

CITY OF FAYETTEVILLE REQUEST FOR QUOTES



BLIGHT REMOVAL PROGRAM: DEMOLITION, DEBRIS REMOVAL, LOT CLEANING

(104 Circle Court, Fayetteville)

COF1517019

ISSUED: September 16, 2026

DUE: October 15, 2026

The City of Fayetteville is soliciting bids for demolition, debris removal and lot cleaning at
104 Circle Court, Fayetteville, NC 28314

Funding Source: Federal

ISSUED BY:
CITY OF FAYETTEVILLE

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

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



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

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

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

Small Business Participation Commitment

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

Small Business Enterprise Program

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

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

Federal and State-Funded Projects - Important Notice

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



For Federally-Funded Contracts:

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

For State-Funded Contracts:

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

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

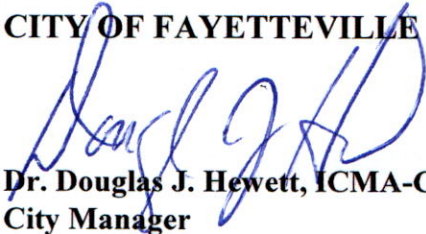
Equal Opportunity for All

The City is committed to:

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

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

CITY OF FAYETTEVILLE



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

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., October 15, 2026**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

**Blight Removal Project: Demolition, Debris Removal, Lot Cleaning
(104 Circle Court, Fayetteville, NC 28301)**

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 October 15, 2026**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled,

"Blight Removal Project: Demolition, Debris Removal, Lot Cleaning (104 Circle Court)."

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov

The City reserves the right to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsive, responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager



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

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

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

Project Address: 104 Circle Court, Fayetteville, NC 28301

Tax PIN: 0438-69-8115

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

Scope of Work

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

- This is a federally-funded project and selected General Contractor shall follow all applicable HUD regulations.
- The contractor **MUST** notify the North Carolina Department of Health and Human Service Division of Public Health, Health Hazard Control Unit, known as NCDHHS HHCUC, of the pending demolition project by completing and submitting **form DHHS-3768**. This **MUST** be done even if asbestos containing building materials are **NOT** identified to be present in the property. ACBM abatement **MUST** be performed by NCDHHS Accredited Asbestos Professionals.
- In accordance with NCDHHS HHCUC regulations, an asbestos removal permit **MUST** be obtained if the quantity of regulated asbestos containing building material to be removed exceeds **35 cubic feet, 160 square feet, or 260 linear feet**. The contractor shall be responsible for securing any required permits and shall provide the Senior Housing Program Specialist with all associated documentation upon project completion, including but not limited to the contractor's invoice, landfill weigh tickets, asbestos disposal records, and any other relevant receipts and/or records.
- Remove sections of chain link fence and gates that front Circle Court, approximately 100 linear feet. Do not damage or remove fencing located at side lot lines.

- There is one primary building to be removed from this site, a one-story detached single-family residential home to include a porch, stoops, and steps having a total footprint of approximately 1,300 square feet.
- Raze and remove from the site the one-story detached single-family residential home and other improvements associated with it and the 0.37 acre site, to include (if found to be present) walls, foundations, footings, basements, roofing materials, doors, windows, steps, slabs, walkways, HVAC systems, pools, metal, wood, paper, glass, bottles, cans, garbage, landscape fabric, timbers, and other debris.
- Remove from the 0.37 acre site all shrubs, bushes, saplings, tall weeds, tall grass, undergrowth, and vines that measure four inches or less in diameter, remove all downed trees, dead trees (standing or fallen), fallen limbs, logs, and organic debris piles.
- Remove underground and overhead wiring and cables not connected to electrical, telephone, or other services.
- Do **NOT** damage public sidewalks or utility assets.
- Add appropriate fill and topsoil to raise excavated areas of the site to the same grade level as the existing surrounding soil.
- When finished grading, surface of site shall be smooth and allow for natural drainage. **NO** dips, ridges, or low areas shall be present where ponding water may accumulate. **NO** clumps of soil, grass, or other debris shall remain.
- Apply seed and straw to all areas of site where soil was disturbed, fill was added, or where bare soil is present. Loosen areas to be seeded to a depth of at least 2". Apply seed and straw of the following types and rates: Contractors Blend Grass Seed Mix – 1/2# / 100 SF; Wheat Straw – 1/2 Bale / 100 SF.
- Contractor shall obtain, at their expense, **ALL** Required Permits, Licenses, Bonds, Insurance, Reports, Designs, Engineering, Inspections, and Certifications.
- Contractor is responsible for complying with **ALL** Local, City, County, State, and Federal, Codes, Laws, Legislation, Ordinances, Regulations, and Rules.
- Contractor shall bear **ALL** cost associated with abatement of all identified Asbestos Containing Materials by a Licensed ACBM Abatement Contractor, if applicable.
- With the exclusion of lawful asbestos removal, the contractor shall **NOT** assign, subcontract, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the Agreement without the written consent of the City of Fayetteville.
- All work must be completed within **30** calendar days from the time the **Contract for Work is Fully** Executed unless otherwise stated.
- Contractor is responsible for providing at least **24-hours advance notice** to the Economic & Community Development Department before work begins by calling and/or emailing the Senior Housing Program Specialist – Telephone: (910) 709-4862; email:

