

REQUEST FOR PROPOSALS
FOR
LOT CLEANING, ASBESTOS ABATEMENT
AND DEMOLITION

RFP # COF1516267



CITY OF FAYETTEVILLE, NC

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

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

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

CITY OF FAYETTEVILLE



Douglas J. Hewett, ICM-CM
City Manager



RFP: COF1516267

Lot Cleaning, Asbestos Abatement and Demolition
Proposals Due: May 22, 2018; 5:00 PM

Dear Service Provider:

The City of Fayetteville is requesting proposals from qualified firms Lot Cleaning, Asbestos Abatement and Demolition located at 453 Russell Street, Fayetteville, NC 28301. The requirements for submitting a proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

Questions and clarification requests should be submitted to Francesca Cameron at NCameron@ci.fay.nc.us no later than **5:00 pm on May 15, 2018**.

Proposals are due to Ms. Francesca Cameron, Purchasing Agent, no later than **5:00pm on May 22, 2018**. Proposals must be delivered in hard copy format to 433 Hay Street, Fayetteville, NC 28301.

Sincerely,

Kimberly S. Toon, CLGPO
Purchasing Manager

1. INSTRUCTIONS TO CONTRACTORS:

Submit proposals in a hard copy format.

Download all documents and submit/deliver them with your proposal in a hard copy format with all appropriate SIGNATURES to the address below.

All proposals must be mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and the date specified on the Proposal Form. Completed proposals not received by **5:00 pm on May 22, 2018** will not be opened or considered, unless the delay is a result of the negligence of the City of Fayetteville, its agents, or assigns.

Mailing Address:

**City of Fayetteville – Purchasing Dept
Attn: Francesca Cameron
51433 Hay St
Fayetteville, NC 28301
RFP# COF1516267 – Demolition RFP**

The City reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the City of Fayetteville.

Any questions should be referred to Francesca Cameron, via email: NCameron@ci.fay.nc.us

Attachment A: Sample City Contract

Attachment B: Site Pictures

Attachment C: Report of Asbestos Survey

2. INSURANCE REQUIREMENTS:

The City of Fayetteville will be named as an additional insured under the commercial automobile and general liability insurance for operations or services rendered under this contract.

Certificates of all required insurance shall be furnished to City of Fayetteville. And shall contain the provision that City of Fayetteville will be given 30 days written notice of any intent to amend or terminate by either the insured or the insuring company.

The contractor is advised that if any part of the work under this contract is sublet, he should require the sub contractor(s) to carry insurance as required above. However, this will in no way relieve the contractor from providing full insurance coverage on all phases of the project, including any that are sublet.

General Liability

In most contracts with outside parties, the City of Fayetteville requires various types of insurance from the party contracting with the City. From time to time, a contractor has a question as to the coverage required. Following is the reasoning for General Liability Insurance Requirements.

The commercial general liability insurance policy is a standard form that covers the insured's liability for bodily injury or property damage arising from its premises, operations, independent contractors, products or completed operations. The policy forms include coverage for contractually assumed liability and liability arising from "personal injury perils" (e.g. libel, slander, defamation of character and false arrest).

Commercial general liability insurance is normally required in all contracts in order to ensure that the contractor would have the financial ability to respond to its liability to the first party for injury or damage to that first party. All contracts require the contractor to provide proof of coverage in the form of a certificate of insurance. The standard commercial general liability contract language is set forth below:

Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of this contract whether such operations are performed by contractor, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract.

3. SCOPE OF WORK

The Scope of work required shall include the following unless otherwise stated:

- Project site dimension is approximately (131' x 185').
- Demolition and removal of all structures, accessory structures, well/pump houses, walls, signs, foundations, footings, other footings, basements, pools, walkways, slabs and asphalt or concrete parking surfaces and driveways on the parcel. Additionally, (8") drain pipe and drop inlets at an approximate depth (0'-3').
- Existing chain-link fence with trees and shrubs along the fence are to remain in place.

