

# CITY OF FAYETTEVILLE REQUEST FOR QUOTES



## **LOT CLEANING (724 Rembrandt Drive and 9414 Buddy Circle)**

COF1517012

ISSUED: July 7, 2026

DUE: August 6, 2026

The City of Fayetteville is soliciting bids for lot cleaning at:

724 Rembrandt Drive and 9414 Buddy Circle, Fayetteville, NC 28314

Funding Source: Local

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ISSUED BY:  
CITY OF FAYETTEVILLE

PRIMARY CONTACT:  
KIMBERLY TOON, PURCHASING MANGER  
[kimberlytoon@fayettevillenc.gov](mailto: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:

# FAYETTEVILLE<sup>N</sup><sub>C</sub>

AMERICA'S CAN DO CITY

## For Federally-Funded Contracts:

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

## For State-Funded Contracts:

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

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

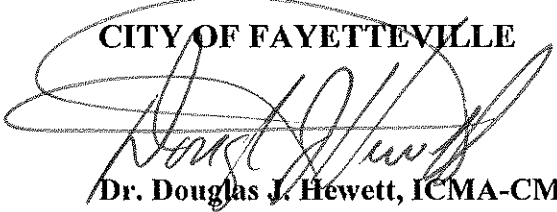
## Equal Opportunity for All

The City is committed to:

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

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE



Dr. Douglas J. Hewett, ICMA-CM  
City Manager

## **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., August 6, 2026**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

**Lot Cleaning  
(724 Rembrandt Drive and 9414 Buddy Circle, 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 August 6, 2026**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, "**Lot Cleaning: (724 Rembrandt Drive and 9414 Buddy Circle, Fayetteville, NC 28314).**"

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2<sup>nd</sup> 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](mailto: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

# Lot Cleaning Bid Request

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.

## Scope of Work – Demolition Services

The Contractor shall furnish all labor, materials, equipment, and supervision necessary to complete site restoration work described herein. The bid price shall include, but not be limited to, the following:

### 1. Removal of Personal Property and Debris

The Contractor shall remove and properly dispose of all items remaining on site to ensure a sanitized lot. Remove all debris from property razed by fire.

### 2. Pavement

Unless otherwise specified in writing, all existing asphalt and concrete parking areas and driveways shall remain undisturbed.

### 3. Grading and Restoration

All disturbed areas shall be graded smooth and stabilized to ensure proper drainage. Excavated areas shall be backfilled with approved material to match existing grades. All disturbed slab areas shall be seeded and mulched with straw.

### 4. Vegetation Clearing

The Contractor shall remove all rubbish, debris, and overgrowth from the site, including tall grass, weeds, underbrush, limbs, logs, fallen trees, and organic debris piles. Vegetation shall be cut to property lines. All trees and saplings measuring less than three (3) inches in diameter shall be removed.

**Failure to fully clear vegetation may result in rejection of work.**

### 5. Disposal

All materials and debris shall be transported and disposed of at approved landfills or recycling/processing facilities. Documentation of disposal (dump tickets or receipts) shall be submitted prior to final payment.

### 6. Safety and Site Requirements

The Contractor shall control clean-up area during project.

### 7. Permits and Compliance

The Contractor shall obtain, at their own expense, all necessary permits, licenses, bonds, insurance, inspections, engineering, and approvals required to complete the work. All work shall comply with applicable local, state, and federal laws, codes, and regulations.

### 8. Schedule

All work shall be completed within sixty (30) calendar days from issuance of the Notice to Proceed, unless otherwise approved in writing. The Contractor shall coordinate required inspections with the City at both project commencement and completion.

### 9. Assignment

The Contractor shall not assign, transfer, or subcontract any portion of this Agreement without prior written consent from the City.

- 
- 1) **724 REMBRANDT DR, PIN: 9487-73-3676**-This project is for City of Fayetteville Code Enforcement solid waste violation abatement **ACRES: 0.22**
  - 2) **9414 BUDDY CIR, PIN: 9487-61-3591**-This project is for City of Fayetteville Code Enforcement solid waste violation abatement **ACRES: 0.19**
  - 3) **END OF LIST/////**

**Bidders shall submit all quotes on Bid Proposal Package Form**

<b>Submit by Mail:</b>	<b>Submit in Person:</b>
City of Fayetteville	City Hall Offices
Purchasing Division	2 <sup>nd</sup> Floor Purchasing Division
433 Hay Street, Fayetteville, NC 28301-5337	433 Hay Street, Fayetteville, NC 28301-5337
Attn: Kimberly Toon, Purchasing Manager	Attn: Kimberly Toon, Purchasing Manager

**Submittal Deadline: 2:00 PM EST – August 6, 2026**

If you have questions, please contact:

Kimberly Toon, CLGPO Purchasing Manager at [cofbiddingquestions@fayettevillenc.gov](mailto:cofbiddingquestions@fayettevillenc.gov)

**CITY OF FAYETTEVILLE**  
**Demolition, Asbestos Abatement & Lot Cleaning**

**(724 Rembrandt Drive and 9414 Buddy Circle)**

**BID PROPOSAL PACKAGE 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.

ALL PRICES ARE TO INCLUDE NC SALES AND USE TAXES

**This Bid Package is executed by:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone Number: \_\_\_\_\_

License Number: \_\_\_\_\_

<b>Address</b>	<b>Bid Amount</b>
724 REMBRANDT DR, Fayetteville, NC	\$
9414 BUDDY CIR, Fayetteville, NC	\$