matthewhall@fayettevillenc.gov. Do not begin work until a response from ECD has been provided.

- Contractor shall provide their invoice, landfill weigh tickets, asbestos disposal records, and other associated receipts and/or records for this project to the Senior Housing Program Specialist.
- The project site shall be inspected by the Senior Housing Program Specialist in order to verify that all requirements contained in the Scope of Work have been satisfactorily completed before payment is processed.

Bidders shall submit all quotes on the Blight Demolition Bid Estimate Form	
Submit by Mail:	Submit in Person:
City of Fayetteville	City Hall Offices
Purchasing Division	2 nd Floor Purchasing Division
433 Hay Street, Fayetteville, NC 28301-5337	433 Hay Street, Fayetteville, NC 28301-5337
Attn: Kimberly Toon, Purchasing Manager	Attn: Kimberly Toon, Purchasing Manager
Submittal Deadline: 2:00 PM EST October 15, 2026	

If you have questions, please contact:

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

CITY OF FAYETTEVILLE
Blight Demolition Bid Estimate Form

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

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

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

This Proposal Package is Executed by:

Name _____ Title _____

Company Name _____

Address _____

Email _____

Address: 104 Circle Court, Fayetteville, NC 28301 \$ _____

License # _____

Signature _____ Phone _____

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

Part 1. Addenda Acknowledgment – 104 Circle Court, Fayetteville, NC 28301

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

Addendum No. 1 _____

Date: _____

Addendum No. 2 _____

Date: _____

Addendum No. 3 _____

Date: _____

BIDDER'S CHECKLIST

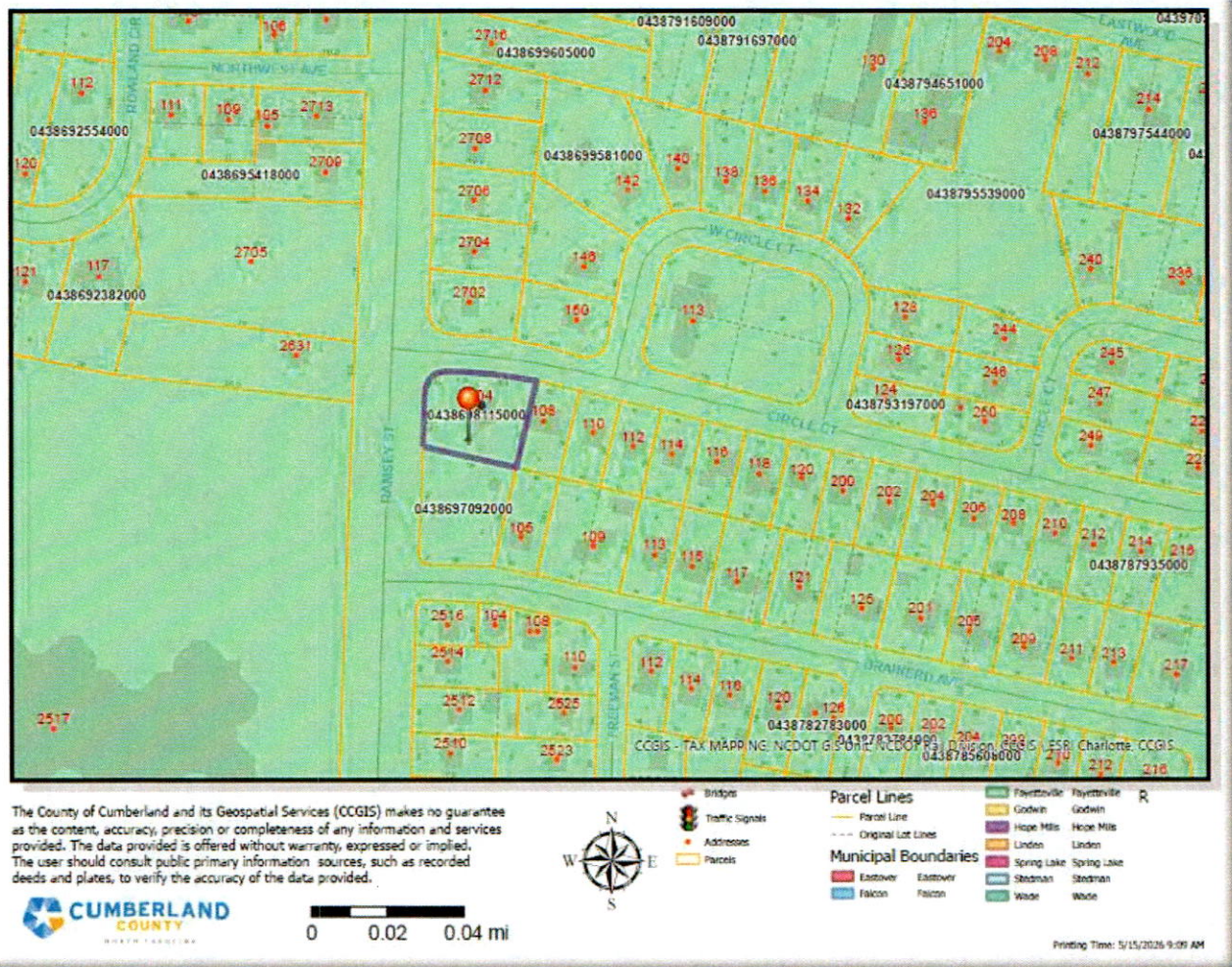
This checklist shall be included as the first page of the submitted bidding documents. As outlined in the Bid Proposal, the following items shall be included with the fully executed Bid Proposal.

- If any of these documents are not included with the Bid Proposal, then the Proposal will automatically be deemed non-responsive, and excluded from consideration:

A	Registration with the North Carolina Secretary of State	
B	Certificate of Insurance – Valid or Issued within the 30 days	
C	Three References	
D	Safety protocols and incident prevention measures	
E	Copy of General Contracting License (required only if the proposal exceeds \$40,000)	
F	Documented demolition projects in the past 3 years	
G	Listing of heavy equipment and description needed to complete the project along with ownership status	
H	Physical location of the property	

Cumberland County GIS Map

Cumberland County GIS Maps
104 Circle Court, Fayetteville, NC 28301



Photographs
Blight Removal Project
104 Circle Court, Fayetteville, NC 28301



Photographs
104 Circle Court



Bulk Asbestos Analysis



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: 10112201

Analysis: PLM

Date Received: 07/06/2026

Date Reported: 07/06/2026

Project: COF E&CD 104 Circle Ct Fayetteville NC
28301 Unit D

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1 - A	Flooring Vinyl	None Detected	30% Cellulose	70% Other	Beige Fibrous Homogeneous
10112201_0001	vinyl sheet flooring				Tested
1 - B	Flooring Vinyl	None Detected		100% Other	Yellow Non-Fibrous Homogeneous
10112201_0016	marble				Dissolved
2 - A	Flooring Vinyl	None Detected	30% Cellulose	70% Other	Beige Fibrous Homogeneous
10112201_0002	vinyl sheet flooring				Tested
2 - B	Flooring Vinyl	None Detected		100% Other	Yellow Non-Fibrous Homogeneous
10112201_0017	marble				Dissolved
3	Ceiling Surfacing	3% Chrysotile		97% Other	Tan Non-Fibrous Homogeneous
10112201_0003					Crushed
4	Ceiling Surfacing	3% Chrysotile		97% Other	Tan Non-Fibrous Homogeneous
10112201_0004					Crushed
5	Ceiling Surfacing	2% Chrysotile		98% Other	Tan Non-Fibrous Homogeneous
10112201_0005					Crushed
6	Ceiling Surfacing	3% Chrysotile		97% Other	Tan Non-Fibrous Homogeneous
10112201_0006					Crushed

Disclaimer: Due to the nature of the TEM/EDS method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend the 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%.