- Removal of all rubbish, trash and debris, tall weeds, tall grass and undergrowth from the entire site including cut limbs, logs, downed trees and organic debris piles.
- Fill holes and depressions that exist or are created.
- If necessary, approved fill must be added to bring excavated areas to the grade of the existing lot.
- Upon completion of the project the contractor shall be responsible to grade all areas disturbed by the project (to include adjacent transition areas) to a uniformly smooth grade. The finished surface shall be smooth, compacted, free from irregular surface changes and graded to allow for proper drainage.
- All costs associated with the abatement of all identified Asbestos Containing Materials by a licensed contractor.
- The contractor shall be restricted to work only within the property. The Contractor shall be responsible for the entire site and shall provide all the necessary protections, as required by the Owner, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the Owner's property or property outside of the designated work area, or that of others on the job, by them, their personnel or their subcontractors, and shall make good such damages. The contractor shall be responsible for and pay for any claims against the Owner.
- Contractor shall obtain at his/her expense all required permits, licenses, bonds, insurance, reports, designs, engineering and/or inspections.
- Legally dispose of all waste, debris, etc. at approved landfills or processing sites
- All work must be completed within (30) calendar days after notice to proceed has been issued unless otherwise stated. Contractor is responsible for contacting City Representative (Jeff Riddle 910-322-6358) for inspection upon completion.
- With the exclusion of lawful asbestos removal, contractor shall not assign, subcontract, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the Agreement without the written consent of the City.
- Contractor is responsible for complying with all NCDENR, Local, State and Federal rules, codes, laws and legislation.

4. SPECIFICATIONS & CONDITIONS FOR REMOVAL OF STRUCTURE:

Demolish the structure(s) located at 453 Russell Street and clean the lot of debris and trash as per the conditions and specifications given below.

Please pay special attention to the fact that all applicable federal, state, and local regulations shall apply to the contract including notification requirements and asbestos disposal procedures of the State.

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and perform and complete all work in an efficient professional manner essential to the demolition of the structures listed below. Any fencing shall be repaired if damaged or removed to the exact status prior to demolition.

The Contractor shall safely abate (when required) all asbestos from the property and properly dispose of in a legal disposal site. Before submitting a proposal, the Contractor shall carefully examine the structure for the presence of asbestos. The proposal shall include the cost of asbestos removal where the Property is known to contain asbestos and/or the cost of any permitting procedures required for the handling of asbestos. The contractor shall submit to the City of Fayetteville all receipts pertaining to the disposal of abated contaminants and deconstruction material.

The successful Contractor shall be responsible for notifying the appropriate federal, state, and/or local agencies of the demolition whether or not the Property is known to contain asbestos. An **Asbestos Permit Application**

and Notification for Demolition/Renovation must be filed by the successful Contractor with the North Carolina Department of Environment, Health, and Natural Resources, Division of Epidemiology. An approved copy of the application must be presented to the City of Fayetteville before any contract is executed or any work commences.

The City has performed limited, preliminary lead testing of the structure's exterior coating, which found non-detectable lead. The City makes no warranty regarding the content of lead in the coatings across the entire structure, and the responsibility for additional testing to confirm the condition with respect to lead – and to conduct de-leading of the structure prior to demolition, if necessary lies with the contractor bidding/performing the demolition project. Should lead be detected; it is the responsibility of the contractor to ensure that all materials are disposed of in a manner that is compliant with all state and federal regulations.

All materials recovered from the demolished Property are the property of the Contractor unless otherwise specified by the City of Fayetteville. Such materials are to be removed from the site and disposed of by him at his expense. Contractors shall take into account the salvage value of materials removed, and such values **shall be reflected in the proposal quotation.**

Structures may be demolished, removed in their entirety, or removed in sections at the discretion of the Contractor unless otherwise specified by the City of Fayetteville.

The Contractor shall comply with all soil erosion laws and other code provisions if any earth disturbing activity takes place under this contract.

The Contractor will be responsible for securing any or all permits that may be required for demolition work and for paying all fees or charges for such permits. The Contractor shall give all notices required by any federal, state, or local laws and shall comply with all applicable laws and ordinances at his own expense.

