

STATE OF NORTH CAROLINA

SERVICE CONTRACT

COUNTY OF HARNETT

THIS SERVICE CONTRACT ("Contract") is made, and entered into this the \_\_\_\_ day of July 2025, by and between the COUNTY OF HARNETT, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY") and A-I Salvage and Demolition, Inc. (hereinafter referred to as "CONTRACTOR").

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

COUNTY hereby engages CONTRACTOR to provide demolition services including but not limited to the following:

- A. Demolition of old structure, slab, footings, and foundation; (Old Pre-K Building)
- B. Grade to drain, seed and straw;
- C. Demolition, removal, and disposal of underground fuel tank in accordance with relevant federal, state, and local statutes, ordinance, and rules;
- D. Soil testing and sampling after removal of underground fuel tank to ensure no contamination of soil around the site of the removed underground fuel tank;
- E. Backfill site of the removed underground fuel tank with fill dirt;
- F. Asbestos removal and disposal.

Services to the County will include the fencing in of accessory structures with the demolition area, hauling and disposal fees are included. All salvage and scrap metals are the property of the demolition contractor.

Excluded from the scope of services provided are the cutting or capping of utilities, patching or repairing of slabs and walls, removal of paints, oils, or greases, and removal of contaminated soil found as a result of soil testing. In the event that demolition, removal, and disposal of underground fuel tank and subsequent soil testing reveal that surrounding soil is contaminated and will need to be remediated, COUNTY and CONTRACTOR will work together to identify the scope of work necessary to remediate the contaminated area and enter into an addendum to this Contract identifying the scope and cost associated with any additional remediation efforts that are to be born by the COUNTY.

All work contemplated and performed shall be satisfactorily completed in accordance with the attached Addenda and pursuant to all Federal, State, and Local laws and regulations. CONTRACTOR and COUNTY will sign an Addendum to this Agreement upon the parties agreeing to a particular service to be provided. The Addendum will specify the services to be rendered, the compensation to be paid, and other pertinent information. COUNTY hereby agrees to pay for Services as set in the Addenda to this Contract and pursuant to Paragraph 5 of this Contract.

2. TERM OF CONTRACT

The term of this Contract for services and supplies begins at the date of execution and shall end upon the satisfactory completion of the services.

### 3. FUEL SPILL RESPONSE REQUIREMENTS

- A. Hazmat Response Teams. CONTRACTOR shall furnish the name, address, and telephone number of a qualified Hazmat Response Team. This team shall be supplied by CONTRACTOR to cleanup and mitigate a fuel spill caused by CONTRACTOR or its designee. The Hazmat Response Team must meet OSHA requirements and be available 24 hours per day, 7 days per week.
- B. Spill Response. Response to a hazardous material cleanup shall occur within 8 hours of notification by COUNTY. Spill mitigation actions taken by COUNTY shall not be construed as a replacement for Chemical Spill Response. COUNTY'S supervisor or authorized designee shall make the determination of need for Hazmat Response Team assistance. CONTRACTOR must supply information on response team prior to first shipment.

### 4. NON-APPROPRIATION

CONTRACTOR acknowledges that COUNTY is a governmental entity and the validity of this Contract is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of County's obligations under this Contract, then this Contract shall automatically expire without penalty to COUNTY 30 days after written notice to the CONTRACTOR of the non-appropriation of public funds.

### 5. PAYMENT TO CONTRACTOR

CONTRACTOR shall receive from COUNTY a sum not to exceed \$44,300.00, not including any addenda which have yet to be contemplated, which shall be invoiced, as full compensation for the provision of services. COUNTY agrees to pay at the rates specified for services, satisfactorily performed, in accordance with this Contract and any Addenda. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY upon completion of services performed. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

### 6. WARRANTY

CONTRACTOR shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in CONTRACTOR's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to CONTRACTOR on similar projects.

### 7. DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the CONTRACTOR shall be submitted in writing to the COUNTY for decision in accordance with Notice requirements outlined in Paragraph 22. A claim by the COUNTY shall be submitted in writing to the CONTRACTOR for decision in accordance with the Notice requirements outlined in Paragraph 22. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice,

either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

#### 8. DEFAULT

The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

#### 9. REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

#### 10. INDEPENDENT CONTRACTOR

COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR'S duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all Federal, State and Local taxes as well as business license fees arising out of CONTRACTOR'S activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

#### 11. INDEMNITY

To the fullest extent permitted by laws and regulations, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under the contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

#### 12. 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 as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, pandemic, or other catastrophic natural event or act of God.

### 13. INSURANCE

CONTRACTOR shall obtain, at its sole expense, all insurance required in the following paragraphs, listed below as A, B, & C.

- A. Workers' Compensation Insurance – Coverage for all paid and volunteer workers meeting the statutory requirements of The North Carolina Workers' Compensation Act, North Carolina General Statute §97.
- B. Commercial Automobile Liability - Coverage with limits no less than \$1,000,000.00 per occurrence for bodily injury and property damage for any vehicle used during performance of the Services, including coverage for owned, hired, and non-owned vehicles.
- C. Commercial General Liability Insurance - Bodily injury and property damage liability as will protect the CONTRACTOR from claims of bodily injury or property damages which arise from operations of this Contract. The amounts of such insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate coverage.