Katelyn Stewart (17)

Analyst

Matthew Durham

Approved Signatory

SAI-002 r15 0/15/2025

Scientific Analytical Institute, Inc. 4604 Dunda Dr. Greensboro, NC 27407 (336) 292-3888

Page 1 of 3



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 Sanders Rd.
Fayetteville, NC 28312

Attn: Jay Leonard

Lab Order ID: 10112201

Analysis: PLM

Date Received: 07/06/2026

Date Reported: 07/06/2026

Project: COF E&CD 104 Circle Ct Fayetteville NC
28301 Unit D

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
7	Ceiling Surfacing	3% Chrysotile		97% Other	Tan Non-Fibrous Homogeneous
10112201_0007					Crushed
8	Joint Compound	<1% Chrysotile	10% Cellulose	90% Other	Tan, Brown Fibrous Heterogeneous
10112201_0008	sheetrock none detect, joint compound 2% chrysotile				Crushed
9	Joint Compound	<1% Chrysotile	10% Cellulose	90% Other	Tan, Brown Fibrous Heterogeneous
10112201_0009	sheetrock none detect, joint compound 2% chrysotile				Crushed
10	Joint Compound	<1% Chrysotile	10% Cellulose	90% Other	Tan, Brown Fibrous Heterogeneous
10112201_0010	sheetrock none detect, joint compound 2% chrysotile				Crushed
11	Window glaze	None Detected		100% Other	Off-white Non-Fibrous Homogeneous
10112201_0011					Ashed
12	Felt	None Detected	70% Cellulose	30% Other	Black Fibrous Homogeneous
10112201_0012					Tanned
13	Felt	None Detected	70% Cellulose	30% Other	Black Fibrous Homogeneous
10112201_0013					Tanned
14	Shingle	None Detected	20% Fiber Glass	80% Other	Black Non-Fibrous Homogeneous
10112201_0014					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%.

Katalyn Stewart (17)

Analyst

Nathan Dunda

Approved Signatory

04/402 P13 01/15/2025

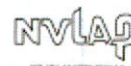
Scientific Analytical Institute, Inc. 4604 Dunda Dr. Greensboro, NC 27407 (336) 292-3885

Page 2 of 3



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/4-93/116 and
40 CFR, Part 763, Subpart E, App. E



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

Attn: Jay Leonard

Lab Order ID: 10112201

Analysis: PLM

Date Received: 07/06/2026

Date Reported: 07/06/2026

Project: COF E&CD 104 Circle Ct Fayetteville NC
28301 Unit D

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
15	Sheetrock	None Detected	20% Cellulose	80% Other	Off-white, Brown Fibrous
10112201_0015					Homogeneous 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 homogeneous 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%.

Katalyn Stewart (17)

Analyst

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888

Approved Signatory

SAI-402 r15 1/15/2025

Page 3 of 3



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

Lab Use Only
Lab Order ID: 10112201
Client Code: _____

Company Contact Information	
Company: <u>JTL Services LLC</u>	Contact: <u>Jay Leonard</u>
Address: <u>3999 Sandevase Road</u>	Phone: ☒ <u>910-237-3519</u>
<u>Fayetteville, NC 28312</u>	Fax: ☐
	Email: ☒ <u>mol@servicesjtl.com</u>

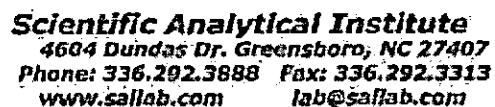
Billing/Invoice Information	Turn Around Times
Company: <u>Credit Card on File</u>	90 Min. ☐ 48 Hours ☐
Contact: <u>CAF - EPCO</u>	3 Hours ☐ 72 Hours ☐
Address: <u>104 E Main CT</u>	6 Hours ☐ 96 Hours ☐
<u>Fayetteville NC</u>	12 Hours ☒ 120 Hours ☐
<u>28301</u>	24 Hours ☐ 144 Hours ☐

