

CITY OF FAYETTEVILLE REQUEST FOR QUOTES



DEMOLITION, ABESTOS ABATEMENT & LOT CLEANING (107 MARY ST, 2217 BRAGG BLVD, 2443 HOPE MILLS RD)

COF1516976

ISSUED: SEPTEMBER 7, 2025

DUE: SEPTEMBER 30, 2025

The City of Fayetteville is requesting bids for lot cleaning at:
107 Mary St, 2217 Bragg Blvd & 2443 Hope Mills Rd.

ISSUED BY:
CITY OF FAYETTEVILLE

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

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



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

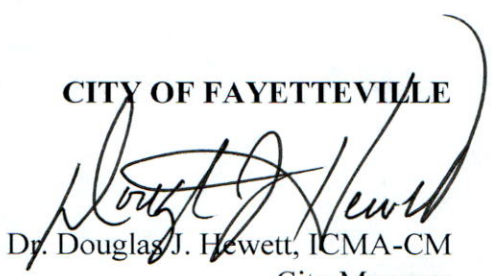
The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also 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 or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE 's 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. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender-neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

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., September 30, 2025**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Demolition, Asbestos Abatement & lot Cleaning: 107 Mary St, 2217 Bragg Blvd & 2443 Hope Mills Rd.

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 September 30, 2025**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“Demolition, Asbestos Abatement & lot Cleaning: 107 Mary St, 2217 Bragg Blvd & 2443 Hope Mills Rd.”**

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

CITY OF FAYETTEVILLE

Demolition, Asbestos Abatement & lot Cleaning:

107 Mary St, 2217 Bragg Blvd & 2443 Hope Mills Rd.

BID PROPOSAL PACKAGE

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.

ALL PRICES ARE TO INCLUDE NC SALES AND USE TAXES

This Bid Package is executed by:

Name _____ Title _____

Company Name _____

Address _____ Email _____

Signature _____ Phone No. _____

License # _____ Bid Amount\$ _____

107 Mary St: _____

2217 Bragg Blvd: _____

2443 Hope Mills Rd: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. 1 _____

Dated: _____

Addendum No. 2 _____

Dated: _____

Addendum No. 3 _____

Dated: _____

Addendum No. 4 _____

Dated: _____

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.	Insurance coverage
	C.	Three References
	D.	Safety protocols and incident prevention measures
	E.	All required licenses or credentials
	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 company

The evaluation of contractors submitting proposals for this work will be based on the following considerations and their respective weights:

Bid Requirement	Yes/No
Demolition Experience	45%
Capacity	22%
Location	25%
Bonus Qualifications	15%

The selection of a contractor for the award of this project will be subject to a mutual understanding of the scope of services and a negotiation of a fair and reasonable fee. Depending on the number and quality of the proposals the City may decide to conduct interviews prior to the selection of a contractor.

The contractor is responsible for all costs related to the submittal of its proposal, preparation of documents or submittals needed for negotiations and the costs incurred in traveling to and participating in any meetings associated with the City's selection process and/or negotiating an agreement.

Submission of proposals establishes a conclusive presumption that the contractor is thoroughly familiar with the Request for Quotes (RFQ) and that the firm understands and agrees to abide by all of the stipulations and requirements contained therein.

Evaluation Factors:

The objective of this portion of the Request for Quotes (RFQ) is to obtain the contractor's qualifications for the work. Only information which is essential to the evaluation of the Request for Quotes (RFQ) should be submitted.

This section should include the information requested below:

A. Bid Requirement

1. Registered with the NC Secretary of State website
2. Verification of Insurance requirements
3. Three references
4. Copy of safety protocols and procedures
5. Copy of licenses or credentials

B. Demolition Experience

1. Demolition project experience in the past three (3) years

C. Capacity

1. Company currently owns or leases all needed equipment
2. Company rents a percentage of or all needed equipment

D. Location

1. Driving mileage from 433 Hay Street, Fayetteville, NC

E. Bonus Qualifications

1. Copy of valid NC General Contractor's License
2. Copy of valid C Asbestos Abatement Contractor's License
3. Successfully completed City of Fayetteville funded demolition project in the past 3 years

A minimum score of 30 is to be considered for selection.



