

CITY OF FAYETTEVILLE REQUEST FOR QUOTES



BLIGHT REMOVAL PROGRAM: DEMOLITION, DEBRIS REMOVAL, LOT CLEANING

(806 Serro Drive)

COF15169786

ISSUED: November 13, 2025

DUE: December 16, 2025

The City of Fayetteville is soliciting bids for demolition, debris removal and lot cleaning at
806 Serro Drive, Fayetteville, NC 28314

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY CONTACT:
KIMBERLY TOON, PURCHASING MANGER
kimberlytoon@fayettevillenc.gov

(910)433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



A message from the City of Fayetteville City Manager, Dr. Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to providing Small Local Business Enterprises (SLBEs) and small businesses an equal opportunity to participate in all aspects of City contracting, including but not limited to participation in the procurement of contracts relating to construction, professional services, equipment, supplies, and improvements to facilities throughout the City.

It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion, national origin, age, or disability, and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is committed to following all applicable federal, state, and local laws as they relate to procurement practices.

Small Business Participation Commitment

The City will actively seek and identify qualified small businesses, including SLBEs, and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts. The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors.

Small Business Enterprise Program

The City's Charter has been amended by the General Assembly (H.B. 198) to establish a small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include measures to enhance participation by small business enterprises located in Cumberland and Hoke Counties, including:

- Arranging solicitations, specifications, and contract requirements to facilitate small business participation
- Providing technical assistance and capacity building programs
- Carrying out information and communication programs on contracting procedures and opportunities
- Implementing outreach programs to identify and engage qualified small businesses
- Offering supportive services to help small businesses compete effectively
- Ensuring prompt payment to subcontractors
- Simplifying bonding and insurance requirements where appropriate

Federal and State-Funded Projects - Important Notice

In accordance with state directive following the U.S. Department of Transportation's October 3, 2025 Interim Final Rule to 49 CFR Part 26:



For Federally-Funded Contracts:

- No DBE goals may be established for federally-funded contracts until further guidance is provided by the state
- All existing DBE certifications are in suspended status pending Unified Certification Program (UCP) reevaluation under new individualized disadvantage standards
- Firms are not required to submit DBE participation commitments at this time

For State-Funded Contracts:

- No MB/WBE goals may be established for state-funded contracts until further guidance is provided by the state

The City will continue to facilitate participation by all qualified small businesses through the measures listed above and will resume DBE and MB/WBE program activities once the state provides further guidance.

Equal Opportunity for All

The City is committed to:

- Providing equal access to contracting opportunities for all qualified businesses
- Removing barriers to small business participation
- Supporting economic development and capacity building in our community
- Ensuring fair and open competition in all procurements
- Maintaining compliance with all applicable federal, state, and local requirements
- Supporting diversity in our supplier and contractor base

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**

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., December 16, 2025** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

**Blight Removal Project: Demolition, Debris Removal, Lot Cleaning
(806 Serro Drive, Fayetteville, NC 28314)**

Bids 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.

The bid opening will be held at **2:00 p.m. on December 16, 2025**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, "**Blight Removal Project: Demolition, Debris Removal, Lot Cleaning (806 Serro Drive, Fayetteville, NC 28314).**"

Plans, specifications and bid documents may be obtained in 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 bids and to waive all informalities concerning bid or award bid to the lowest, responsive, responsible bidder or bidders, 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



**Blight Removal Program Project
Demolition, Debris Removal, Lot Cleaning**

The City of Fayetteville Economic & Community Development Department is making a request for quotes to be submitted for a pending Blight Removal Project. This project is a Voluntary Owner Approved Project.

Upon inspection and testing, Asbestos Containing Building Materials **WERE** identified to be present. **ACBM Abatement IS Required.** Refer to the Asbestos Assessment Report for this project.

Project Address: 806 Serro Drive, Fayetteville, NC 28314

Tax PIN: 9487-73-7374

Bid (Quote) submitted shall include the **TOTAL COST** to complete all items included in the following Scope of Work.

Scope of Work

Demolish and remove from site all buildings and structures, to include (if found to be present) well and/or pump houses, walls, foundations, footings, basements, roofing materials, doors, windows, steps, slabs, walkways, HVAC systems, pools, storage buildings, metal, wood, paper, glass, bottles, cans, garbage, and other debris present on this site. If present, lawfully remove and/or fill and abandon private well(s) and septic tank(s). Clean lot.

