

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

CONTRACTOR'S FEDERAL I.D.  
[REDACTED]

Connect NC Bond Project Agreement

Grantee: County of Yadkin County

Project Number: 2017 CNC 17

Project Title: Lance Corporal Daniel Swaim Playground

Period Covered By This Agreement: 5/1/2017 to 4/30/2020

Project Scope (Description of Project): Development includes playground equipment and surfacing, fencing, and contingency.

Project Costs: CONNECT NC BOND Amount \$ 41,580

Local Government Match \$ 10,395

**Conditions**

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and the County of Yadkin County (hereinafter referred to as "Grantee", and together "Parties" or "Party") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) Administrative Rules and Grant Application which are hereby by reference made a part of the CONNECT NC BOND Grant Contract, (hereinafter "Grant" or "Contract"), and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this Contract.

Now, therefore, the Parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

**Section I. Eligible Project Costs and Fiscal Management**

1. The CONNECT NC BOND grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the Contract period, be documented in the grant application, described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. CONNECT NC BOND assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on CONNECT NC BOND acquired land within five (5) years of the date this Contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the Contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Contract. Invoices may be submitted to the Contract Administrator quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the Contract.

period or Contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond a five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the Contract and CONNECT NC BOND project to which they are applicable. The State Auditor and the Department's Internal Auditors shall have access to persons and records as a result of all Contracts and Grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. The final payment will be made Net 30 days after inspection by the Department's Contract Administrator.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions.

## **Section II. Project Execution**

1. The Grantee may not deviate from the scope of the project without written approval of the Department. When one of the conditions in the Contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the Contract period, the Grantee must submit in writing a request to the Department for approval. Thus Contract shall not be amended orally or by performance but only through a written amendment duly executed by the Parties.
2. The Grantee shall be considered to be an independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual Contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the Contract:
  - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Contract;
  - b. The contractor shall be responsible for all Subcontractor activities including adherence by Subcontractors for all requirements of this Contract;
  - c. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
  - d. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this Contract without prior approval by the Department's Contract Administrator. Jason Walker is designated by the Grantee as key personnel for purposes of this Contract. The Department designates Marcia Lieber, CONNECT NC BOND as the Contract Administrator for the Contract. Either party may designate a different Contract Administrator upon written notice to the other party.

<b>Department Contract Administrator</b>	<b>Grantee Contract Administrator</b>
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Marcia Lieber, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone: 919-707-9303 Email: <a href="mailto:marcia.lieber@ncparks.gov">marcia.lieber@ncparks.gov</a>	Yadkin County Attention: Mr. Jason Walker Address: 6600 Service Road Yadkinville, NC 27055 Telephone: 336-679-4228 Email: <a href="mailto:jwalker@yadkincountync.gov">jwalker@yadkincountync.gov</a>

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not

limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S. 143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant Contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with CONNECT NC BOND assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage CONNECT NC BOND assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with CONNECT NC BOND assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
  - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
  - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier Contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
  - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

### **Section III. Project Termination and Applicant Eligibility**

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this Contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this Contract, the Department shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, CONNECT NC BOND administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in CONNECT NC BOND, in addition to any other remedies provided by law, until such time as compliance

has been obtained to the satisfaction of the Department.

**Section IV. Attestation and Execution**

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the Parties.

County of Yadkin County	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Kevin Austin	Chairman
Typed or Printed Name of Official	Title of Official

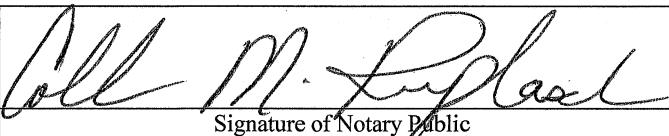
(Notary Public Completes)

State of North Carolina

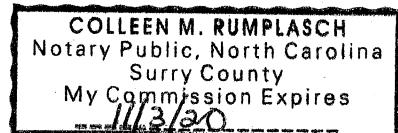
County of Yadkin  
On this 18<sup>th</sup> day of April, 2017, Kevin Austin

personally appeared before me the said named Kevin Austin, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: Nov 3, 2020.

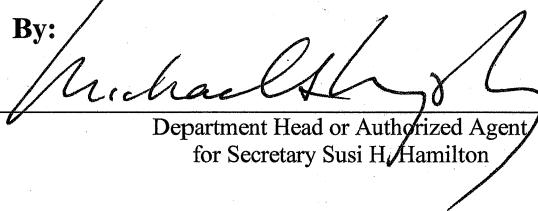
  
Signature of Notary Public

(Seal Here)



**North Carolina Department of Natural and Cultural Resources**  
**Susi H. Hamilton, Secretary**

By:

  
Department Head or Authorized Agent  
for Secretary Susi H. Hamilton

DIRECTOR, NC DIVISION OF PARKS AND RECREATION

Title

### Scope of Work

#### North Carolina Division of Parks and Recreation Connect NC Bond Program for Local Governments

**Grantee:** County of Yadkin County

**Title of Project:** Lance Corporal Daniel Swaim Playground

**Project Number:** 2017 CNC 17

**Contract Number:** 2017 CNC 17

**Amount of Grant:** \$ 41,580

**Amount of Match:** \$ 10,395

**Contact Person for Project:** Jason Walker

**Title:** Parks and Recreation Director  
County of Yadkin County

**Address:**  
6600 Service Road  
Yadkinville, NC 27055

**Telephone:** 336-679-4228

**Contact email address:** [jwalker@yadkincountync.gov](mailto:jwalker@yadkincountync.gov)

**Scope of Project:** Development includes playground expansion equipment and surfacing, fencing, entrance, contingency, planning costs.

**Length of Project:** 36 months (5/1/2017– 4/30/2020)

**Schedule for Reimbursements:** Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The County of Yadkin County grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

## Project Costs

**Project Costs**  
**Lance Corporal Daniel Swaim Playground Expansion**  
**December 2016**

<b>Project Elements</b> (Include specific units - sizes, numbers, lengths, etc. - for each item.)	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Item Cost</b>
<b>Building and/or Renovating Costs</b>			
Lance Corporal Daniel Swaim Playground Expansion-Equipment and Surfacing. Play elements to include: a spinner, play house; a charade ring panel; paddle ball ring panel; a waver ring panel; a rain wheel drum element; a touch & play piano element; a touch & play drum element; and 2 supportive swings.	Lump Sum		\$45,000.00
Fencing – Removal and installation of 150 ft of fence around playground	Lump Sum		\$2,500.00
Concrete – New accessible entrance to the playground expansion	Lump Sum		\$2,000.00
<b>Costs to Develop the Project</b>			\$49,500.00
<b>Contingency for the Cost of Building / Renovating</b>			
Contingency (not to exceed 5% of the cost to develop the project)	5%		\$2,475.00
<b>Planning Costs</b>			
Construction management, site planning, preliminary design, or the cost of preparing the application (not to exceed 15% of the cost of the project)	10%		
<b>Total Project Cost</b>			\$51,975.00
<b>Total CNCB Grant Request</b>			\$41,580.00
<b>Total Local Match</b>			\$10,395.00