The Contractor will be responsible for conforming to all state and local safety codes for demolition of work.

The Contractor shall be responsible for coordinating any traffic interruptions or delays with the Town of Matthews and/or NC Department of Transportation.

The Contractor will be responsible for providing a copy of the **North Carolina Asbestos Waste Shipment Record** upon completion of the work. Final payment will not be made to the contractor until this record is provided and a final inspection is made by the City of Fayetteville.

5. SPECIFICATIONS AND CONDITIONS:

The Contractor is responsible for making all the necessary arrangements with the utility companies for the disconnection of service and the removal and recovery by them of any electric meters, gas meters, telephones, or any other utility facilities owned by the utility companies and for paying all costs or fees charged by them.

Any deposits or refunds due for the return to the utility companies or the City of Fayetteville for electric, gas, or other facilities are to be adjusted between the utility companies and the City of Fayetteville.

Work must be completed within 30 working days from date of contract.

CITY OF FAYETTEVILLE
CONSTRUCTION MANAGEMENT DIVISION
339 Alexander Street Fayetteville, NC 28301 (910) 433-1661

DEMOLITION PROPOSAL PRICING

Contractor _____ **Phone** _____

Address _____

City _____ **State** _____ **Zip** _____

Pursuant to the scope of demolition work specified in the posted Demolition Bid Request, we are pleased to submit the following bid estimate for the demolition of the structure(s) located at:

Project Address _____ Parcel ID Number _____

AMOUNT OF LUMPSUM PROPOSAL \$ _____

Contractor agrees to demolish the structure(s), remove all refuse, rubbish and undergrowth from the lot, and to provide a receipt reflecting that such demolition debris was disposed of in a lawful manner. Contractor understands that the demolition work as specified in the posted Demolition Bid Request shall be to the satisfaction of the City of Fayetteville Planning & Code Enforcement Services Department (City) before any request for payment of such demolition work can be made (bid price includes all salvageable materials and such shall become property of the awarded bidder). If Contractor is awarded the bid, Contractor further agrees that all subject demolition work will be completed within 60 days of the City's authorization to proceed with demolition. Any request for extension of this time period must be submitted in writing and approved by the City. Contractor understands that failure to complete the demolition work within this time period will result in my being restricted from submitting other demolition bids for a period of one calendar year. With the exclusion of lawful asbestos removal, Contractor shall not assign, subcontract, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the City.

Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor hereby 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."

As mandated by N.C.G.S. 143C-6A-5(a), Contractor hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143C-6A-4. Contractor further certifies that in accordance with N.C.G.S. 143C-6A-5(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment list. Contractor certifies that the signatory to this (Purchase Order/RFP/Etc.) is authorized by the Contractor to make the foregoing statement.

Print Name

Signature

References

1. How many years experience in Demolition does your firm have? _____
2. List contact information for at least 3 clients, involving services similar to the ones required in this RFP.

Name of client: _____

Address: _____

Client's Contact Person: _____

Contact Person's Phone: _____

Name of client: _____

Address: _____

Client's Contact Person: _____

Contact Person's Phone: _____

Name of client: _____

Address: _____

Client's Contact Person: _____

Contact Person's Phone: _____

Attachment A

SAMPLE CONTRACT

CITY OF FAYETTEVILLE STANDARD AGREEMENT

STATE OF NORTH CAROLINA
CITY OF FAYETTEVILLE

AGREEMENT TO PROVIDE

_____ **SERVICES**

THIS AGREEMENT TO PROVIDE _____ SERVICES (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between _____, a company doing business in North Carolina (the "Company"), and the **City of Fayetteville (The City of Fayetteville)**, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City and the Company desire to enter into an arrangement for the Company to provide _____ Services for the City, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

AGREEMENT

1. INCORPORATION OF EXHIBITS. The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:

- Exhibit 1: Commercial Non-discrimination Certification
- Exhibit 2: Pricing Schedule
- Exhibit 3: Scope of Service and Schedule

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit and language in the main body of this Agreement shall be resolved in favor of the main body of this Agreement. Each reference to _____ in the Exhibits and Appendices shall be deemed to mean the Company.