**ACKNOWLEDGMENT OF ADDENDA**

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

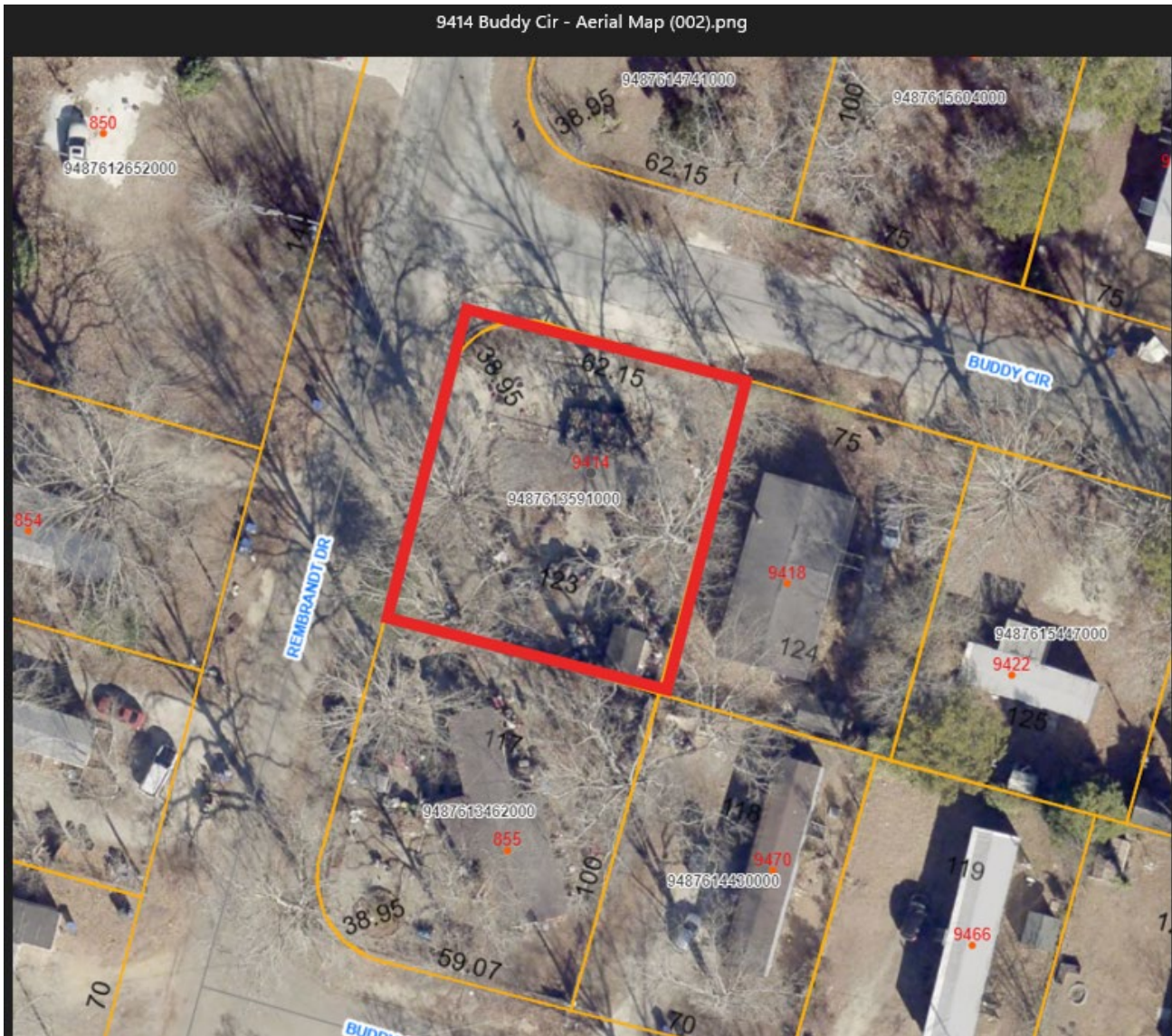
Addendum No. 1 _____	Dated: _____
Addendum No. 2 _____	Dated: _____
Addendum No. 3 _____	Dated: _____
Addendum No. 4 _____	Dated: _____

## **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:

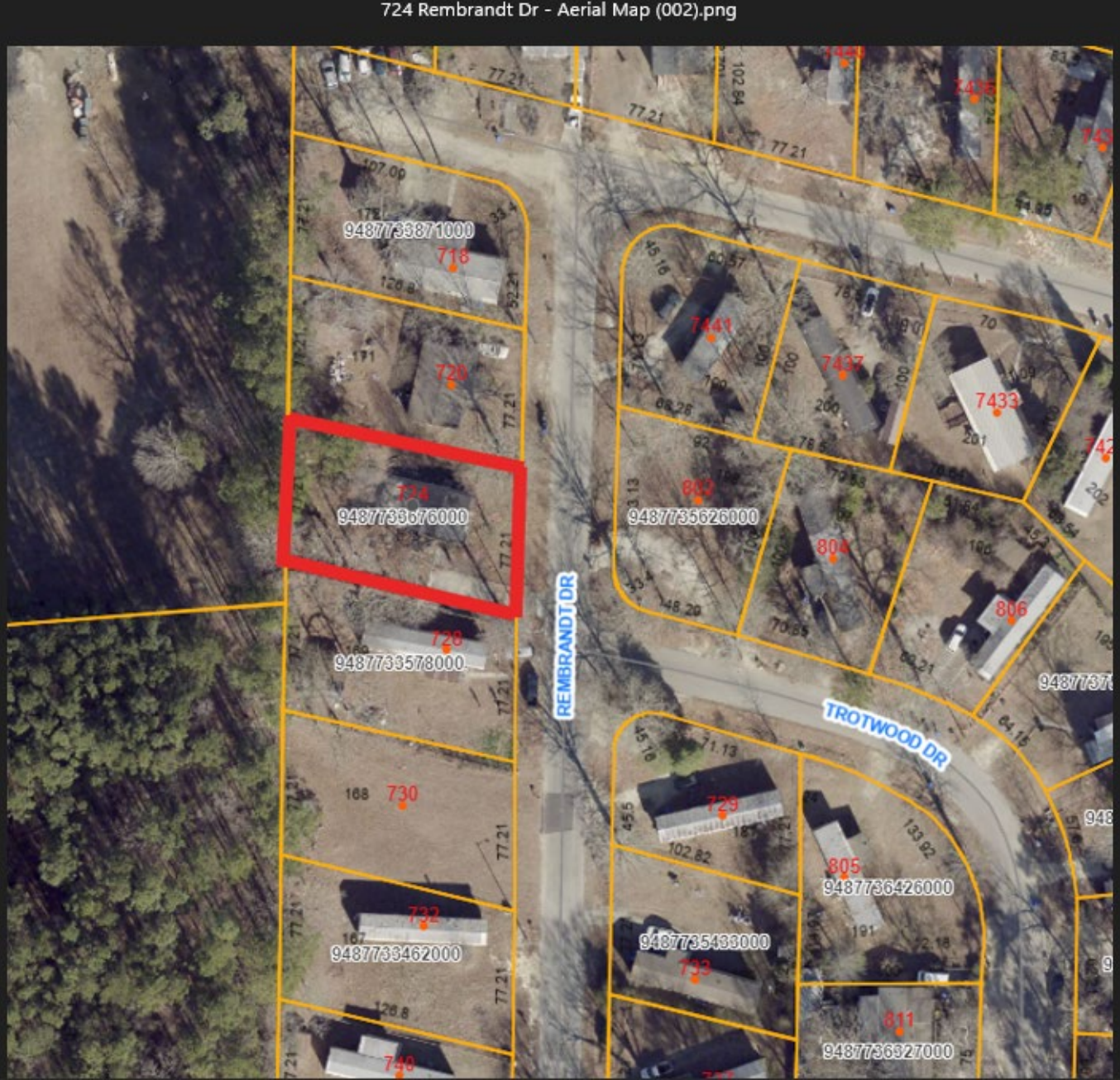
<b>A</b>	<b>Registration with the North Carolina Secretary of State</b>	
<b>B</b>	<b>Certificate of Insurance – Valid or Issued within the 30 days</b>	
<b>C</b>	<b>Three References</b>	
<b>D</b>	<b>Safety protocols and incident prevention measures</b>	
<b>E</b>	<b>General Contracting License</b>	
<b>F</b>	<b>Documented demolition projects in the past 3 years</b>	
<b>G</b>	<b>Listing of heavy equipment and description needed to complete the project along with ownership status</b>	
<b>H</b>	<b>Physical location of the property</b>	