Bid Evaluation Sheet (Internal) Demolition

	Project Description:		
	Date:		
	Company Name:		
	City/State:		
	Submitted Bid:		
	Information Verified By:		
	Compulsory Requirements (each of the following standards must be satisfactorily in order for bid to be accepted)	Yes	No
1	Company is currently registered with the NC Secretary of State and in good standing.		
2	Company provides verification (valid policy statement) of all required minimum insurance coverages.		
3	Company provides 3 references (Company Name, Point of Contact and Contact phone number)		
4	Company supplies copy of company safety protocols and procedures		
5	Company supplies copy of all required licenses or credentials		
	Bidder Evaluation (minimum score of 30 points required)	Possible Points	Scored Points
6	Demolition Experience (requires listing of project addresses, completion dates, client names and point of contact informaton and demo types be submitted for verification)		
	Company has documented 12+ demolition projects in the past 3 years	25	
	Company has documented 6-11 demolition projects in the past 3 years	20	
	Company has documented 1-5 demolition projects in the past 3 years	10	
	Company has documented 0 demolition projects in the past 3 years	0	
7	Capacity (listing of heavy equipment type and description needed to complete the project along with ownership status must be provided)		
	Company currently owns or leases all needed equipment	10	
	Company rents some needed equipment (25% or less of pieces) as needed	6	
	Company will have to rent up to half (no more than 50%) of or all needed equipment	4	
	Company will have to rent most (no more than 75%) of or all needed equipment	2	
	Company will have to rent greater than 75% of all needed equipment	0	
8	Location (physical location of company driving mileage from 433 Hay Street Fayetteville, NC as indicated by GPS applications. Address will be address listed in Secretary of State filings)		
	0-50 Miles	10	
	51-75 Miles	8	
	76-100 Miles	5	
	101-150 Miles	2	
	150+ Miles	0	
9	Bonus Qualifications		
	Company provides verification of valid NC General Contractor's License	5	
	Company provides verification of valid NC Asbestos Abatement Contractor's License	5	
	Company has successfully completed City of Fayetteville funded demoliiton project in the past 3 years	5	
	Total Score (Minimum score of 30 needed)		0

Lot Cleaning, Asbestos Abatement & Demolition Bid Request

8/21/2025

The City of Fayetteville Housing and Code Enforcement Division is requesting lot cleaning, demolition & asbestos abatement bids to include, if necessary, all costs to conduct noted work on the properties listed below.

Bid price and scope of work required shall include the following unless otherwise stated:

- Demolition and removal of all structures, accessory structures, well/pump houses, old fencing, walls, signs, sign poles, foundations, basements, pools, footings, walkways, steps and remove slab on the parcels (if applicable).
- Remove all items left on property to include trailers, box trailers, junk vehicles, storage bins and fencing (if applicable).
- Unless specified, asphalt or concrete parking surfaces and driveways are to remain.
- Disturbed areas of the lot must be smooth and graded to allow for proper natural drainage and growth.
- If necessary, approved fill must be added to bring excavated areas to the grade of the existing lot.
- Straw and seed removed slab foundation and disturbed areas.
- Removal of all rubbish, trash and debris, tall weeds, tall grass and undergrowth from the entire site including cut limbs, logs, downed trees, organic debris piles (if applicable) on property. Cut all vegetation to property lines and remove any trees or saplings less than 3in in diameter. **Demolition will not be cleared if vegetation remains uncut.
- Disposal of all debris at approved landfills or processing sites.
- Installation of demolition security fencing and site plan to include hydrant locations for demo permits requirement (if applicable).
- All costs associated with the abatement of all identified Asbestos Containing Materials by a licensed contractor
- Contractor shall obtain at his/her expense all required permits (demo), licenses, bonds, insurance, reports, designs, engineering and/or inspections.
- All work must be completed within 60 calendar days after notice to proceed has been issued unless otherwise stated. Contractor is responsible for contacting City for inspection upon beginning and completion.
- With the exclusion of lawful asbestos removal, 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.
- Contractor is responsible for complying with all Local, State and Federal rules, codes, laws and legislation
- Dump tickets or invoiced disposal receipts must be submitted at completion of all work in order for payment to be processed.