2. DEFINITIONS.

- 2.1. **CITY PROJECT MANAGER.** The term "City Project Manager" refers to a specified City employee representing the best interests of the City for this Project.
- 2.2. **COMPANY PROJECT MANAGER.** The term "Company Project Manager" refers to a specified Company employee representing the best interests of the Company for this Project.
- 2.3. **EFFECTIVE DATE.** The term "Effective Date" refers to the date this Agreement is fully executed by all parties to this Agreement.
- 2.4. **PROJECT.** The term "Project" refers to the project for the Company to provide _____ Services in accordance with the terms and conditions in this Agreement.
- 2.5. **SERVICES.** The term "Services" refers to the _____ Services as requested and described in this Agreement.
- 2.6. **SUPERVISOR OF RECORD.** The term "Supervisor of Record" refers to the person designated by the Company to act as the liaison between the City and the Company representing the interests of the Company.

3. DESCRIPTION OF SERVICES.

- 3.1. The Company shall perform the Services described in **Exhibit 3** attached to this Agreement and incorporated herein by reference (the "Services"). Unless otherwise provided in **Exhibit 3**, the Company shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.
- 3.2. The Company will comply with the schedule agreed upon by and between the Company and the City, as noted in **Exhibit 3** in performing the Services. The parties agree that **time is of the essence** in having the Company meet the agreed upon schedule. All references to days in this Agreement (including the exhibits) shall refer to calendar days rather than business days, unless a provision specifically uses the term "business days." Any references to "business days" shall mean the days that the City's offices are open for the public to transact business.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES.

- 4.1.1. The City agrees to pay the Company for the Services at the rates set forth in **Exhibit 2**. This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Agreement and will not be increased except by a written amendment duly executed by both parties. The rates set forth in **Exhibit 2** shall remain firm for the duration of this Agreement, unless otherwise stated in **Exhibit 3**.
 - 4.1.2. The City will pay the Company for _____ Services within thirty (30) days of receipt of Company's approved invoice.
 - 4.1.3. Payment for all Services will be made at the approved rates subject to this Agreement, as outlined in **Exhibit 2**.
- 4.2. **INVOICES.** The Company shall submit invoices to the City detailing the Services performed by the Company in accordance with the schedule submitted by the Company and approved by the City, outlined in the Scope of Work, **Exhibit 3** of this Agreement.
- 4.2.1. The Company shall include the following information on invoices, in addition to the Services detail outlined in **Exhibit 3**:
 - 4.2.1 (a) Contract Number;
 - 4.2.1 (b) Vendor Number,
 - 4.2.1 (c) Location of Service performed; and
 - 4.2.1 (d) Date(s) of Service performed.
 - 4.2.2. The Company email invoices to the Project Manager: _____

The City will pay accurate, undisputed, properly submitted invoices within thirty (30) days after the receipt of the Company's invoice, provided that the invoice has been submitted at the appropriate time.

- 4.2.3. As a condition of payment, the Company must invoice the City for Services within 60 days after such Services are performed. **THE COMPANY WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES THAT HAVE NOT BEEN INVOICED TO THE CITY WITHIN 60 DAYS AFTER SUCH SERVICES WERE RENDERED.**
- 4.3. **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.
- 4.4. **PRE-CONTRACT COSTS.**
The City shall not be charged for any Services or other work performed by the Company in accordance with this Agreement prior to the Effective Date of this Agreement.
- 4.5. **AUDIT.**
During the term of this Agreement and for a period of one (1) year after termination of this Agreement, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Agreement or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. ENVIRONMENTAL PROTECTION.

The Company shall comply with all applicable Federal, State, and Local environmental, erosion control and antipollution laws, regulations, and ordinances including without limitation all air, water, solid and hazardous waste, noise, and nuisance laws, regulations, and ordinances. The Company's designated Project Manager will actively seek to prevent, control, monitor, and safely abate all commonly recognized forms of workplace and environmental pollution.