- There is one single wide manufactured home with accessory structures to be removed from this site. Raze and remove from site single wide manufactured home, approximately 780 SF, and detached storage building.
- The contractor must notify the North Carolina Department of Health and Human Services Division of Public Health, Health Hazard Control Unit, known as NCDHHS HHCU, of the pending demolition project by completing and submitting **form DHHS-3768** even if no asbestos is present in the building. ACBM Abatement must be performed by **NCDHHS Accredited Asbestos Professionals**.
- Remove underground and overhead wiring not connected to electrical service, and other items associated with the primary structure.
- Remove all construction materials from site.
- Remove all shrubs, bushes, saplings, tall weeds, tall grass, undergrowth, and vines that measure four inches or less in diameter. Remove downed trees, dead trees (standing or fallen), fallen limbs, logs, roots, and organic debris piles from the entire site, to include front and side lot line areas.
- Remove all concrete slabs, patios, bricks, blocks, pavers, poles, post, rubbish, trash, glass, plastic, furniture, and other miscellaneous debris from site.

- Do NOT damage public sidewalks or utility assets if found to be present.
- Add fill and topsoil as needed to raise excavated areas to the same grade level as the existing surrounding soil.
- When finished grading, surface of site shall be smooth and allow for natural drainage. **NO** dips, ridges, or low areas shall be present where ponding water may accumulate. **NO** clumps of soil, grass, or other debris shall remain.
- Apply seed and straw to all areas of site where soil was disturbed, fill was added, or where bare soil is present. Loosen areas to be seeded to a depth of at least 2". Apply seed and straw of the following types and rates: Contractors Blend Grass Seed Mix – 1/2# / 100 SF; Wheat Straw – 1/2 Bale / 100 SF.
- Contractor shall obtain, at their expense, **ALL** Required Permits, Licenses, Bonds, Insurance, Reports, Designs, Engineering, Inspections, and Certifications.
- Contractor is responsible for complying with **ALL** Local, City, County, State, and Federal, Codes, Laws, Legislation, Ordinances, Regulations, and Rules.
- Contractor shall bear **ALL** cost associated with abatement of all identified Asbestos Containing Materials by a Licensed ACBM Abatement Contractor.
- With the exclusion of lawful asbestos removal, the contractor shall **NOT** assign, subcontract, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the Agreement without the written consent of the City of Fayetteville.
- All work must be completed within **30** calendar days from the time the **Notice to Proceed (Notification of Fully Executed Contract)** has been issued unless otherwise stated.
- Contractor is responsible for providing at least **24-hours advance notice** to the Economic & Community Development Department before work begins by calling and/or emailing the Senior Housing Program Specialist – Telephone: (910) 709-4862; email: MatthewHall@FayettevilleNC.gov. Do not begin work until a response from ECD has been provided.
- In accordance with HHCUC regulations, an asbestos removal permit must be obtained if the quantity of regulated asbestos-containing material to be removed exceeds 35 cubic feet, 160 square feet, or 260 linear feet. The contractor shall be responsible for securing any required permits and shall provide the Senior Housing Program Specialist with all associated documentation upon project completion, including but not limited to the contractor's invoice, landfill weigh tickets, asbestos disposal records, and any other relevant receipts and/or records.
- The project site shall be inspected by the Senior Housing Program Specialist in order to verify that all requirements contained in the Scope of Work have been satisfactorily completed before payment is processed.

Bidders shall submit all quotes on the Blight Demolition Bid Estimate Form	
Submit by Mail:	Submit in Person:
City of Fayetteville	City Hall Offices
Purchasing Division	2 nd Floor Purchasing Division
433 Hay Street, Fayetteville, NC 28301-5337	433 Hay Street, Fayetteville, NC 28301-5337
Attn: Kimberly Toon, Purchasing Manger	Attn: Kimberly Toon, Purchasing Manger
Submittal Deadline: 2:00 PM EST Tuesday December 16, 2025	

If you have questions, please contact:

Kimberly Toon, CLGPO Purchasing Manager at KimberlyToon@FayettevilleNC.gov

Cumberland County GIS Map

806 Serro Drive



The County of Cumberland and its Geospatial Services (CGIS) makes no guarantee as to the content, accuracy, precision or completeness of any information and services provided. The data provided is offered without warranty, expressed or implied. The user should consult public primary information sources, such as recorded deeds and plats, to verify the accuracy of the data provided.