- 1) **107 MARY ST, PIN: 0438-60-4097**-This project is for City of Fayetteville Code Enforcement and is the result of a Council approved demolition ordinance. Residential structure. Upon inspection and testing, asbestos containing building materials needing abatement **WAS** found see report for each unit. Detailed report is included. **ACRES: 0.14**
- 2) **2217 BRAGG BLVD, PIN: 0428-40-3452**-This project is for City of Fayetteville Code Enforcement and is the result of a Council approved demolition ordinance. Residential structure. Upon inspection and testing, asbestos containing building materials needing abatement **WAS NOT** found. Detailed report is included. **ACRES: 0.25**
- 3) **2443 HOPE MILLS RD, PIN: 0415-08-1358**-This project is for City of Fayetteville Code Enforcement and is the result of a Council approved demolition ordinance. Residential structure. Upon inspection and testing, asbestos containing building materials needing abatement **WAS NOT** found. Detailed report is included. **ACRES: 0.99**
- 4) **END OF LIST/////**

Bids must be submitted on Demolition Bid Estimate – Invoice form revised 03/07/2016

By Mail:

City of Fayetteville
Attention Kim Toon
Purchasing Division
433 Hay Street
Fayetteville, NC 28301-5537

In-Person:

City Hall Offices
2nd Floor Purchasing Division
433 Hay Street
Fayetteville, NC 28301

Submittal Deadline: 2:00pm EST on 9/30/2025

REPORT OF THE ASBESTOS SURVEY

COF - 107 Mary Street, Fayetteville NC 28301 0438-60-4097

PURPOSE AND SCOPE

An asbestos survey was conducted on August 13, 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 performed. 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 – Transite siding, Heavy damage to this structure, walls and roof collapsed

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 8-9-2025

John T. Leonard
Asbestos Inspector
NC Accreditation # 12254

















FILED
 CUMBERLAND COUNTY NC
 ANDRA S. BREWINGTON
 REGISTER OF DEEDS
 FILED Jun 26, 2025
 AT 01:44:22 pm
 BOOK 12267
 START PAGE 0780
 END PAGE 0781
 INSTRUMENT # 19229
 RECORDING \$26.00
 EXCISE TAX (None)
 CL

AN ORDINANCE OF THE CITY COUNCIL
 OF
 FAYETTEVILLE, NORTH CAROLINA

Return: City of
 Fayetteville / Jacqueline
 Haggerty

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

NS2025-017

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

The City Council finds the following facts:

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

107 Mary Street
 PIN 0438-60-4097-

LEGAL: BEGINNING at a stake in the Northern margin of Mary Street, the same being 350 feet Eastwardly from the Eastern margin of Ramsey Street extended, and running thence as the Northern margin of Mary Street, North 79 degrees 45 minutes East 50 feet to a stake; thence North 11 degrees 15 minutes West 120 feet to a stake; West 50 feet to a stake; thence South 11 degrees 15 minutes East 120 feet to the point of beginning, and being part of the land conveyed to Wylie Williams by Deed from A.A. McKethan dated December 6, 1871, and recorded in Book 59, Page 491, Office of the Register of Deeds for Cumberland County.

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

Albert A. Brown
 4453 Oakmont Circle
 Fayetteville, NC 28311

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before May 20, 2025.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

- (4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.
- (5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

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

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

SECTION 2

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

SECTION 3

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

Adopted this 23rd day of June 2025.

ATTEST:


Jennifer L. Ayre, City Clerk



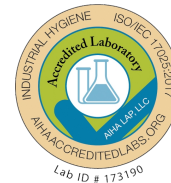
CITY OF FAYETTEVILLE


Mitch Colvin, Mayor



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: 10088996

Analysis: PLM

Date Received: 08/08/2025

Date Reported: 08/08/2025

Project: COF 107 Mary Street Fayetteville NC 28301

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1	Roofing	None Detected	5% Fiber Glass	95% Other	Black Non-Fibrous Homogeneous
10088996_0001					Dissolved
2	Transite siding	60% Chrysotile		40% Other	Gray Non-Fibrous Homogeneous
10088996_0002					Crushed
3	Window Glaze	None Detected		100% Other	Gray Non-Fibrous Homogeneous
10088996_0003					Dissolved
4	Plaster wall mix	None Detected		100% Other	Gray Non-Fibrous Homogeneous
10088996_0004	single layer plaster				Crushed

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%.