CONTRACTOR agrees to furnish COUNTY proof of compliance with the insurance coverage requirements of this Contract upon request. CONTRACTOR upon request by COUNTY shall furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to COUNTY verifying the existence of any insurance coverage required by COUNTY. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage. COUNTY and its employees shall be named as an additional insured on the required policies of insurance, except workers' compensation.

### 14. HEALTH AND SAFETY

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

### 15. NON-DISCRIMINATION IN EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

**16. E-VERIFY**

CONTRACTOR understands that E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with §64-25(5) of the North Carolina General Statutes. Provided that CONTRACTOR is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State, then the CONTRACTOR understands and certifies that they shall verify the work authorization of the employee through E-Verify in accordance with §64-26(a) of the North Carolina General Statutes. CONTRACTOR further certifies that their subcontractors comply with E-Verify pursuant to federal law, and CONTRACTOR will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

**17. GOVERNING LAW AND VENUE**

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be filed and heard in the Superior Court of Harnett County.

**18. USE OF COUNTY NAME PROHIBITED**

Contractor may not use the name or other identifying characteristic of the County or its employees in any advertisements or promotions.

**19. TERMINATION**

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten days of the receipt of the notification. Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

**20. SUCCESSORS AND ASSIGNS**

CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

**21. COMPLIANCE WITH LAWS**

CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

COUNTY is an equal opportunity employer. COUNTY is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

## 22. NOTICES

Notices required or provided for under this Contract shall be sufficient if sent by certified mail, return receipt requested or via personal delivery to such addresses as the parties may designate from time to time in writing. Notice shall be deemed to be given and received three days after being sent certified mail or upon hand delivery to the address below:

### TO COUNTY:

Chris Johnson  
Capital Projects Construction Manager  
Post Office Box 621 (mail)  
200 Alexander Drive (physical)  
Lillington, North Carolina 27546

### With Copy to:

Christopher Appel  
Senior Staff Attorney  
Post Office Box 238 (mail)  
455 McKinney Parkway (physical)  
Lillington, North Carolina 27546

### TO CONTRACTOR:

A-1 Salvage and Demolition, Inc.  
Post Office Box 4787  
Archdale, North Carolina 27263

## 23. AUDIT RIGHTS

For all Services being provided under this Contract, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said Services. Audits shall take place at times and locations mutually agreed upon by both parties, although CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

## 24. COUNTY NOT RESPONSIBLE FOR EXPENSES

COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR unless otherwise agreed in writing.

**25. EQUIPMENT**

CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide the Services unless otherwise agreed in writing.

**26. ENTIRE AGREEMENT**

This Contract and the attached Addenda, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**27. HEADINGS**

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**28. SEVERANCE CLAUSE**

In the event any provision of this Contract is adjudged to not be enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

**29. AMENDMENT**

This contract may be modified or amended by mutual written agreement between the parties.

**30. WAIVER OF CONTRACTUAL RIGHTS**

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**31. CONFLICTING TERMS**

In the event of any inconsistency or conflict between this Contract and any Addenda, the terms, conditions and provisions of this Contract shall govern and control.

**32. ELECTRONIC SIGNATURES**

A signed copy of this Contract or such other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused this Contract to be duly executed as of the day and year first written above.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Owner: Harnett County  
Printed Name: Brent Trout

Title: County Manager

Signature: \_\_\_\_\_

Contractor: A-1 Salvage and Demolition, Inc.

Printed Name: Charlie Johnson Title: VP

Signature: 

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

By: \_\_\_\_\_

Name: Kimberly Honeycutt  
Title: County Finance Officer



## **Attachment A**

### **Scope of Work:**

The Proposer (also referred to as the "Contractor") shall provide all materials, tools, machinery, labor, and supervision necessary for the demolition work of building, asbestos abatement, removal of underground fuel tank, and accessory structures designated by the Construction & Renovation Manager. Demolition work shall include excavation of any footing foundations and removal of all debris from the demolition site.

### **Specific Requirements:**

1. Contractor will acquire all required permits from the State of North Carolina – Department of Health and Human Services – Public Health, Harnett County Building Inspections, Harnett County Fire Marshal, and other organizations required to mitigate asbestos materials, remove debris, mitigate fuel/septic tanks, and transport debris.
2. To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless The County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of the contract or the actions of the Contractor or its officials, employees, or contractors under the contract. This indemnification shall survive the termination of the contract.
3. Contractor must submit a proposal for projects and provide a breakdown of cost for each individual project.
4. Proposals should detail specific timeline for each project.
5. Proposals should include cost for demolition and removal of identified above ground structures.
6. Proposals should include cost for complete demolition and removal of any above ground portion of building structures including blocks, steps, ramps, HVAC systems, chimneys, foundation landscaping bricks, foundation slabs, and all building materials.
7. Complete demolition, removal and disposal of asbestos as required. Both county landfills (Anderson Creek and Dunn-Erwin Landfills) are available for CD asbestos contaminated materials. Contractors will follow all permitted (NCDHHS) required steps to dispose of asbestos materials. Contractor shall notify the Harnett County Solid Waste Department at least 24 hours in advance to delivery of such materials to the landfill.
8. Contractor shall provide one-year warranty from final acceptance by The County.
9. Proposal should include costs for graded, seeded/mulched site completed. Final graded site must include positive drainage that do not create areas that pond runoff.