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- Traffic Signal
- Addresses
- Parcels
- Parcel Lines
- Parcel Line
- Lot Line
- Wetlands
- City Limits
- Eastover
- Falcon

Printing Time: 10/1/2025 3:35 PM

Photographs

Blight Removal Project
806 Serro Drive, Fayetteville, NC 28314



806 Serro Drive, Fayetteville, NC 28314



Definitions for the purpose of completing this project are as follows:

AST

Aboveground Storage Tank

Fallen Tree

A tree having been cut or knocked down. A tree that is no longer standing. A tree leaning 45 degrees or more from vertical.

Felled Tree

Any tree, or part thereof, including, but not limited to a tree trunk, branch or limb that has fallen, for any reason to include natural occurrences, intentional or unintentional actions, etc., and is lying on the ground, street, driveway, sidewalk, building or other structure.

Log

A part of the trunk or a large branch of a tree that has fallen or been cut off.

Saplings

Young trees more mature than seedlings with a diameter of 1 to 5 inches at a point that is 4 ½ feet above the surface of the ground at its base.

Standing Dead Tree

Standing dead trees, sometimes referred to as snags, are remnants of once living trees that are still self-supported and leaning less than 45 degrees from vertical (as defined by the Forest Service, U.S. Department of Agriculture's Forest Inventory and Analysis (FIA) program [USDA Forest Service 2006]).

UST

Underground Storage Tank



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E



Customer: JTL Services
3999 Sanderosa Rd.
Fayetteville, NC 28312

Attn: Jay Leonard

Lab Order ID: 10094597

Analysis: PLM

Date Received: 10/17/2025

Date Reported: 10/17/2025

Project: 806 Serro Drive Fayetteville NC 28314

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1	Flooring vinyl Kitchen /Dining Room	None Detected	20% Fiber Glass 20% Cellulose	60% Other	Brown, Tan Non-Fibrous Heterogeneous
10094597_0001					Ashed
2	Roofing sealant	3% Chrysotile		97% Other	Silver Non-Fibrous Homogeneous
10094597_0002					Dissolved
3	Ceiling material	None Detected	95% Cellulose	5% Other	Brown Fibrous Heterogeneous
10094597_0003					Teased
4	Insulation	None Detected	95% Fiber Glass	5% Other	Gray, Orange Fibrous Heterogeneous
10094597_0004					Teased

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Heather Boykin (4)

Analyst

Approved Signatory



Scientific Analytical Institute
4604 Dundas Dr. Greensboro, NC 27407
Phone: 336.292.3888 Fax: 336.292.3313
www.sailab.com lab@sailab.com

Lab Use Only
Lab Order ID: 10094597
Client Code: _____

Company Contact Information	
Company: JTL Services LLC	Contact: Jay Leonard
Address: 3999 Sandevosa Road	Phone ☒ : 910-237-3519
Fayetteville, NC 28312	Fax ☐ :
	Email ☒ : moldservicesjtl@aol.com

Billing/Invoice Information	Turn Around Times
Company: Credit Card on File	90 Min. ☐ 48 Hours ☐
Contact: CDF	3 Hours ☐ 72 Hours ☐
Address: 206 Sells Drive	6 Hours ☐ 96 Hours ☐
Fayetteville NC	12 Hours ☒ 120 Hours ☐
	24 Hours ☐ 144+ Hours ☐

PO Number:
Project Name/Number:

Asbestos Test Types	
PLM EPA 600/R-93/116 (PLM)	☒
Positive stop	☐
PLM Point Count 400 (PT4)	☐
PLM Point Count 1000 (PTM)	☐
PCM NIOSH 7400-A Rules (PCM)	☐
B Rules (PCB) ☐ TWA (PTA) ☐	
TEM AHERA (AHE)	☐
TEM Level II (LII)	☐
TEM NIOSH 7402 (TNI)	☐
TEM Bulk Qualitative (TBL)	☐
TEM Bulk Chatfield (TBS)	☐
TEM Bulk Quantitative (TBQ)	☐
TEM Wipe ASTM D6480-05	☐
TEM Microvac ASTM D5755-02	☐
TEM Water EPA 100.2 (TW1)	☐
Other: _____	☐