Kiersten Smith (4)

Analyst

Approved Signatory

Company Contact Information

Company: JTL Services LLC	Contact: Jay Leonard
Address: 3999 Sanderosa Road	Phone ☒ : 910-237-3519
Fayetteville, NC 28312	Fax ☐ :
	Email ☒ : mpls@jtl.com

Billing/Invoice Information

Company: Credit Card on File	90 Min. ☐	48 Hours ☐
Contact: CDF	3 Hours ☐	72 Hours ☐
Address: 107 Mary Street	6 Hours ☐	96 Hours ☐
Fayetteville NC 28301	12 Hours ☒	120 Hours ☐
	24 Hours ☐	144+ Hours ☐

Turn Around Times

90 Min. ☐	48 Hours ☐
3 Hours ☐	72 Hours ☐
6 Hours ☐	96 Hours ☐
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: _____	☐

[illegible]

Total # of Samples

Relinquished by	Date/Time	Received by	Date/Time
		CP	8/3
			10:30 AM

10088996

Client: JTL services LLC
Contact: John Leonard
Address: 3999 Sanderosa Road
Phone: Fayetteville NC 28312
Fax: 910-237-3519
Email: moldservicesjtl@aol.com

Project: COF
Client Notes: 107 Mary Street
 Fayetteville NC 28301

P.O. #:
Date Submitted: 8/6/2025 0:00

Analysis: PLM
TurnAroundTime: 12

Instructions:
 Use Column "B" for your contact info

 To See an Example Click the
 bottom Example Tab.

Enter samples between "<<" and ">>"
Begin Samples with a "<<" above the first sample
and end with a ">>" below the last sample.
Only Enter your data on the first sheet "Sheet1"

 Note: Data 1 and Data 2 are optional
 fields that do not show up on the official
 report, however they will be included
 in the electronic data returned to you
 to facilitate your reintegration of the report data.

**Scientific
 Analytical
 Institute**


**4604 Dundas Drive
 Greensboro, NC 27407
 Phone: 336.292.3888
 Fax: 336.292.3313
 Email: lab@sailab.com**

Sample Number	Data 1	Sample Description	Data 2
---------------	--------	--------------------	--------

<<			
	1 Roofing Shingle	Roofing	
	2 Transite Siding	Transite siding	
	3 Window Glaze	Window Glaze	
	4 Plaster wall	Plaster wall mix	
>>			

Relinquished By

Received By

REPORT OF THE ASBESTOS SURVEY

COF - 2217 Bragg Blvd, Fayetteville NC 28303,

0428-40-3452

PURPOSE AND SCOPE

An asbestos survey was conducted on August 13, 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 – No Asbestos detected during survey

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 8-9-2025

John T. Leonard
Asbestos Inspector
NC Accreditation # 12254



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: 10088999

Analysis: PLM

Date Received: 08/08/2025

Date Reported: 08/08/2025

Project: COF 2217 Bragg Blvd Fayetteville NC

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1	Ceiling Surfacing	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10088999_0001					Dissolved
2	Vinyl Flooring	None Detected		100% Other	Yellow Non-Fibrous Homogeneous
10088999_0002					Ashed
3	Ceiling Surfacing	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10088999_0003					Dissolved
4	Vinyl Flooring	None Detected	20% Cellulose	80% Other	Yellow Fibrous Homogeneous
10088999_0004					Ashed
5	Vinyl Flooring	None Detected		100% Other	Off-white, Beige Non-Fibrous Homogeneous
10088999_0005					Ashed
6	Ceiling Surfacing	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10088999_0006					Dissolved
7	Joint Compound	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10088999_0007					Dissolved
8 - A	Plaster Mix	None Detected		100% Other	White Non-Fibrous Homogeneous
10088999_0008	finish				Crushed

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 heterogeneous 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%.

Kiersten Smith (21)

Analyst

Nathaniel Durham

Approved Signatory



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: 10088999

Analysis: PLM

Date Received: 08/08/2025

Date Reported: 08/08/2025

Project: COF 2217 Bragg Blvd Fayetteville NC

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
8 - B	Plaster Mix	None Detected		100% Other	Gray Non-Fibrous Homogeneous
10088999_0019	base				Crushed
9	Ceiling Surfacing	None Detected		95% Other	Off-white Non-Fibrous Homogeneous
10088999_0009					Dissolved
10	Ceiling Surfacing	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10088999_0010					Dissolved
11	Ceiling Surfacing	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10088999_0011					Dissolved
12 - A	Ceiling Mix	None Detected		100% Other	White Non-Fibrous Homogeneous
10088999_0012	drywall finish				Crushed
12 - B	Ceiling Mix	None Detected		100% Other	Gray Non-Fibrous Homogeneous
10088999_0020	base				Crushed
12 - C	Ceiling Mix	None Detected	5% Cellulose	95% Other	Gray Non-Fibrous Homogeneous
10088999_0021	drywall				Dissolved
13	Ceiling Surfacing	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10088999_0013					Dissolved

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 heterogeneous 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%.