Maintenance of equipment shall not cause damage to City Property. Crankcase and transmission fluids and coolants shall not be drained onto the ground or pavement. If a release occurs, the Company shall remediate the affected area to the satisfaction of the Engineer and/or the appropriate regulatory agency.

Care shall be taken not to disturb the nests of any migratory birds. Any such nests encountered shall be brought to the immediate attention of the City Project Manager or their designee. Threatened and endangered species are to be protected at all times. Any species encountered should be reported to the City Project Manager

6. PROJECT MANAGEMENT.

6.1. Company Project Manager. The duties of the Company Project Manager include, but are not limited to, (a) Coordination of Services and Service Schedules and the Company's resource assignment based upon the City's requirements and schedule constraints; and (b) Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services.

6.2. City Project Manager. The duties of the City Project Manager are to (1) ensure that the Company delivers all requirements and Services in this Agreement; (2) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to this Agreement; (3) promptly respond to the Company's Project Manager when consulted with respect to contract issues; and (4) act as the City's point of contact for all aspects of the Project including contract monitoring and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.

7. REMOVAL AND REPLACEMENT OF COMPANY PERSONNEL. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to perform Services to the City. The City shall be entitled to exercise such right in its sole discretion by providing written notice to the Company.

8. REPRESENTATIONS AND WARRANTIES OF COMPANY. The Company represents, warrants and covenants that:

8.1. The Company has the qualifications, skills and experience necessary to perform the Services described or referenced in the **Exhibit 3**.

8.2. The Services shall satisfy all requirements set forth in this Agreement, including without limitation **Exhibit 3**. Additionally, all Services performed by the Company pursuant to this Agreement shall meet the highest industry standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge.

8.3. Neither the Services, nor any deliverables provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. The Company shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.

8.4. In connection with its obligations under this Agreement, the Company shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses.

8.5. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina.

8.6. The Company has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, and the execution, delivery, and performance of this Agreement have been duly authorized by the Company.

9. OTHER OBLIGATIONS OF THE COMPANY.

9.1. **WORK ON CITY'S PREMISES.** The Company will, whenever on the City's premises, obey all instructions and City policies that the Company is made aware of with respect to performing Services on the City's premises.

9.2. **REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES.** In the event that the Company causes damage to the City's or a property owner's equipment, facilities or other amenities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality and/or appearance that they possessed prior to the Company's action.

- 10. SUBSTITUTE PERFORMANCE.** The parties acknowledge that time is of the essence in performing the Services, and that if the Company fails to complete any Services; the City may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:
- a. Employ such means as it may deem advisable and appropriate to continue operations until the matter is resolved and the Company is again able to perform its obligations under this Agreement; and
 - b. Deduct any and all expenses incurred by the City in continuing the Services from any money then due or to become due the Company and, should the City's cost of continuing the operation exceed the amount due the Company, collect the amount due from the Company.
- 11. TERM AND TERMINATION.**
- 11.1. **TERM.** This Agreement shall commence on the Effective Date and shall continue in effect for_____.
 - 11.2. **TERMINATION BY THE CITY.** The City may terminate this Agreement at any time without cause by giving written notice to the Company. In the event the City terminates this Agreement, the Company shall continue performing the Services until the termination date designated by the City in its termination notice. If the City terminates this Agreement without cause, the City shall pay the Company for Services rendered through the date of termination at the rates set forth in **Exhibit 3**. Nothing in this Section shall be construed as limiting any right of the City in the event of a breach.
 - 11.3. **TERMINATION BY THE COMPANY.** By giving written notice, the Company may terminate this Agreement for cause in the event the City fails to pay an overdue invoice within thirty (30) days after receiving written notice from the Company that: (i) such invoice is overdue, and (ii) the Company intends to exercise its right to terminate this Agreement pursuant to this Section in the event it is not paid within said thirty (30) day period.
 - 11.4. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, the Company shall promptly return to the City (i) any material and/or equipment that is owned by the City; (ii) all Services that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all Services performed with respect to Services which are in process as of the date of termination. The expiration or termination of this Agreement shall not relieve either party of its obligations regarding "Confidential Information", as defined in this Agreement.
 - 11.5. **NON-APPROPRIATION OF FUNDS.** If the governing board does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.
 - 11.6. **NO EFFECT ON TAXES, FEES, OR CHARGES.** Termination of this Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
 - 11.7. **OTHER REMEDIES.** The remedies set forth in this Section and **Section 10** shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Agreement or at law or in equity.
 - 11.8. **AUTHORITY TO TERMINATE.** The following persons are authorized to terminate this Agreement on behalf of the City: the City Manager, any Assistant City Manager or any designee of the City Manager.
- 12. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors. Nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.
- 13. INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services provided to the City pursuant to this Agreement ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Agreement; or (iii) arising from the Company's failure