# Aerial Map – 9414 Buddy Circle



# Aerial Map – 724 Rembrandt Drive

724 Rembrandt Dr - Aerial Map (002).png



## Notice of Violation – 724 Rembrandt Drive



HOUSING & CODE ENFORCEMENT DIVISION 433 Hay Street, Fayetteville, NC 28301 - (910) 433-1056

### NOTICE OF VIOLATION - WARNING LETTER

April 14, 2026

Case Number:CE20260113-00449

ALLURE INVESTMENTS, LLC  
c/o Terry Scott Friedmann, Registered Agent  
P.O. Box 35886  
FAYETTEVILLE, NC 28303

RE: 724 REMBRANDT DR, Fayetteville, NC PIN 9487-73-3676-

Dear ALLURE INVESTMENTS, LLC

2<sup>nd</sup> Notice: Please be advised that Chapter 22, Section 16(A)(1), of the City Code prohibits any condition which constitutes a breeding ground or harbor for rats, mosquitoes, harmful insects or other pests. Chapter 22, Section (A)(2), Open wells and open basements or structures where construction of such structure has been abandoned, or the structure has been razed by fire, demolition or other casualty. We recently visited the above-referenced property and noticed the following condition(s) on your property which is/are contrary to the code:

Please remove all remaining portions of the structure that were damaged or destroyed by fire and clear all remaining debris from the property. Case has been open since January 12, 2026 and several extensions granted. If not in compliance the City will move to abate.

You are requested to abate the above condition(s) within 10 business days from the date of this notice. Please contact Solid Waste at (910) 433-1329 to ensure conformance with waste disposal standards and policies. Failure to comply with this request may result in a civil penalty. Repeated or continued non-compliance may lead to criminal charges or other legal actions. Also, for failure to abate this violation, The City of Fayetteville may correct the violation(s) and will collect from you the cost of the abatement action plus an administrative fee of \$200.00. This cost is in addition to any penalties accumulated for the violation(s).

More than three verified violations for any condition which constitutes a breeding ground or harbor for rats, mosquitoes, harmful insects or other pests; and/or, abandoned, nuisance, or junk vehicles within a 12 month period, may result in a Notice of Nuisance Property Finding being issued to you, subjecting you to a \$500 civil penalty and a \$1,000 penalty for each additional verified violation within 12 months of the last.

Our goal is to obtain your voluntary compliance in abating the violation. Your prompt attention to this matter will be greatly appreciated. If you feel that this notice has been issued in error or you have any questions pertaining to this matter, please feel free to contact me at 910-433-1706

Sincerely,

A handwritten signature in black ink, appearing to read "Dereke Planter", is written over a light gray rectangular background.

Dereke Planter  
Code Enforcement Administrator

## Notice of Violation – 9414 Buddy Circle



HOUSING & CODE ENFORCEMENT DIVISION 433 Hay Street, Fayetteville, NC 28301 - (910) 433-1056

### NOTICE OF VIOLATION - WARNING LETTER

April 17, 2028

Case Number:CE20260318-03393

KD HOMES LLC  
PO BOX 35888  
FAYETTEVILLE, NC 28303

KD HOMES LLC  
3008 KIBIRNIE LN  
FAYETTEVILLE, NC 28308

RE: 9414 BUDDY CIR, 28314, Fayetteville, NC PIN 9487813591000

Dear KD HOMES LLC

2<sup>nd</sup> notice: Please be advised that Chapter 22, Section 18(A)(1) of the City Code prohibits any condition which constitutes a breeding ground or harbor for rats, mosquitoes, harmful insects or other pests. Chapter 22, Section 18(C)(1 thru 9) states no owner, lessor, lessee, person, firm or corporation shall be permitted to illegally dump, leave or dispose in any manner upon their property or the property of another, whether public or privately owned, within the City limits the following items: 1. Mixed household, metal and yard waste; 2. Tires or automotive parts; 3. Hazardous materials; 4. Furniture; 5. Carpet; 6. Building materials; 7. Household garbage; 8. Trees cut down; 9. Yard debris and related materials not removed by the generator of this waste within one (1) week. We recently visited the above-referenced property and noticed the following condition(s) on your property which is/are contrary to the code:

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Dereke Planter  
Code Enforcement Administrator

cc: OTHER KD Homes, LLC 340 Coverly Sq Fayetteville NC 28303  
REG\_AGENT James Willis Griffin, IV PO Box 35888 Fayetteville NC 28303

# CITY OF FAYETTEVILLE REQUEST FOR QUOTES



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COF1517012

ISSUED: July 7, 2026

DUE: August 6, 2026

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Funding Source: Local

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CITY OF FAYETTEVILLE

PRIMARY CONTACT:  
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**CITY OF FAYETTEVILLE**

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**City of Fayetteville**

Kimberly Toon,  
CLGPO Purchasing  
Manager

# Lot Cleaning Bid Request

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City of Fayetteville	City Hall Offices
Purchasing Division	2 <sup>nd</sup> Floor Purchasing Division
433 Hay Street, Fayetteville, NC 28301-5337	433 Hay Street, Fayetteville, NC 28301-5337
Attn: Kimberly Toon, Purchasing Manager	Attn: Kimberly Toon, Purchasing Manager

**Submittal Deadline: 2:00 PM EST – August 6, 2026**

If you have questions, please contact:

Kimberly Toon, CLGPO Purchasing Manager at [cofbiddingquestions@fayettevillenc.gov](mailto:cofbiddingquestions@fayettevillenc.gov)

**CITY OF FAYETTEVILLE**  
**Demolition, Asbestos Abatement & Lot Cleaning**

**(724 Rembrandt Drive and 9414 Buddy Circle)**

**BID PROPOSAL PACKAGE FORM**

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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 Number: \_\_\_\_\_

License Number: \_\_\_\_\_

<b>Address</b>	<b>Bid Amount</b>
724 REMBRANDT DR, Fayetteville, NC	\$
9414 BUDDY CIR, Fayetteville, NC	\$