Sample ID #		Volume/Area	Comments
1	Flooring vinyl	Kitchen / Dining Room	
2	Roofing shingles		
3	ceiling materials		
4	INSULATION		

Total # of Samples _____

Relinquished by	Date/Time	Received by	Date/Time
		CP	10/17
			10:30 AM

Accepted ☒
Rejected ☐

Page _____ of _____
A-F-017 EXP: 12-1-13

REPORT OF THE ASBESTOS SURVEY

COF - ECDD - 806 Serro Drive, Fayetteville NC 28314

PURPOSE AND SCOPE

An asbestos survey was conducted on October 16, 2025. The purpose of the asbestos inspection of this structure was to locate the asbestos containing building materials (ACBM) to protect human health and the environment. Information in this report should be made available to persons that may come in contact with the asbestos containing materials (ACM) as a result of demolition, repairs, or a change in ownership.

PROJECT DESCRIPTION

A limited survey was performed on the interior and exterior space. No below grade inspection preformed. Not responsible for any ACBM found during demolition.

PROCEDURE

No building plans were available. I was given unlimited access to the Structure. During the walk-through, areas of suspect materials were identified. Representative samples of these materials were collected and analyzed via Polarized Light Microscopy by an NVLAP accredited laboratory.

RESULTS

As you review the data, you will find the following materials were determined to have ASBESTOS:

ACBM – Roof sealant – on metal mobile home - trailer roof

If this material is not rendered friable (reduced to powder by hand pressure, also interpreted as chipping, sanding, or grinding), the material does not have to be removed. If, however, this material is made friable, i.e. during demolition, replacement, or renovations, a North Carolina accredited asbestos abatement contractor should perform the removal. Any questions concerning the removal should be directed to the number listed below.

The NESHAP regulation dated Tuesday, November 20, 1990, Part III Environmental Protection Agency, 40CFR Part 61, requires that any building being renovated or demolished be inspected for asbestos containing building materials.

NOTE: If this structure is going to be demolished, or moved an asbestos permit application and notification for demolition/renovation is required by law to be mailed to the address below 10 working days prior to demolition or asbestos abatement activities.

Health Hazards Control Branch
Occupational and Environmental Epidemiology
Section
NC Department of Environment
Raleigh, NC, 27626-0820
Telephone: (919) 733-0820

An asbestos inspection is a judgement call based on the experience of the inspector. The survey is conducted by sampling substances known to contain asbestos or by sampling materials suspected of containing asbestos.

I the inspector assume no liability for asbestos materials that are not included in an asbestos inspection due to the material being inaccessible, concealed, or not considered suspect ACM. I the inspector assume no liability for the condition of the building materials before or after the inspection.

Sincerely,

JTL 10-18-2025

John T. Leonard
Asbestos Inspector
NC Accreditation # 12254

as clapboard siding or shingles – that have a high probability of being crumbled or pulverized by the forces expected to act on the material in the course of the demolition or during renovation.

- Remove all asbestos-containing materials from any building that will be demolished by intentional burning.
- Dispose of all asbestos-containing materials in an approved landfill.

Where Do I Get Forms and Information?

For more information, technical guidance, applications or forms, visit our website at www.epi.state.nc.us/epi/asbestos/ahmp.html or contact:

Health Hazards Control Unit (HHCU)

1912 Mail Service Center
Raleigh, NC 27699-1912
(919) 707-5950

In Buncombe, Forsyth, and Mecklenburg counties, local environmental agencies must also be notified:

Buncombe County:

WNC Regional Air Pollution
Control Agency
(828) 250-6777

Forsyth County:

Environmental Affairs Department
(336) 703-2440

Mecklenburg County:
Land Use and Environmental
Services Agency
Mecklenburg Air Quality
(704) 336-5430

A Word of Caution

This brochure is meant solely as a brief overview of North Carolina's asbestos regulations pertaining to demolition and renovation activities. Before owners or operators become involved in demolition or renovation activities, they are encouraged to contact the HHCU at (919) 707-5950 to make sure they understand the applicable regulations, accreditation and permitting requirements.

