millimeter EPDM granules shall be mechanically integrated with an UV stabilized elastomeric polyurethane to the full depth of the 5mm wearing layer. The resilient textured finish shall be a dense matrix of encapsulated EPDM granules.

- B. Protective Coating

The initial red pigmented aliphatic polyurethane coating shall be spray applied over the entire synthetic surfaced area at a rate of 200-275 square feet per gallon. The second red pigmented aliphatic polyurethane coating shall be spray applied over the initial application at a rate of 200-275 square feet per gallon in the opposite direction.

### **Site Conditions**

- A. Installation shall not take place if adjacent or concurrent construction generates excessive dust, abrasives or any other by-product that, in the opinion of the installer, would be harmful to the track material, until completion of such works.
- B. Apply Synthetic Track Surfacing in dry weather when the existing surface and atmospheric temperatures are fifty (50) degrees Fahrenheit or above and are anticipated to remain above fifty (50) degrees Fahrenheit for twenty-four (24) hours after completing application.
- C. The maximum temperature cannot exceed 105 degrees at any point during a 24 - hour period.
- D. Rain cannot be falling. If there is a threat of rain, work shall cease until dry conditions can be re-established on the track surface. Work is to proceed only when adequate curing can be guaranteed by the manufacturer.

### **Line Striping and Event Markings**

#### **Layout**

- A. Line striping and event markings shall be laid out in accordance with current IAAF and NCAA rules.

#### **Certification**

- A. Upon completion of the installation, the owner shall be supplied with all necessary computations and drawings as well as a letter of certification attesting to the accuracy of the markings.

#### **Guarantee**

- A. Synthetic track surfacing system shall be fully guaranteed against faulty workmanship and material failure for a period of five (5) years from the date of acceptance.
- B. Synthetic surfacing material found to be defective because of faulty workmanship and/or material failure shall be replaced or repaired at no charge, upon written notification within the guarantee period.

### **8.0 SCHEDULES/TIMELINES:**

The completion date for this project is April 05, 2019.