to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty days after the City is directed to cease use of a service, the Company shall promptly refund to the City all amounts paid under this Agreement.

This **Section 14** shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

14. INSURANCE.

14.1. TYPES OF INSURANCE.

Company shall obtain and maintain during the life of this Agreement, with an insurance Company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the City of Fayetteville the following insurance:

- 14.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
- 14.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Agreement, from claims of bodily injury or property damage which arise from performance of this Agreement, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$500,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.
- 14.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The Company shall not commence any Services in connection with this Agreement until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

14.2. OTHER INSURANCE REQUIREMENTS.

- 14.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- 14.2.2. The City shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 14.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 14.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

15. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- 15.1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 15.2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 15.3. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 15.4. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
- 15.5. Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 15.6. Require any party to which it subcontracts any portion of the Services under this Agreement to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

16. **NOTICES AND PRINCIPAL CONTACTS.**

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:

PHONE: _____
FAX: _____
E-MAIL: _____

For the City:

PHONE: _____
FAX: _____
E-MAIL: _____

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above):

The City :

The Service Provider :

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

17. **NON-DISCRIMINATION.**

The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, *prohibited discrimination* means discrimination in the solicitation, selection, and / or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *prohibited discrimination* also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the City and others. As a condition of entering

into this Agreement, the Company represents warrants and agrees that it does not and will not engage in or condone prohibited discrimination. Without limiting any rights the City may have at law or under any other provision of this Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the City to terminate this Agreement.

As a condition of entering into this Agreement the Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Agreement, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Agreement within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Non-Discrimination provision shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Company from participating in City contracts and other sanctions.

18. MISCELLANEOUS.

- 18.1. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and Qualifications , written or oral.
- 18.2. AMENDMENT. No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.
- 18.3. GOVERNING LAW, JURISDICTION AND VENUE. North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Cumberland County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Cumberland County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.
- 18.4. BINDING NATURE AND ASSIGNMENT. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 18.5. CITY NOT LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES. The City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.
- 18.6. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied:
 - (a) If such failure or delay:

- (i) could not have been prevented by reasonable precaution;
 - (ii) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - (iii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.
- (b) An event which satisfies all of the conditions set forth above shall be referred to as a “Force Majeure Event”. Upon occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
 - (c) Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Agreement by written to the Company.
 - (d) Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding Disaster Recovery, whether under this Agreement or at law.

Notwithstanding anything contained herein to the contrary, the City shall not be required to pay for any Products or Services that the Company fails to provide as a result of Force Majeure.

- 18.7. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 18.8. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Agreement or the City in any manner absent the written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for Qualifications, and may identify the City as a customer in presentations to potential customers.
- 18.9. APPROVALS. All approvals or consents required under this Agreement must be in writing.
- 18.10. WAIVER. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
- 18.11. SURVIVAL OF PROVISIONS. All provisions of this Agreement, which by their nature and effect are required to be observed, kept or performed after termination of this Agreement, shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following

Section 8	“Representations and Warranties of Company”
Section 11	“Term and Termination”
Section 13	“Indemnification”
Section 16	“Notices and Principal Contacts”
Section 18	“Miscellaneous”
Section 19	“Confidentiality”
- 18.12. SET OFF. Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party’s breach of this Agreement.