PO Number: _____
Project Name/Number: _____

Asbestos Test Types	
PLM EPA 600/2-93/116 (PLM)	☒
Positive resp.	☐
PLM Point Count 400 (PT4)	☐
PLM Point Count 1000 (PTM)	☐
PCM NIOSH 1400-A Rules (PCM)	☐
8 Rules (PCB) ☐ TWA (PTA) ☐	
TEM AHERA (AHE)	☐
TEM Level II (LII)	☐
TEM NIOSH 7402 (TNI)	☐
TEM Ind. Qualitative (TIL)	☐
TEM Bulk Qualitative (TBS)	☐
TEM Bulk Quantitative (TBQ)	☐
TEM Wipe ASTM D6485-05	☐
TEM Microvac ASTM D5755-02	☐
TEM Water EPA 103.2 (TW1)	☐
Other: _____	☐

Sample ID #	Volume/Area	Comments
1	Bath Room Floor mat	
2	Room Left Rear ceiling surfacing	Kitchen Ceiling
3	Room Front Right	
4	Room Front Left	
5	Hallway ceiling surfacing	
6	Dining Room ceiling surfacing	
7	Room Left Rear ceiling surfacing	
8	Hallway wall joint compound	
9	Living Room wall joint compound	Accepted ☒
10	Room Left Rear wall joint compound	Rejected ☐
11	Window Glaze	

Relinquished by	Date/Time	Received by	Date/Time
		<u>CS</u>	<u>10/10/2004</u>



Lab Use Only
Lab Order ID: 1011220
Client Code:

[illegible]

Client: JTL services LLC
Analyst: John Leonard
Address: 3999 Sanders Road
City: Fayetteville NC 28312
Phone: 910-237-3518
Email: info@servicesllc@aol.com

Project: COF E&CD
Client Notes: 104 Circle Ct
 Fayetteville NC 28301
 Unit D

P.O. #:
Date Submitted: 7/3/2026 0:00

Analysis: PLM
Turnaround Factor: 12

The Microbial
Lab Co. - Environmental
704-292-3889
10000 E. 10th St.
Greensboro, NC 27407
Enter samples between 7:00 and 7:00
Begin Sample with a "C" above the first sample
and with a "D" below the first sample.
Only Enter "C" data on the first sheet.
Note: Data 1 and Data 2 are optional
(Data 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.

10112201

Schwartz
Analytical
Lab
4504 Dundas Drive
Greensboro, NC 27407
Phone: 336.292.3889
Fax: 336.292.3513
Email: lab@scilab.com

Sample Number	Data 1	Sample Description	Data 2
<<			
1	Bathroom Flooring	Flooring Vinyl	
2	Kitchen Flooring	Flooring Vinyl	
3	Room Front Right	Ceiling Surfacing	
4	Room Front Left	Ceiling Surfacing	
5	Hallway Ceiling	Ceiling Surfacing	
6	Dinig Room Ceiling	Ceiling Surfacing	
7	Room Front Rear	Ceiling Surfacing	
8	Hallway wall Joint Compound	Joint Compound	
9	Living Room wall	Joint Compound	
10	Room rear left wall	Joint Compound	
11	window glaze	Window glaze	
12	Outside wrap felt	Felt	
13	Roofing felt	Felt	
14	Roofing shingle	Shingle	
15	Sheetrock walls	Sheetrock	
>>			

Relinquished By

Received By

Report of the Asbestos Survey

REPORT OF THE ASBESTOS SURVEY

COF - E&CD - 104 Circle Ct.
Fayetteville NC 28301

PURPOSE AND SCOPE

An asbestos survey was conducted on 7-3-2026. 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 – All ceiling surfacing and wall joint compound positive for asbestos

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 7-7-2026

John T. Leonard
Asbestos Inspector
NC Accreditation # 12254

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

Project: COF E&CD
104 Circle Ct
Client Notes: Fayetteville NC 28301
Unit D

P.O. #.
Date Submitted: 7/3/2026 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 Bathroom Flooring	Flooring Vinyl	
	2 Kitchen Flooring	Flooring Vinyl	
	3 Room Front Right	Ceiling Surfacing	
	4 Room Front Left	Ceiling Surfacing	
	5 Hallway Ceiling	Ceiling Surfacing	
	6 Dining Room Ceiling	Ceiling Surfacing	
	7 Room Front Rear	Ceiling Surfacing	
	8 Hallway wall Joint Compound	Joint Compound	
	9 Living Room wall	Joint Compound	
	10 Room rear left wall	Joint Compound	
	11 window glaze	Window glaze	
	12 Outside wrap felt	Felt	
	13 Roofing felt	Felt	
	14 Roofing shingle	Shingle	
	15 Sheetrock walls	Sheetrock	
>>			