**ACKNOWLEDGMENT OF ADDENDA**

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

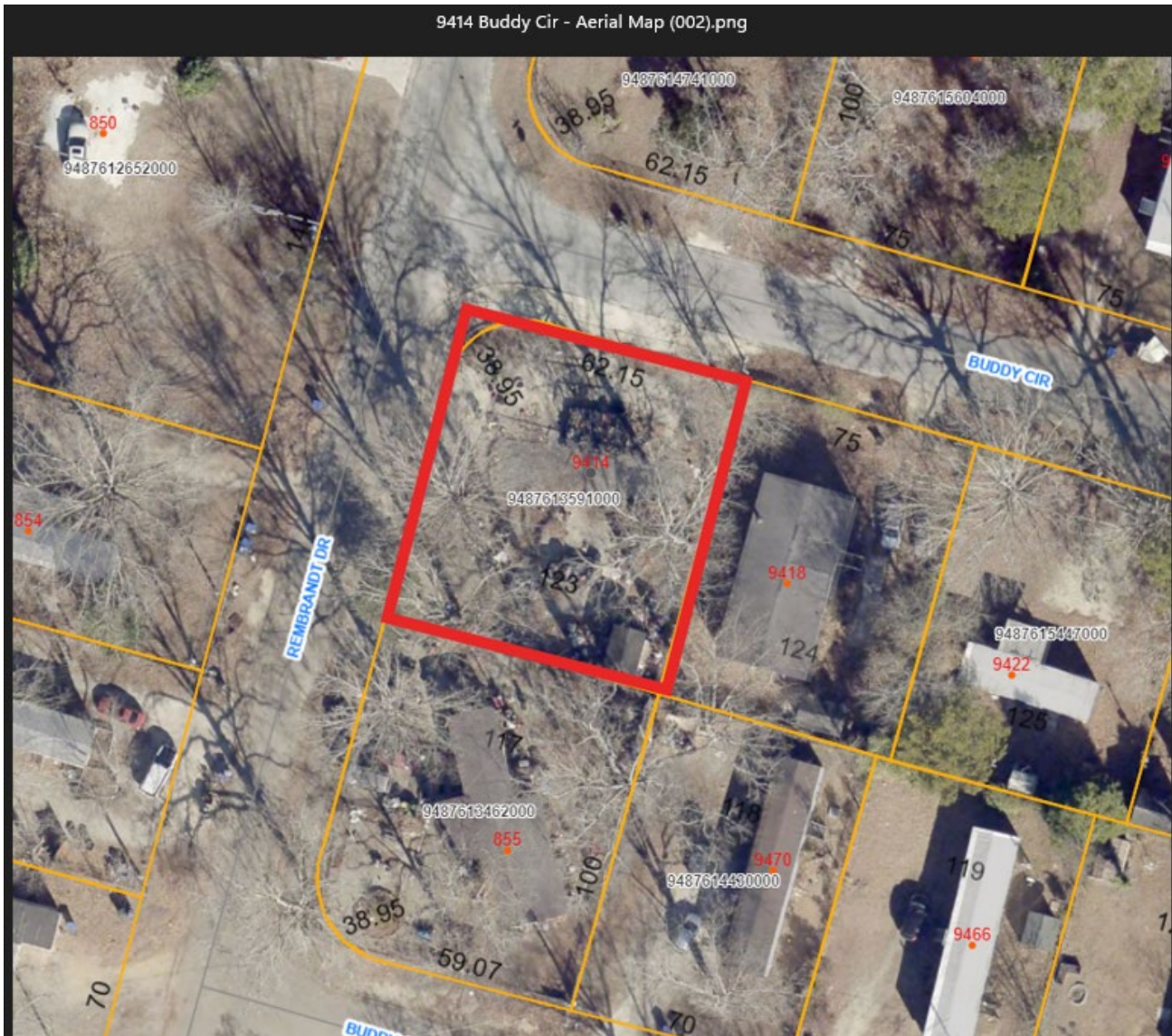
Addendum No. 1 _____	Dated: _____
Addendum No. 2 _____	Dated: _____
Addendum No. 3 _____	Dated: _____
Addendum No. 4 _____	Dated: _____

## **BIDDER'S CHECKLIST**

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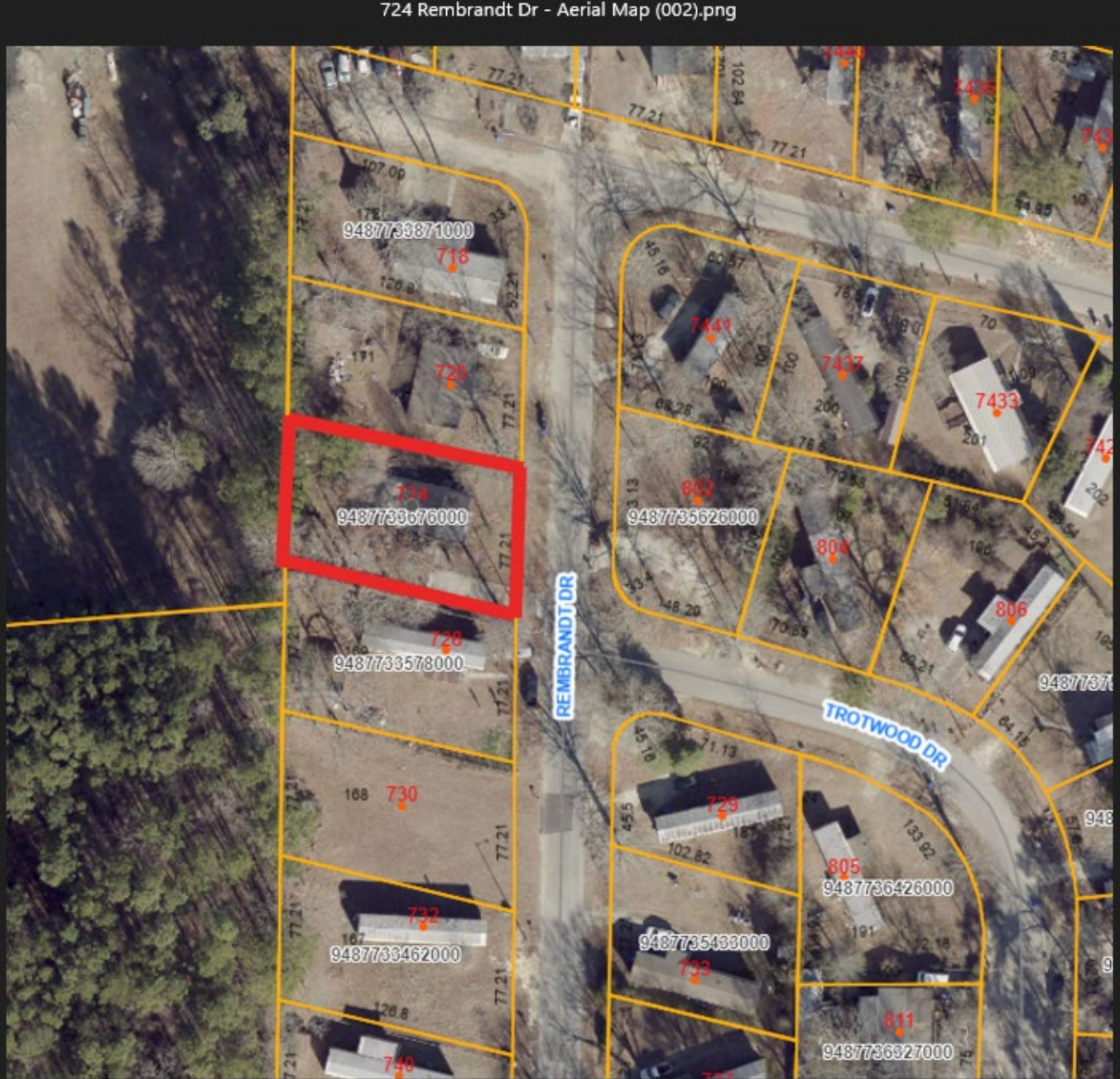
<b>A</b>	<b>Registration with the North Carolina Secretary of State</b>	
<b>B</b>	<b>Certificate of Insurance – Valid or Issued within the 30 days</b>	
<b>C</b>	<b>Three References</b>	
<b>D</b>	<b>Safety protocols and incident prevention measures</b>	
<b>E</b>	<b>General Contracting License</b>	
<b>F</b>	<b>Documented demolition projects in the past 3 years</b>	
<b>G</b>	<b>Listing of heavy equipment and description needed to complete the project along with ownership status</b>	
<b>H</b>	<b>Physical location of the property</b>	