Kiersten Smith (21)

Analyst

Nathaniel Durham

Approved Signatory



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: 10088999

Analysis: PLM

Date Received: 08/08/2025

Date Reported: 08/08/2025

Project: COF 2217 Bragg Blvd Fayetteville NC

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
14	Ceiling Surfacing	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10088999_0014					Dissolved
15	Ceiling Joint Compound	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10088999_0015					Dissolved
16	Joint Compound	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10088999_0016					Dissolved
17	Joint Compound	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10088999_0017					Dissolved
18	Roofing	None Detected	5% Fiber Glass	95% Other	Black Non-Fibrous Homogeneous
10088999_0018					Dissolved

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 heterogeneous 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%.

Kiersten Smith (21)

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: 10088999
Client Code: _____

Company Contact Information	
Company: JTL Services LLC	Contact: Jay Leonard
Address: 3999 Sandevosa Road Fayetteville, NC 28312	Phone ☒ 910-237-3519
	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: 2217 Beagg Blvd Fayetteville NC	6 Hours ☐ 96 Hours ☐
	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	Living Room ceiling surfacing		
2	Dining Room flooring vinyl		
3	Dining Room ceiling surfacing		10x10
4	Kitchen flooring vinyl		8x10
5	Laundry Room floor vinyl		
6	Bedroom (L) Rear ceiling surfacing		
7	Bedroom (L) Rear ceiling joint compound		12x14
8	Bedroom (L) Rear ceiling stucco plaster		
9	Bedroom (L) Rear ceiling surfacing		1st layer
10	Hallway ceiling surfacing		

Total # of Samples _____

Relinquished by	Date/Time	Received by	Date/Time
		CF	8/10
			10:30 AM

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

Accepted ☒
Rejected ☐

Client: JTL services LLC
Contact: John Leonard
Address: 3999 Sanderosa Road
Phone: Fayetteville NC 28312
Fax: 910-237-3519
Email: moldservicesjtl@aol.com

Project: COF
Client Notes: 2217 Bragg Blvd
Fayetteville NC

P.O. #:
Date Submitted: 8/6/2025 0:00

Analysis: PLM
TurnAroundTime: 12

Instructions:
Use Column "B" for your contact info

To See an Example Click the
bottom Example Tab.

Enter samples between "<<" and ">>"
Begin Samples with a "<<" above the first sample
and end with a ">>" below the last sample.
Only Enter your data on the first sheet "Sheet1"

Note: Data 1 and Data 2 are optional
fields that do not show up on the official
report, however they will be included
in the electronic data returned to you
to facilitate your reintegration of the report data.

100889999

Scientific
Analytical
Institute



4604 Dundas Drive
Greensboro, NC 27407
Phone: 336.292.3888
Fax: 336.292.3313
Email: lab@sailab.com

<<

1 Living Room Ceiling Surfacing	Ceiling Surfacing	
2 Dining Room Floor	Vinyl Flooring	
3 Dining Room Ceiling Surfacing	Ceiling Surfacing	
4 Kitchen Floor	Vinyl Flooring	
5 Laundry Room Floor	Vinyl Flooring	
6 Bedroom	Ceiling Surfacing	Left rear bedroom
7 Bedroom	Joint Compound	Left rear bedroom
8 Bedroom	Plaster Mix	Left rear bedroom
9 Bedroom	Ceiling Surfacing	Left rear bedroom, 1st layer
10 Hallway	Ceiling Surfacing	
11 Bathroom Ceiling	Ceiling Surfacing	
12 Bedroom	Ceiling Mix	Right rearbedroom
13 Bathroom upstairs ceiling	Ceiling Surfacing	
14 Bedroom Upstairs Ceiling	Ceiling Surfacing	
15 Bedroom Upstairs Ceiling	Ceiling Joint Compound	Left Side Room Upstairs
16 Wall Upstairs	Joint Compound	
17 Laundry Room wall	Joint Compound	
18 Roofing Shingles	Roofing	

>>

Relinquished By

Received By

FILED
 CUMBERLAND COUNTY NC
 ANDRA S. BREWINGTON
 REGISTER OF DEEDS
 FILED Jun 26, 2025
 AT 01:44:22 pm
 BOOK 12267
 START PAGE 0782
 END PAGE 0783
 INSTRUMENT # 19230
 RECORDING \$26.00
 EXCISE TAX (None)
 CL