(Revised 11/2009)



State of North Carolina • Beverly Eaves Perdue, Governor
Department of Health and Human Services
Lanier M. Cansler, Secretary
Division of Public Health
Jeffrey P. Engel, M.D., State Health Director
Health Hazards Control Unit
www.ncdhhs.gov • www.ncpublichealth.com
N.C. DHHS is an equal opportunity employer and provider. 11/09

Demolition/Renovation Requirements

North Carolina Requirements for Demolition/Renovation & Asbestos-Containing Materials



N.C. asbestos rules, regulations, and procedures and associated forms for demolition/renovation notifications and asbestos permit applications are available from the N.C. Asbestos Hazard Management Program website at:

[www.epi.state.nc.us/epi/
asbestos/ahmp.html](http://www.epi.state.nc.us/epi/asbestos/ahmp.html)

It's the LAW

The Health Hazards Control Unit (HHCU) of the N.C. Department of Health & Human Services, Division of Public Health, must be notified of plans to demolish a building, including residences demolished for commercial or industrial expansion.

Notification of demolition is required by law even if no asbestos is present in the building.

Materials containing asbestos that can be crumbled or reduced to powder by hand pressure **must be removed prior to demolition or renovation activities that will disturb the material.** The removal must be done only by N.C.-accredited asbestos professionals.

Owners or operators must obtain an asbestos removal permit from the HHCU prior to any renovation project that will disturb more than 35 cubic feet, 160 square feet, or 260 linear feet of regulated asbestos-containing material.

Demolition notifications and asbestos removal permit applications are to be submitted using the application form (DHHS-3768). The application form can be found on our website or by contacting the HHCU.

Note: Obtaining a demolition permit from the local city or county building inspections department does NOT satisfy or meet the notification requirements of the HHCU.

It Makes Good Sense

Many asbestos building products remain in use today. Both North Carolina and the

United States Environmental Protection Agency (EPA) say, "**Inspect and notify before you demolish or renovate**" to prevent exposure to asbestos fibers, which are a serious threat to human health and can cause lung cancer and other serious diseases.

It's not the asbestos that you see that hurts you. It's the small unseen fibers that you can breathe into your lungs that cause the damage. Because of their shape, those fibers tend to stay in your lungs where they can cause cancer and lead to other lung diseases. It makes good sense to be careful when working with asbestos or in buildings where asbestos is present.

It's NOT a Job for Amateurs

Asbestos inspections and the removal of regulated asbestos-containing materials in N.C. must be done by N.C.-accredited asbestos professionals. N.C.-accredited professionals, such as asbestos contractors and inspectors, can be found on our website or by contacting the HHCU.

What Should a Contractor or Property Owner Do BEFORE Conducting a Demolition or Renovation Activity?

1) Inspect the facility for asbestos-containing materials.

- Buildings must be **thoroughly** inspected by a N.C.-accredited asbestos inspector before beginning any demolition or renovation activity.

- The inspection is used to determine the presence, type, location and amount of asbestos that may be present, and what state and federal rules and regulations apply to the project.

2) Permit/Notify. (Use form DHHS-3768, Asbestos Permit Application and Notification for Demolition/Renovation)

- An Asbestos Removal Permit must be obtained from the HHCU if more than 35 cubic feet, 160 square feet, or 260 linear feet of regulated asbestos-containing material is to be removed from a building.
- A Demolition Notification must be submitted to the HHCU, **even if no asbestos is present in the building.**
- Notifications and Asbestos Permit applications require an **original** signature and must be submitted to the HHCU 10 working days prior to beginning demolition or renovation activities.
- Projects that do not occur as originally notified require submission of a revision form (HHCU 3768-R) to the HHCU.

3) Address the asbestos.

- Use N.C.-accredited professionals.
- Adequately wet asbestos-containing materials at all times during the demolition or renovation.
- Before beginning demolition or renovation activity, remove other asbestos-containing materials – such as asbestos cement board, also known

CITY OF FAYETTEVILLE
Blight Demolition Bid Estimate Form

The undersigned hereby proposes to furnish materials and perform the work for this project per the items listed herein in strict accordance with the Standard Specifications, contained in the documents for the consideration of prices quoted for the enclosed contract items.