- 18.13. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 18.14. CONSTRUCTION OF TERMS. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

19. CONFIDENTIALITY.

- 19.1. DEFINITIONS As used in this Agreement, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 19.1.1. *Trade secrets.* For purposes of this Agreement, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 19.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*
- 19.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 19.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 19.1.5. *Citizen or employee social security numbers collected by the City.*
- 19.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems.* This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 19.1.7. *Local tax records of the City that contain information about a taxpayer's income or receipts.*
- 19.1.8. *Any attorney / client privileged information disclosed by either party.*
- 19.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 19.1.10. *The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.*
- 19.1.11. *Building plans of City-owned buildings or structures, as well as any detailed security plans.*
- 19.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services*
- 19.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories **19.1.3** through **19.1.13** above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Agreement, and agrees that: (a) all provisions in this Agreement applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Agreement, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Agreement.

- 19.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 19.2.1. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - 19.2.2. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this Agreement. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
 - 19.2.3. Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Agreement or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 19.2.4. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 19.2.5. Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Agreement.
 - 19.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Agreement as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 19.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - 19.2.8. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
 - 19.2.9. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Agreement. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Agreement.
- 19.3. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 19.3.1. Was already known to Company prior to being disclosed by the City;
 - 19.3.2. Was or becomes publicly known through no wrongful act of Company;
 - 19.3.3. Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 19.3.4. Was used or disclosed by Company with the prior written authorization of the City;
 - 19.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 19.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

THIS AGREEMENT, entered into as of the day and year first written above for _____, contract number _____, in an amount not to exceed \$_____.

Federal Tax I.D. No. _____

WITNESS

By: _____
President/Owner

Secretary/Treasurer

CITY OF FAYETTEVILLE

WITNESS

By: _____
City Manager

City Clerk

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

Finance Officer

Attachment B

Site Information





NOTE: Chain-Link Fence with Trees and Shrubs shall remain.



Attachment C

REPORT OF THE ASBESTOS SURVEY

**453 Russell Street
Fayetteville NC 28301**

PURPOSE AND SCOPE

An asbestos survey was conducted on April 12, 2018. 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:

ACMB

- **Window Glaze – needs to be removed by Abatement Company**

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 4-16-2018

John T. Leonard
Asbestos Inspector
NC Accreditation # 12254

PRO-LAB		Account Code JLLJ2		Credit Card Number		Check #								
Company: JTL SERVICES		Address: 3999 SANDEROSA RD		City: FAYETTEVILLE		State: Zip: NC 28312								
Contact: JAY LEONARD		Phone: Fax:		Email report to: moldservicesjtl@aol.com		Signature:								
CHAIN OF CUSTODY CONTACT INFORMATION (Please Print Clearly)				Report Delivery: <input type="checkbox"/> FAX <input type="checkbox"/> EMAIL <input type="checkbox"/> MAIL		Report Extras: <input type="checkbox"/> Include glossary <input type="checkbox"/> Include appendix								
TEST LOCATION INFORMATION		Property Name: COF- Winslow Parkina		Address: 453 Russell Street		City: Fayetteville NC Zip: 28312								
Contact: Jay Leonard		Sampling Date: 4/12/18		Relinquished By: [Signature]		Date Submitted: 4/12/18								
WEATHER OUTSIDE		MOLD TURNAROUND TIME CODES		MOLD / BACTERIA SAMPLE TYPE CODES										
RH	LEVEL	Light	ND - End of next business day	STAT - 3 hour - \$100 extra per sample	Z5 - Zefon 5	SW - Swab	SL - Slide							
Temp	Moderate	SD - End of same day \$30 extra per sample	WH - Weekends and holidays Please call in advance	M5 - Micro 5	T - Tape / Bio-Tape	CA - Carpet								
	Heavy	RECOMMENDED FLOW RATE / SAMPLING TIMES		AOC - Air-O-Cell	B - Bulk	BA - Bacteria								
		Z5: 5 Liters X 5 min	MICRO 5: 5 Liters X 5 min	AL - Allergenco	CP - Culture Plate	O - Other								
		AIR-O-CELL: 15 Liters X 10	CARPET: 5 Liters X 1 min											
SAMPLE SERIAL #		COLLECTION LOCATION (Please Print Clearly)		MOLD / BACTERIA ANALYSIS				OTHER ANALYSIS 3 business days						
				Required Information		Types of Service (Check one)				WATER ANALYSIS				
				Turnaround Time Code	Flow Rate Liters	Flow Rate Minutes	Sample Type Code	Culture Bulk/Swab Analysis (7 Days)	Mold Species (7 Days)	Coliform E-Coli (2 Days)	Bacteria Species (7 Days)	LEAD Paint Dust Soil	ASBESTOS PCM BULK	WATER ANALYSIS Lead Bacteria Chemical Bacteria Complete Water Analysis
1	COF-11	Roofing shingles		SD										
2	COF-12	Window Glaze		SD										
3														
4														
5														
6														
7														
8														
9														
10														
Send Samples To: PRO-LAB 1675 N. Commerce Parkway, Weston - Florida - 33326 / www.reliablelab.com - 800-427-05!														
Received by: [Signature]		Prepared by:		Analyzed by:		Reported by:								
<input checked="" type="checkbox"/> Accepted		<input type="checkbox"/> Rejected												
								(JLLJ2) JTL SERVICES 3999 SANDEROSA RD. FAYETTEVILLE, NC 283 moldservicesjtl@aol.com 2 SAMPLES Apr 13 SAME DAY						

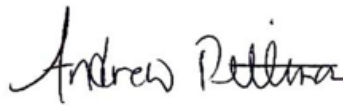


1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

JTL SERVICES
3999 SANDEROSA RD
FAYETTEVILLE, NC 28312

CERTIFICATE OF BULK ASBESTOS ANALYSIS

Prepared for: JTL SERVICES
Phone Number:
Fax Number:
Email Address: moldservicesjtl@aol.com
Project Name: COF - WINSLOW PACKING
Test Location: 453 RUSSELL STREET
FAYETTEVILLE, NC 28312
Chain of Custody #: 1124755
Date Sampled: April 12, 2018
Date Reported: April 16, 2018


Andrew Pittman, Analyst



It is certified by the signatures above that PRO-LAB/SSPTM, Inc. is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA 600/M4-82- 020 Method. All analyses are performed using the EPA 600/R-93/116 method. The refractive index was determined by using 'Rapidly and Accurately Determining Refractive Indices of Asbestos Fibers by using Dispersion Staining Method', by S-C. Su. This report must not be reproduced in full, without written approval from PRO-LAB/SSPTM, Inc. These test results apply only to the samples actually tested. Polarized light microscopy is not always an accurate way to analyze floor tiles. When a non-detect or very low percentage of asbestos occurs, a transmission electron microscopy analysis (TEM) may be warranted. All samples will be stored for a period of three months. The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. Limit of Detection (LOD) = 1%.

For more information please contact PRO-LAB at (954) 384-4446 or email info@prolabinc.com



1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

COF - WINSLOW PACKING

453 RUSSELL STREET
FAYETTEVILLE, NC 28312

April 12, 2018 Samples

Client ID	PRO-LAB ID	LOCATION	Asbestos Mineral Percentage							COMMENTS
			CH	AM	CR	AN	TR	AC	ND	
COF-11	041318-0421	ROOFING SHINGLES	0	0	0	0	0	0	ND	25% Fiberglass 25% Aggregates 50% Bitumen
CPF-12	041318-0422	WINDOW GLAZE	3	0	0	0	0	0		97% Binders

CH=Chrysotile
AM=Amosite
CR=Crocidolite
AN=Anthophyllite
TR=Tremolite
AC=Actinolite
ND=None detected