AN ORDINANCE OF THE CITY COUNCIL
 OF
 FAYETTEVILLE, NORTH CAROLINA

Return: City of Fayetteville/
 Jacqueline Haggerty

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

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

NS2025-018

The City Council finds the following facts:

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

2217 Bragg Boulevard
 PIN 0428-40-3452-

LEGAL: BEING all of Lot No. 6 in a subdivision known as RE-SUBDIVISION OF
 PART OF FAIRFAX PLACE according to a plat of the same duly recorded in Plat Book
 11, Page 19, Cumberland County, North Carolina, Registry.

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

Unknown Heirs of Balkissoon Samaroo
 c/o Steveson Ramkissoon
 45 Cheever Place, Apt. 4L
 Brooklyn, NY 11231

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before May 13, 2025.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.
- (4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.

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

Whereupon it is ordained that:

SECTION 1

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

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

SECTION 2

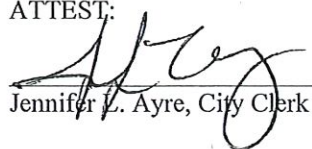
The lien as ordered herein and permitted by the North Carolina General Statutes § 160D-1203(7), shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department,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

SECTION 3

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

Adopted this 23rd day of June 2025.

ATTEST:


Jennifer L. Ayre, City Clerk



BY:

CITY OF FAYETTEVILLE



Mitch Colvin, Mayor

REPORT OF THE ASBESTOS SURVEY

COF - 2443 Hope Mills Road, Fayetteville NC 28304 0415-08-1358

PURPOSE AND SCOPE

An asbestos survey was conducted on August 13, 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 – No Asbestos detected during survey

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 8-9-2025

John T. Leonard
Asbestos Inspector
NC Accreditation # 12254



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: 10089002

Analysis: PLM

Date Received: 08/08/2025

Date Reported: 08/08/2025

Project: COF 2443 Hope Mills Road Fayetteville NC

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1	Ceiling Surfacing	None Detected	5% Cellulose	95% Other	Off-white Non-Fibrous Homogeneous
10089002_0001					Dissolved
2	Ceiling Surfacing	None Detected	5% Cellulose	95% Other	Off-white Non-Fibrous Homogeneous
10089002_0002					Dissolved
3	Ceiling Surfacing	None Detected	5% Cellulose	95% Other	Off-white Non-Fibrous Homogeneous
10089002_0003					Dissolved
4	Joint Compound	None Detected		100% Other	White Non-Fibrous Homogeneous
10089002_0004					Dissolved
5	Roofing	None Detected	5% Fiber Glass	95% Other	Black Non-Fibrous Homogeneous
10089002_0005					Dissolved
6	Joint Compound	None Detected		100% Other	White Non-Fibrous Homogeneous
10089002_0006					Dissolved
7	Joint Compound	None Detected		100% Other	White Non-Fibrous Homogeneous
10089002_0007					Dissolved

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 heterogeneous 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%.

Kiersten Smith (7)

Analyst

Nathaniel J. Durham

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: 100889002
Client Code: _____

Company Contact Information

Company:	JTL Services LLC	Contact:	Jay Leonard
Address:	3999 Sanderosa 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:	COF	3 Hours	☐	72 Hours	☐
Address:	2443 Hopemills Road	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	main floor ceiling surfacing		cathedral ceiling
2	left side dining area flat ceiling		
3	right side dining area flat ceiling		
4	left side dining room wall joint compound		
5	roofing shingles		
6	women's rest room wall joint compound		
7	bar area wall joint compound		

Total # of Samples _____

Relinquished by	Date/Time	Received by	Date/Time
		CP	8/8
			10:30AM

Accepted ☒

Rejected ☐

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

Client: JTL services LLC
Contact: John Leonard
Address: 3999 Sanderosa Road
Phone: Fayetteville NC 28312
Fax: 910-237-3519
Email: moldservicesjtl@aol.com

Project: COF
2443 Hope Mills Road
Client Notes: Fayetteville NC

P.O. #.
Date Submitted: 8/6/2025 0:00

Analysis: PLM
TurnAroundTime: 12

Instructions:
Use Column "B" for your contact info

To See an Example Click the
bottom Example Tab.