# Aerial Map – 9414 Buddy Circle



# Aerial Map – 724 Rembrandt Drive

724 Rembrandt Dr - Aerial Map (002).png



## Notice of Violation – 724 Rembrandt Drive



**HOUSING & CODE ENFORCEMENT DIVISION 433 Hay Street, Fayetteville, NC 28301 - (910) 433-1056**

### **NOTICE OF VIOLATION - WARNING LETTER**

April 14, 2026

Case Number:CE20260113-00449

ALLURE INVESTMENTS, LLC  
c/o Terry Scott Friedmann, Registered Agent  
P.O. Box 35886  
FAYETTEVILLE, NC 28303

RE: 724 REMBRANDT DR, Fayetteville, NC PIN 9487-73-3676-

Dear ALLURE INVESTMENTS, LLC

2<sup>nd</sup> Notice: Please be advised that Chapter 22, Section 16(A)(1), of the City Code prohibits any condition which constitutes a breeding ground or harbor for rats, mosquitoes, harmful insects or other pests. Chapter 22, Section (A)(2), Open wells and open basements or structures where construction of such structure has been abandoned, or the structure has been razed by fire, demolition or other casualty. We recently visited the above-referenced property and noticed the following condition(s) on your property which is/are contrary to the code:

Please remove all remaining portions of the structure that were damaged or destroyed by fire and clear all remaining debris from the property. Case has been open since January 12, 2026 and several extensions granted. If not in compliance the City will move to abate.

You are requested to abate the above condition(s) within 10 business days from the date of this notice. Please contact Solid Waste at (910) 433-1329 to ensure conformance with waste disposal standards and policies. Failure to comply with this request may result in a civil penalty. Repeated or continued non-compliance may lead to criminal charges or other legal actions. Also, for failure to abate this violation, The City of Fayetteville may correct the violation(s) and will collect from you the cost of the abatement action plus an administrative fee of \$200.00. This cost is in addition to any penalties accumulated for the violation(s).

More than three verified violations for any condition which constitutes a breeding ground or harbor for rats, mosquitoes, harmful insects or other pests; and/or, abandoned, nuisance, or junk vehicles within a 12 month period, may result in a Notice of Nuisance Property Finding being issued to you, subjecting you to a \$500 civil penalty and a \$1,000 penalty for each additional verified violation within 12 months of the last.

Our goal is to obtain your voluntary compliance in abating the violation. Your prompt attention to this matter will be greatly appreciated. If you feel that this notice has been issued in error or you have any questions pertaining to this matter, please feel free to contact me at 910-433-1706

Sincerely,

A handwritten signature in black ink, appearing to read "Dereke Planter", is written over a light gray rectangular background.

Dereke Planter  
Code Enforcement Administrator

## Notice of Violation – 9414 Buddy Circle



HOUSING & CODE ENFORCEMENT DIVISION 433 Hay Street, Fayetteville, NC 28301 - (910) 433-1056

### NOTICE OF VIOLATION - WARNING LETTER

April 17, 2028

Case Number:CE20260318-03393

KD HOMES LLC  
PO BOX 35888  
FAYETTEVILLE, NC 28303

KD HOMES LLC  
3008 KIBIRNIE LN  
FAYETTEVILLE, NC 28308

RE: 9414 BUDDY CIR, 28314, Fayetteville, NC PIN 9487813591000

Dear KD HOMES LLC

2<sup>nd</sup> notice: Please be advised that Chapter 22, Section 18(A)(1) of the City Code prohibits any condition which constitutes a breeding ground or harbor for rats, mosquitoes, harmful insects or other pests. Chapter 22, Section 18(C)(1 thru 9) states no owner, lessor, lessee, person, firm or corporation shall be permitted to illegally dump, leave or dispose in any manner upon their property or the property of another, whether public or privately owned, within the City limits the following items: 1. Mixed household, metal and yard waste; 2. Tires or automotive parts; 3. Hazardous materials; 4. Furniture; 5. Carpet; 6. Building materials; 7. Household garbage; 8. Trees cut down; 9. Yard debris and related materials not removed by the generator of this waste within one (1) week. We recently visited the above-referenced property and noticed the following condition(s) on your property which is/are contrary to the code:

Please remove all, trash, rubbish, debris and remaining section of the structure that was razed by fire from the property.

You are requested to abate the above condition(s) within 10 business days from the date of this notice. Please contact Solid Waste at (910) 433-1329 to ensure conformance with waste disposal standards and policies. Failure to comply with this request may result in a civil penalty. Repeated or continued non-compliance may lead to criminal charges or other legal actions. Also, for failure to abate this violation, The City of Fayetteville may correct the violation(s) and will collect from you the cost of the abatement action plus an administrative fee of \$200.00. This cost is in addition to any penalties accumulated for the violation(s).