Relinquished By

Received By

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

AST

Aboveground Storage Tank

Fallen Tree

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

Felled Tree

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

Log

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

Saplings

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

Standing Dead Tree

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

UST

Underground Storage Tank

PLACE HOLDER

**CONTRACT DRAFT – ALWAYS USE THE LATEST
VERSION**

**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**, or, if the City issues a Notice to Proceed, the date stated in the Notice to Proceed

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 \$ [INSERT DAILY RATE] 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 the total cost of the work is Forty Thousand Dollars (\$40,000.00) or more, Contractor shall hold and maintain, throughout the duration of this Agreement, a valid North Carolina General Contractor's License issued by the North Carolina Licensing Board for General Contractors in the classification and limitation tier required for the work, as required by N.C.G.S. § 87-1 and N.C.G.S. § 87-10. The licensure requirement and the required classification shall be stated in the invitation to bid and in the project specifications as required by N.C.G.S. § 87-15. 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 the Asbestos Hazard Management Program rules at 10A NCAC 41C .0600.

(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 and Demolition Notification (If Demolition Work): Contractor shall file all notifications required by the National Emission Standards for Hazardous Air Pollutants for asbestos, 40 CFR Part 61, Subpart M, and by applicable State rules. Notification may be required

by reason of the demolition itself, whether or not asbestos-containing material is present and whether or not 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 745, Subpart E

(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).

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

Contractor shall not assign, transfer, or subcontract any portion of the work without the prior written consent of the City, except that prior written consent is not required for properly licensed asbestos abatement services. Payment of any 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. Notwithstanding the foregoing, and pursuant to N.C.G.S. § 22B-1, Contractor's indemnification obligations under this Agreement shall not extend to claims, damages, losses, or expenses caused by or arising out of the negligence or willful misconduct of the City, its officers, agents, or employees.

(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.

- (3) 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.
- (4) 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.

Salvage and Credit. Where the work is performed pursuant to an ordinance adopted under N.C.G.S. Chapter 160D, Article 12, the City is required to sell the usable materials of the structure and any personal property, fixtures, or appurtenances found in or attached to it, and to credit the proceeds of that sale against the cost of the removal or demolition. Accordingly, Contractor shall not retain, sell, scrap, or otherwise dispose of any salvageable material, fixture, appurtenance, or personal property for its own account without the prior written authorization of the City. Contractor shall deliver to the City, together with its request for final inspection under Section 14, a written inventory identifying all salvageable materials, fixtures, appurtenances, and personal property removed from the site, the disposition of each, and the amount realized or reasonably realizable for each. Amounts realized by Contractor shall be remitted to the City or taken as a stated credit against the contract price, as the City directs. Failure to deliver the inventory shall be grounds for withholding final payment.

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) 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 (a)(1) through (a)(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.

(b) 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.

(c) **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.

(d) **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.

(e) **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.

(f) **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.

(g) 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.

(h) 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.

(i) 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.

(j) 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).

(k) 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.

(l) 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. This subsection implements 24 CFR § 570.611 and 2 CFR § 200.318(c)(1) and is in addition to, and does not limit, Contractor's obligations under Section 18(r) of this Agreement.

(m) 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.

(n) 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.

(o) 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.

(p) 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.

(r) Conflict of Interest - Contractor represents and warrants that no officer, employee, or agent of the City who exercises or has exercised any function or responsibility with respect to the work under this Agreement, or who is in a position to participate in a decision-making process or to

gain inside information with regard to such work, has or shall have any direct or indirect personal or financial interest in this Agreement or in the proceeds hereof. Contractor further represents that it presently has no interest, direct or indirect, and shall not acquire any interest during the term of this Agreement, that would conflict in any manner or degree with the performance of the work. Contractor shall comply with N.C.G.S. § 14-234 and N.C.G.S. § 133-32. Contractor shall disclose to the City in writing, promptly upon discovery, any actual, apparent, or potential conflict of interest arising during the term of this Agreement. Failure to disclose shall constitute a material breach of this Agreement. Contractor shall include the substance of this subsection in each subcontract entered into in connection with the work.

WE AGREE:

Attest:

CITY OF FAYETTEVILLE

By:

JENNIFER L. AYRE
City Clerk

(Authority per Threshold)
(Title of Authority)

Date

VENDOR NAME

By: _____

Printed Name _____

Title: _____

Date: _____

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

EXHIBIT A