The City Reserves the Right to Eliminate or Add to this Contract.

Total Bid (Quote) to Include NC Sales and Use Taxes.

This Proposal Package is Executed by:

Name _____ Title _____

Company Name _____

Address _____

Email _____

Address: 806 Serro Drive, Fayetteville, NC 28314 \$ _____

License # _____

Signature _____ Phone _____

The accompanying proposal form(s) must be completed in blue or black ink or by typewriter. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Part 1. Addenda Acknowledgment – 806 Serro Drive

The Vendor has received, acknowledged, and used the following addenda in completing the Proposal. (Initial and Date as appropriate)

Addendum No. 1 _____	Date: _____
Addendum No. 2 _____	Date: _____
Addendum No. 3 _____	Date: _____

BIDDER'S CHECKLIST

This checklist shall be included as the first page of the submitted bidding documents. As outlined in the Bid Proposal, the following items shall be included with the fully executed Bid Proposal. If any of these documents are not included with the Bid Proposal, then the Proposal will automatically be deemed non-responsive, and excluded from consideration:

A	Registration with the North Carolina Secretary of State	
B	Certificate of Insurance - must show coverage that will not expire within six (6) months.	
C	Three References	
D	Safety protocols and incident prevention measures	
E	General Contracting License	
F	Documented demolition projects in the past 3 years	
G	Listing of heavy equipment and description needed to complete the project along with ownership status	
H	Physical location of the property	

**CITY OF FAYETTEVILLE
GENERAL CONTRACTING AGREEMENT**

This agreement ("Agreement") is made this _____ day of _____, 2025 between _____ henceforth known as "Contractor," and the City of Fayetteville, henceforth known as "City."

Pursuant to the work described in the Proposal (Exhibit A) provided by _____ the Contractor and City agree to the following:

Section 1

The Work

The Contractor and City agree that the following scope of work will be done for:

Total Project Bid: \$ _____

**Section 2
Timeline**

The Contractor and City agree that the work detailed above will be completed according to the following timeline:

Work Start:

Work Completion:

Any delays that arise during the course of the work must be discussed with City immediately.

**Section 3
Payment**

City agrees to pay the Contractor a total of \$ _____ payable in the following manner:

Within thirty (30) days of receipt of invoice.

**Section 4
Changes**

Any changes made to plans, materials used, time needed, or any other portion of the work must be discussed with City prior to any decisions.

**Section 5
Permits**

Contractor agrees to secure any permits necessary so that this work will be done within the parameters of the laws of **North Carolina**. Contractor agrees that any fees for these permits are already included in the total amount charged to the City.

Section 6 Workers

Contractor agrees that any laborer, subcontractor and/or employee that he/she hires for the purposes of this job is legally permitted to work in this function in this country.

Contractor is an independent contractor, and has no authority to act as an agent of City, nor enter into any contract or agreement for or on behalf of City. Contractor is not an employee of City and is not entitled to any benefits provided employees of City, including, but not limited to, workers' compensation, medical care, leave benefits and retirement. Contractor shall be responsible for the payment of all federal, state, and local taxes that may be due as a result of this Agreement.

Section 7 Subcontractors

City agrees that the Contractor may hire subcontractors at his/her discretion, provided that Contractor agrees that the payment for said subcontractor is entirely the Contractor's responsibility. City is not in any way liable for a subcontractor's missed payment.

Section 8 Insurance Requirements

The Contractor shall not commence work under this Agreement until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. See Other Provisions Section (2) (c) below titled "Subcontractor."

The insurance required for this Agreement is as follows:

(a) **Commercial General Liability:** The Contractor shall take out and maintain during the life of this Agreement commercial general liability insurance with Limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.

(b) **Commercial Automobile Liability:** The Contractor shall take out and maintain during the life of this Agreement commercial automobile liability insurance with limits of no less than \$250,000 per person, \$500,000 per occurrence for bodily injury and \$1,000,000 for property damage for owned, non-owned, and hired automobiles.