More than three verified violations for any condition which constitutes a breeding ground or harbor for rats, mosquitoes, harmful insects or other pests; and/or, abandoned, nuisance, or junk vehicles within a 12 month period, may result in a Notice of Nuisance Property Finding being issued to you, subjecting you to a \$500 civil penalty and a \$1,000 penalty for each additional verified violation within 12 months of the last.

Our goal is to obtain your voluntary compliance in abating the violation. Your prompt attention to this matter will be greatly appreciated. If you feel that this notice has been issued in error or you have any questions pertaining to this matter, please feel free to contact me at 910-433-1708

Sincerely,

A handwritten signature in black ink, appearing to read "Dereke Planter", is written over a light gray rectangular background.

Dereke Planter  
Code Enforcement Administrator

cc: OTHER KD Homes, LLC 340 Coverly Sq Fayetteville NC 28303  
REG\_AGENT James Willis Griffin, IV PO Box 35888 Fayetteville NC 28303

**CITY OF FAYETTEVILLE  
GENERAL CONTRACTING AGREEMENT  
DEMOLITION AND/OR LOT CLEANING**

This agreement (“Agreement”) is made this \_\_\_ day of \_\_\_, 2026 between **VENDOR** henceforth known as “Contractor,” and the **City of Fayetteville**, henceforth known as “City” (collectively, the “Parties,” and individually, a “Party”).

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

**Section 1  
The Work**

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

**Total Project Bid:   A m o u n t**

**Section 2  
Timeline**

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

Work Start: **Start Date**

Work Completion: **Completion Date**

Any delays that arise during the course of the work must be discussed with the City immediately and documented in writing within forty-eight (48) hours.

(a) Liquidated Damages: Time is of the essence in this Agreement. The Parties acknowledge that delays in completion will cause the City to incur additional costs and damages that are difficult to precisely calculate. Therefore, should the Contractor fail to complete the work by the Completion Date specified in Section 2, Contractor shall pay to the City liquidated damages in the amount of \$ 500.00 per calendar day for each day beyond the Completion Date, not as a penalty but as a reasonable estimate of actual damages the City will sustain.

Liquidated damages may be withheld from payments due to Contractor. The assessment of liquidated damages shall not relieve Contractor of its obligation to complete the work nor shall it be construed as a waiver of any other rights or remedies available to the City.

Extensions of time may be granted only for delays beyond Contractor's control, including acts of God, unforeseeable site conditions, or City-requested changes, provided Contractor submits written notice within forty-eight (48) hours of the delay with supporting documentation.

### **Section 3 Payment**

The City agrees to pay the Contractor a total of **Amount** payable in the following manner:

**Within thirty (30) days of receipt of invoice.**

Final payment shall be withheld until final inspection is completed, the site is accepted by the City in writing, and all required documentation including disposal receipts and clearance certificates are provided.

### **Section 4 Changes**

Any changes made to plans, materials used, time needed, or any other portion of the work must be discussed with the City prior to any decisions. No changes shall be made without written authorization from the City.

(a) Changed Conditions: If Contractor encounters subsurface or concealed conditions that differ materially from those indicated in the contract documents or from conditions normally encountered in work of this nature (including but not limited to underground storage tanks, contaminated soil, undocumented utilities, archaeological findings, or hazardous materials not identified in pre-demolition surveys), Contractor shall immediately stop work in the affected area and notify the City in writing before proceeding.

The City will investigate the conditions within five (5) business days and determine appropriate action, which may include contract modification and equitable adjustment to contract price and time. Contractor shall not be entitled to additional compensation or time if Contractor fails to provide immediate written notice as required.

### **Section 5 Permits and Licensing**

(a) Contractor agrees to secure any and all permits necessary so that this work will be done within the parameters of the laws of **North Carolina**. Required permits may include, but are not limited to:

- Building demolition permit from City of Fayetteville (if demolition work)
- Land disturbance/grading permit (if lot clearing)

- Right-of-way permits (if applicable)
- Erosion and sediment control permit
- Stormwater permits (if disturbing one or more acres)
- Tree removal permits (if required by local ordinance)
- Any other federal, state, or local permits as required

Contractor agrees that any fees for these permits are already included in the total amount charged to the City.

(b) General Contractor License, if Applicable Based Upon Cost of Work: Contractor shall maintain a valid North Carolina General Contractor's License issued by the North Carolina Licensing Board for General Contractors throughout the duration of this Agreement. Contractor shall provide proof of current licensure prior to commencing work.

(c) Asbestos Certification (If Demolition Work): If the work involves demolition or renovation of structures built before 1981, or if asbestos-containing materials (ACM) are present or suspected:

(1) Contractor shall hold a valid North Carolina Asbestos Contractor's License issued by the North Carolina Department of Health and Human Services (NCDHHS) Asbestos Certification and Training Program.

(2) All workers engaged in asbestos removal, encapsulation, or enclosure shall be certified asbestos workers through the NCDHHS program.

(3) An on-site asbestos supervisor, certified by NCDHHS, shall be present during all asbestos abatement activities.

(4) Contractor shall comply with all requirements of the North Carolina Asbestos Hazard Management Act (NCGS §130A-444 et seq.) and NC Administrative Code Title 15A, Subchapter 13D.

(d) Asbestos Survey Requirement (If Demolition Work): Prior to any demolition work on structures built before 1981, Contractor shall provide the City with a thorough asbestos survey conducted by a North Carolina certified asbestos building inspector. No demolition shall commence until the survey is completed, reviewed, and approved by the City.

(e) Asbestos Notification (If Demolition Work): If asbestos removal is required, Contractor shall file required notifications with:

- North Carolina Department of Environmental Quality (NCDEQ), Division of Air Quality at least ten (10) working days prior to commencement
- EPA Region 4 (as required under NESHAP regulations)

(f) Lead-Based Paint Certification (If Demolition Work and Structure is Occupied): For structures built before 1978, Contractor shall: (1) Hold EPA Lead-Safe Certification (RRP Rule) (2) Employ only EPA-certified renovators (3) Follow lead-safe work practices as required by 40 CFR Part 402

(g) Waste Transporter License: If transporting asbestos or other regulated waste, Contractor shall hold appropriate licenses from NCDEQ for hazardous waste transportation.

(h) License Verification: Contractor shall provide copies of all required licenses, certifications, and permits to the City within five (5) business days of execution of this Agreement and upon renewal during the term of the Agreement. Failure to maintain valid licenses shall be grounds for immediate termination.

(i) Compliance with OSHA: Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) regulations, including 29 CFR 1926.1101 (asbestos standards for construction), 29 CFR 1926.850 (demolition standards), and 29 CFR 1926 Subpart R (steel erection and demolition).