Enter samples between "<<" and ">>"
Begin Samples with a "<<" above the first sample
and end with a ">>" below the last sample.
Only Enter your data on the first sheet "Sheet1"

Note: Data 1 and Data 2 are optional
fields that do not show up on the official
report, however they will be included
in the electronic data returned to you
to facilitate your reintegration of the report data.

Scientific
Analytical
Institute



4604 Dundas Drive
Greensboro, NC 27407
Phone: 336.292.3888
Fax: 336.292.3313
Email: lab@sailab.com

10689002

<<

1 Dining Room Ceiling Surfacing
2 Dining Room Ceiling Surfacing
3 Dining Room Ceiling Surfacing
4 Dining Room Wall
5 Roofing Shingles
6 Restroom Womens Wall
7 Bar Area wall

Ceiling Surfacing
Ceiling Surfacing
Ceiling Surfacing
Joint Compound
Roofing
Joint Compound
Joint Compound

Cathedral Main Dining room area
Left Side Flat Ceiling Area
Right Side Ceiling Flat Area
Left Side Wall

>>

Relinquished By

Received By

FILED
 CUMBERLAND COUNTY NC
 ANDRA S. BREWINGTON
 REGISTER OF DEEDS
 FILED Jun 26, 2025
 AT 01:44:22 pm
 BOOK 12267
 START PAGE 0784
 END PAGE 0785
 INSTRUMENT # 19231
 RECORDING \$26.00
 EXCISE TAX (None)
 CL

*Return: City of Fayetteville/
 Jacqueline Haggerty* AN ORDINANCE OF THE CITY COUNCIL
 OF
 FAYETTEVILLE, NORTH CAROLINA

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

NS2025-019

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

The City Council finds the following facts:

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

2443 Hope Mills Road
 PIN 0415-08-1358-

LEGAL: BEGINNING at an iron pipe in the eastern right-of-way margin of N. C. Highway No. 59, said iron pipe being North 08 degrees 47 minutes 10 seconds East a direct line distance from the mid-point intersection of said N.C. Highway 59 (also known as Hope Mills Road) and Cumberland Road, as shown on plat hereinafter referred to, said iron pipe and starting point also being the Southwest corner of John S. Poulos' property as recorded in Deed Book 2053, Page 259, Cumberland County Registry; thence with Poulos' southern line, South 86 degrees 34 minutes 00 seconds East 300.00 feet to an iron pipe; thence South 13 degrees 57 minutes 06 seconds West 150.00 feet to an iron pipe; thence North 86 degrees 34 minutes 00 seconds West 300.00 feet to an iron pipe in the eastern right-of-way margin of N.C. Highway 59; thence with the eastern right-of-way margin of said highway the following courses and distances: North 13 degrees 32 minutes 43 seconds East 50.00 feet; North 14 degrees 15 minutes 18 seconds East 50.00 feet and North 14 degrees 03 minutes 17 seconds East 50.00 feet to the BEGINNING. Containing 1.02 acres, more or less, as shown on plat entitled "Survey for Golden Corral Family Steak House Rockfish Township, Cumberland County, North Carolina," by John M. Ivey, Registered Land Surveyor, dated September 10, 1984; and also being a part of the 34 acre tract conveyed to John L. Smith by deed of John L. West and wife, Nancy West, which deed is dated March 13, 1900, and is recorded in Book 119, Page 42, Cumberland County Registry, and being part of the property willed to Jerry Person as recorded in estates file 68-E-2 in the Office of the Clerk of Court of Cumberland County. See also will of M. B. Person to Bertha S. Person as recorded in Will Book O, Page 88, in the Office of the Clerk of Court of Cumberland County.

Less and excepting all of that property conveyed to North Carolina Department of Transportation by Deed date November 15, 2000, recorded February 8, 2001, in Deed Book 5403, Page 445, in Cumberland County Register of Deeds.

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

Pui Chiu Jung
615 Montclair Road
Fayetteville, NC 28314

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before May 20, 2025.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.
- (4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.
- (5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

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

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

SECTION 2

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

SECTION 3

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

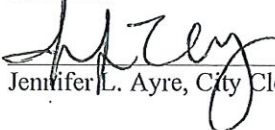
Adopted this 23rd day of June 2025.



CITY OF FAYETTEVILLE

Mitch Colvin, Mayor

ATTEST:


Jennifer L. Ayre, City Clerk

**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 B 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 a independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fee 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