(c) **Workers' Compensation and Employers' Liability Insurance:** If the

Contractor employs three or more employees, the Contractor shall take out and maintain during the life of this Agreement workers' compensation insurance with limits for Coverage A Statutory- State of North Carolina, as required by the laws of the State of North Carolina, and Coverage 8 Employers' Liability with limits of \$500,000 each accident and policy limit, including occupational disease coverage with limits of \$500,000 for each employee, for all employees employed on the project. In case any employee(s) engaged in work under this Agreement is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.

Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers should be so identified on the Certificate of insurance form. The City reserves the right to reject any and all certificates or policies issued by insurers with an A.M. Best's Financial Strength Credit Rating less than A.

Indemnity Provision

To the extent permitted by law, the Contractor 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 Contractor, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by the Contractor does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, 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, Contractor agrees to purchase and maintain during the life of this Agreement contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof. Indemnification by the Contractor does not constitute a waiver of the City's governmental immunity in any respect under North Carolina law.

Other Provisions

- (1) Any deductible or self-insured retention must be declared to and approved by the City.
- (2) The policies are to contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability Coverage

1) The City, its officials, employees and volunteers are to be covered as additional insureds with respect to the following: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

2) The Contractor's insurance coverage shall be primary insurance covering the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3) Coverage shall state that Contractor'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.

(b) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Contractor, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Fayetteville
Finance Department
433 Hay Street
Fayetteville, NC 28301

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.

(c) Subcontractors

Contractor shall include all subcontractors as insurers under its policies

OR shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(d) No Waiver of Immunity

Any insurance coverage required by the terms of this Agreement shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

**Section 9
Cleanup**

Contractor agrees that any debris, equipment, etc. will be removed from the area upon completion of the job. The location will be returned to the state in which it was found prior to the work, excepting, of course, the changes made as a result of the work.

**Section 10
Terms and Conditions**

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.

**Section 11
E-Verify**

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

**Section 12
Other Provisions**

Binding Effect - This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

Nondiscrimination - The Contractor 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. The Contractor further agrees not to discriminate in accordance with federal and state laws while performing the services required herein.

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

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.

Assignment - It is the intent of this Contract to secure the personal services of Contractor and failure of Contractor for any reason to make the personal services available to the City of Fayetteville for the purposes described in this contract shall be cause for termination of this contract. Contractor shall not assign this contract without prior written consent of the City of Fayetteville.

Governing Law - The validity, interpretation and execution of this Agreement, and the performance of and right accruing under this Agreement are all to be governed by the laws of North Carolina.

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.

Compliance with Laws - Contractor agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

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 contract shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each Contractor.

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.

Non-Appropriation Clause - Notwithstanding any other provisions of this contract, 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 contract shall terminate immediately without further obligation of City of Fayetteville.

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.

Termination for Cause - In the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement, the City 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 City be obligated to make any further payment for work that has not been performed. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

Termination for Convenience - Upon thirty (30) calendar days' written notice to Consultant, the 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 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 City. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

Terminating Illegal Discrimination Certification: Contractor certifies that: (i) it does not operate any DEI programs that violate any applicable Federal anti-discrimination laws, (ii) it is compliant in all respects with all applicable Federal anti-discrimination laws material to the government's payment decisions, and (iii) agrees that, if a violation of this certification is found, could lead to liability under the False Claims Act. By signing this Agreement, Contractor further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Contractor's noncompliance with this certification at any time before or during the term of this Agreement.

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.

Divestment of Companies Boycotting Israel or Investing in Iran Certification- Contractor certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated

by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Contract. By signing this Contract, Contractor further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Contractor appearing on the Treasurer's FD Lists at any time before or during the term of this Contract.

Survival of Terms - All warranties, covenants, and representations contained within this contract and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this 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.

Amendment - The City and Contractor may, from time to time, request changes in services to be performed by Contractor. Any such changes that are mutually agreed upon by the City and Contractor shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.

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.

[Signature page to follow]

Attest:

CITY OF FAYETTEVILLE:

JENNIFER L. AYRE
City Clerk

KELLY STRICKLAND
Assistant City Manager

Date

VENDOR NAME

By: _____

Title: _____

Address: _____

Phone: _____

Date: _____

Vendor Signature

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

EXHIBIT A

DRAFT