(b)

### **Section 6 Workers**

Contractor agrees that any laborer, subcontractor and/or employee that he/she hires for the purposes of this project 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 the City, nor enter into any contract or agreement for or on behalf of the City. Contractor is not an employee of the City and is not entitled to any benefits provided employees of the 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**

The 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. The City is not in any way liable for a subcontractor's missed payment.

All subcontractors performing asbestos abatement, lead paint removal, or other specialized work must hold all required certifications and licenses as specified in Section 5.

### **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, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved.

The insurance required for this Agreement is as follows:

(a) Commercial General Liability: The Contractor obtain and maintain during the life of this Agreement, commercial general liability insurance with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

(b) Commercial Automobile Liability: The Contractor obtain and maintain during the life of this Agreement, commercial automobile liability insurance with limits of no less than \$250,000.00 per person, \$500,000.00 per occurrence for bodily injury and \$1,000,000.00 for property damage covering owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employers' Liability Insurance: If the Contractor employs three or more employees, the Contractor shall obtain 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 \$500,000.00 each accident and policy limit, including occupational disease coverage with limits of \$500,000.00 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.

(d) Acceptability of Insurance: All insurance policies shall be written by insurers licensed to do business in North Carolina. The City acknowledges 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.

(e) Indemnity Provision: To the extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, employees and agents from any and all liability and claims for any injury or damage caused by any act, omission or negligence of the Contractor or its agents, servants, employees, subcontractors, licensees, invitees, officials, successors and assignees. 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 or its agents, servants, employees, subcontractors, licensees, invitees, officials, successors and assignees, in the performance of the work/service for the project under this Agreement.

(f) 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) The City must be named as an additional insured.
  - (b) The Contractor's insurance coverage shall be primary insurance covering the City. Any insurance or self-insurance maintained by the City shall be in excess of Contractor's insurance and shall not contribute with Contractor's insurance.
  - (c) 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.
  - (d) 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.

- (e) 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 requirements stated

herein.

- (f) 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 Environmental Compliance and Hazardous Materials**

(a) Environmental Regulations: The Contractor shall comply with all federal, state, and local environmental regulations including but not limited to the North Carolina Asbestos Hazard Management Act (if demolition work), EPA RRP Rule for lead paint (if demolition work), North Carolina Sedimentation Pollution Control Act, North Carolina Solid Waste Management Act, and all applicable air quality regulations.

(b) Hazardous Materials (If Demolition Work): If hazardous materials are discovered during the course of work that were not identified in pre-demolition surveys, Contractor shall immediately stop work, secure the area, and notify the City and appropriate regulatory agencies. Work shall not resume until proper abatement procedures are approved and implemented.

(c) Disposal Documentation: Contractor shall dispose of all demolition debris, cleared vegetation, stumps, asbestos-containing materials (if applicable), lead paint waste (if applicable), and other regulated materials at facilities licensed to accept such waste. Contractor shall provide the City with all disposal receipts, manifests, and clearance certificates upon completion of work and prior to final payment.

### **Section 10 Utility Notification and Protection**

Contractor agrees to contact NC 811 (North Carolina One Call) at least three (3) business days prior to any excavation, demolition, or land clearing and obtain utility location markings. Contractor shall verify the location of all underground and overhead utilities including water, sewer, gas, electric, telephone, cable, and fiber optic lines.

Contractor assumes full responsibility and liability for damage to utilities that are not properly located, marked, or protected.

For demolition work, Contractor shall coordinate disconnection of all utilities with appropriate utility companies and the City prior to demolition. All underground utilities shall be properly capped, removed, or abandoned in place in accordance with applicable regulations and utility company requirements.

### **Section 11 Site Security and Public Safety**

Contractor shall maintain adequate security fencing, barricades, warning signs, and lighting around the work site in accordance with OSHA standards and local ordinances. Contractor shall prevent unauthorized access to the site at all times and shall be responsible for any injuries or damage resulting from inadequate site security.

Contractor shall protect adjacent properties, structures, utilities, and landscaping from damage, dust, debris, vibration, and noise to the maximum extent practicable. Contractor shall be responsible for repairing any damage caused to adjacent properties.

## **Section 12 Dust Control and Environmental Protection**

Contractor shall implement effective dust control measures including water spraying, barriers, covers, and sweeping as necessary to comply with North Carolina air quality standards and local ordinances. Dust control shall be maintained throughout all phases of work.

Contractor shall prevent sediment and erosion runoff in accordance with the North Carolina Sedimentation Pollution Control Act. Erosion control measures including silt fencing, sediment traps, and stabilization shall be installed prior to land disturbance and maintained throughout the project.

## **Section 13 Cleanup, Debris Removal and Disposal**

Contractor agrees to remove all debris including but not limited to:

- Demolition debris (concrete, asphalt, brick, wood, metal, roofing materials, glass, fixtures) if demolition work
- Cleared vegetation, trees, stumps, brush, roots, and rocks if lot clearing work
- Any other materials generated from the work

Debris shall be removed from the site on a daily basis or as directed by the City. The site shall be kept in a clean, safe, and orderly condition at all times.

All materials shall be disposed of at facilities licensed to accept such waste in accordance with North Carolina solid waste regulations. No burning of debris is permitted unless specifically authorized in writing by the City and appropriate agencies. Contractor shall provide the City with disposal receipts and documentation upon request.

The site shall be graded to proper drainage specifications as shown in Exhibit A and left in a safe, level condition free of hazards, holes, protruding objects, stumps, roots, and debris. Topsoil shall be preserved and respread where specified. Final grades shall be smooth and free of ruts, depressions, and irregularities.

For demolition work, all concrete foundations, footings, slabs, and underground obstructions shall be removed to the depth specified in Exhibit A. All voids created by removal of underground structures shall be backfilled with suitable material and properly compacted.

The location will be returned to the condition specified in the contract documents upon completion of the work.

#### **Section 14 Final Inspection and Acceptance**

Upon completion of all work, Contractor shall notify the City in writing and request final inspection. The City shall conduct final inspection within five (5) business days of notification.

Work shall not be deemed complete, and final payment shall not be made, until: (a) The City issues written acceptance of the work (b) All required documentation is provided including disposal receipts, manifests, clearance certificates for asbestos or lead abatement (if applicable), and as-built drawings if required (c) The site meets all specifications in the contract documents (d) All deficiencies identified during final inspection are corrected

Any deficiencies identified during final inspection must be corrected within the timeframe specified by the City, not to exceed ten (10) calendar days unless otherwise agreed in writing.

#### **Section 15 Federal Terms and Conditions (If Applicable)**

CHECK THIS BOX IF PROJECT IS FUNDED IN WHOLE OR IN PART BY HUD OR OTHER FEDERAL FUNDS

If the box above is checked, this project is funded in whole or in part by the U.S. Department of Housing and Urban Development (HUD) or other federal funding sources, and the following federal requirements apply in addition to all other terms of this Agreement:

(a) Equal Employment Opportunity: During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Davis-Bacon Act Requirements (If Applicable - Contracts Over \$2,000 and incidental to or preparatory for construction, alteration, or repair work): If this contract exceeds \$2,000 and involves the employment of mechanics or laborers, the following provisions apply:

(1) Minimum Wages: All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

(2) Withholding: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract.

(3) Payrolls and Basic Records: Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, apprentices, trainees, helpers, and guards working at the site of the work. Such records shall be available for inspection by authorized representatives of HUD and the Department of Labor and shall be in the form prescribed by the Department of Labor.

(4) Apprentices and Trainees: Apprentices, trainees, and helpers will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship or trainee program registered with the Department of Labor, Employment and Training Administration, or with a State apprenticeship agency recognized by the Employment and Training Administration, or if such person is in the first 90 days of probationary employment as an apprentice or trainee in such a program and is not individually registered in the program, but has been certified by the Employment and Training Administration or a State apprenticeship agency to be eligible for probationary employment as an apprentice or trainee.

(5) Compliance with Copeland Act Requirements: The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts: The Contractor or subcontractor shall insert in any subcontracts all of the stipulations contained in these Davis-Bacon labor standards provisions.

(7) Contract Termination: A breach of the labor standards provisions of paragraphs (b)(1) through (b)(6) above may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(c) Section 3 Requirements (HUD-Funded Projects): The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(1) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(2) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

(3) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75.

(4) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75.

(5) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(d) Lead-Based Paint Requirements (HUD-Funded Demolition): For structures constructed prior to 1978 and are occupied at the time of demolition, the following lead-based paint requirements apply:

(1) The Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35 and 40 CFR part 745.

(2) Contractors performing demolition of residential structures shall comply with all notification and work practice requirements under the EPA RRP Rule and HUD Lead Safe Housing Rule.

(3) Warning signs shall be posted at the work site in accordance with 29 CFR 1926.62.

(e) Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by the City in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(f) Debarment and Suspension: Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor shall provide immediate written notice to City if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification regarding lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.

(h) Procurement of Recovered Materials (2 CFR 200.322): The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

(i) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(j) Clean Air Act and Federal Water Pollution Control Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor agrees to report violations to HUD and the appropriate EPA Regional Office.

(k) Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(l) Non-Discrimination and Equal Opportunity: The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), the Fair Housing Act (42 U.S.C. 3601-19), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and 24 CFR part 1.

(m) Conflict of Interest: No employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies, or of subrecipients who exercise or have exercised any functions or responsibilities with respect to assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, unless a waiver is granted.

(n) Environmental Review: The Contractor shall not begin physical construction (including demolition) until the City has provided written notification to proceed following completion of the environmental review process required by the National Environmental Policy Act (NEPA) and 24 CFR Part 58. Contractors who begin work prior to receiving this authorization do so at their own risk and the City may be prohibited from using federal funds for the contract.

(o) Historic Preservation: The Contractor shall comply with the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 et seq.) and with the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties. If historic properties or archaeological resources are discovered during demolition or site clearing, Contractor shall immediately cease work and notify the City.

(p) Access to Records and Audits: The Contractor agrees to provide the City, HUD, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to maintain all required records for three years after final payment and all other pending matters are closed.

(q) Federal Prevailing Wage Rates: If applicable, wage rates for this project are established by the U.S. Department of Labor and are attached as Exhibit B - Federal Wage Decision. All laborers and mechanics must be paid no less than the applicable wage rates.

**Section 16**  
**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, except that if federal funding is involved and federal requirements are more restrictive, the federal requirements shall govern.

### **Section 17 E-Verify**

Contractor acknowledges that "E-Verify" is the federal E-Verify program operated by the U.S. Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. 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 Agreement 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 Agreement.

### **Section 18 Other Provisions**

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

(b) Nondiscrimination - The Contractor agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable federal, state or local law while performing the services required herein.

(c) 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.

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

(e) 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.

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

(g) 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 other units of local government.

(h) Entire Agreement - This Agreement constitutes the entire agreement between the Parties.

(i) Independent Contractor - Contractor shall undertake performance of the services pursuant to the terms of this Agreement as an Independent Contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by Contractor but City shall have the right to observe such performance.

(j) 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.

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

(l) 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.

(m) Termination for Cause - If Contractor shall at any time materially breach or default on any obligation under this Agreement, the City shall provide Contractor with written notice specifying the nature of the breach or default. Contractor shall have thirty (30) calendar days from receipt of

such notice to cure the breach or default to the reasonable satisfaction of the City. If Contractor fails to cure the breach or default within the thirty (30) day cure period, or if the breach or default is not capable of being cured within such period and Contractor fails to commence substantial efforts to cure within such period and diligently pursue such cure to completion, the City may terminate this Agreement effective immediately upon providing written notice of termination to Contractor. Upon termination for cause, Contractor shall refund any unused funds to City within thirty (30) calendar days of the effective date of termination. Unused funds shall mean, for the purposes of this Agreement, any funds appropriated by City that are not needed to satisfy any outstanding indebtedness of the Contractor associated with Section 1, Scope of Work, as validated by the City, on the effective date of termination. Notwithstanding the foregoing, if the breach involves fraud, misappropriation of funds, criminal activity, or conduct that poses an immediate threat to public health or safety, the City may terminate this Agreement immediately without providing an opportunity to cure.

(n) Termination for Convenience - The City may, without cause and in its sole discretion, terminate this Agreement at any time by providing Contractor with thirty (30) calendar days advance written notice of termination. The written notice shall specify the effective date of termination. Upon receipt of such notice, Contractor shall: (a) cease performance of services under this Agreement as of the effective date of termination, except for those services specifically authorized by the City to facilitate an orderly termination; (b) take all reasonable steps to mitigate costs and expenses associated with the termination; and (c) cooperate with the City to ensure a smooth transition of any ongoing services or activities. Within thirty (30) calendar days following the effective date of termination, Contractor shall refund to the City any unused funds. Unused funds shall mean, for the purposes of this Agreement, any funds appropriated by City that are not needed to satisfy any outstanding indebtedness of the Contractor associated with Paragraph 2, Services to be Performed, as validated by the City on the effective date of termination. Termination for convenience shall not constitute a breach of this Agreement by either party, and the City shall not be liable for any costs, expenses, or damages beyond those obligations incurred by Contractor prior to the effective date of termination for services actually rendered in accordance with this Agreement.

(o) 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 Agreement. 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 appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

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

furtherance of this Agreement. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Agreement or other applicable work undertaken in furtherance of this Agreement.

(q) 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 modification, addition or deletion to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each Party. Any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.

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EXHIBIT A

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