

**AGREEMENT BETWEEN THE CITY OF COLLINSVILLE AND  
HAYES CONTRACTING, INC. IN RELATION TO THE  
DEMOLITION OF BUILDINGS AND REMOVAL OF DEBRIS  
(Columbia School Building)**

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This Demolition Agreement (hereinafter the "Agreement") is entered into by and between the City of Collinsville, an Illinois Home-Rule Municipal Corporation ("City") and Hayes Contracting, Inc. of Collinsville and Granite City, Illinois ("Contractor"), who are collectively referred to herein as the "Parties," and the effective date of this Agreement shall be deemed as August \_\_, 2025.

**Article 1. WORK TO BE PERFORMED**

- 1.1 The provisions of this Article are collectively referred to as the "Work."
- 1.2 A description and location of the structures to be demolished includes a single two story, masonry building formerly and commonly known as the Columbia School with an address of 801 West Main Street, Collinsville, Illinois, and PPIN: 13-2-21-33-10-102-028 ("Property").
- 1.3 Contractor shall completely dismantle or demolish all structures and existing buildings on the Property properly remove all material and debris from the Property. All pavement and fencing shall be removed unless otherwise directed by the City.
- 1.4 Bricks from the Property shall be saved and transported to a storage location as identified by the City.
- 1.5 All rubbish and debris found on each lot at the start of Work as well as that resulting from the demolition activities or deposited on the Property by others during the duration of the Agreement shall be removed and legally disposed of by Contractor, who shall keep the lots and public right-of-ways reasonably clear at all times. Upon completion of the Work, Contractor shall remove any and all temporary construction equipment, salvaged materials, and debris of all kind leaving each lot in a neat condition. Trash burning is prohibited. Construction debris must not become a part of any fill placed or left on the site.
- 1.6 Upon completion of demolition and clean-up, Contractor shall be returned to the Property to its natural vegetated state and shall include level grading, seeding, and strawing.
- 1.7 Contractor shall perform all Work in a good and workmanlike manner and shall keep the area in and around the Property closed off from the general public until completed and free of debris. Except for items to be furnished or installed by others or as may subsequently be directed by City, Contractor shall provide all personnel, equipment, tools, materials, supervision and all other items or services necessary for the Work and shall construct, complete and ready for use all Work covered by this Agreement.



- 1.8 Except for the Work related to asbestos testing, asbestos remediation, and lead testing, Contractor shall provide the required services personally and shall not subcontract or assign the Work covered by this Agreement without the City's prior written approval.
- 1.9 Contractor is responsible to first notify all utility companies of the demolition prior to beginning the Work. All rules and regulations of the utility companies and the City's Code of Ordinance must be complied with before, during, and after the Work.
- 1.10 The City, its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all of the Work, materials, equipment, records, employment conditions, and other relevant data pertaining to this Agreement.
- 1.11 The Work must be completed within 60 calendar days from the date of the Contractor's receipt of Notice to Proceed from the City. Time is of the essence of all obligations under this contract. In the event Contractor fails to complete the Work by the Completion Date for reasons other than Force Majeure, City shall deduct \$100.00 per day from the payment to Contractor for each day completion takes beyond the Completion Date. Delays due to weather will be considered for consideration of an extension of the completion time.
- 1.12 Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to all persons or property, either on or off the Property, which occur, whether by fault or negligence as a result of their activities in connection directly or indirectly with this Agreement. Contractor shall execute the Work in such a manner as to avoid unnecessary interference with the general public, adjacent sidewalks, streets, alleys, and other public right-of-ways. When dust is raised by the demolition, water shall be sprayed on the structure(s).
- 1.13 All basements, excavations, or ruts, no matter how caused, shall be filled with earth; such earth fill is to be secured by the Contractor and is subject to the following:
  - 1.13.1 Concrete blocks, masonry or other rubble from the demolished structures or any organic materials may not be used as fill.
  - 1.13.2 All foundation/concrete must be removed completely. All basement or other depressions, holes, excavations, or ruts shall be cleared of all debris before filling operations are undertaken and the floors of basements, wells, cisterns, septic tanks and laterals, or similar installations shall be removed. All structures of any nature shall be demolished on the Property and the rubbish and debris removed from the Property for legal disposal to an off-site location. Dump tickets from the approved EPA landfill shall be required as proof of legal dumping prior to contract payments being tendered. Removal of such demolition material, equipment, rubbish, and debris shall be done as orderly and rapidly as conditions will permit.
- 1.14 All dump truck beds and tractor trailer trailers must be covered by a tarpaulin when traveling upon public roads, unless the contents are of a type and weight that would prevent said material from leaving the vehicle while traveling at highway speed (415



ILCS 5/9(a), 35 Ill. Adm. Code 212.301).

- 1.15 Sanitary sewers laterals shall be removed to the edge of the basement of the building to be demolished, and then sealed underground with concrete in a manner that will not obstruct the sewer main, will prevent the discharge of sanitary effluent, and will prevent the inundation of groundwater into the sanitary sewer system.
- 1.16 All Work shall be performed during the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday during non-City recognized holidays.
- 1.17 Contractor is required to cooperate with City and/or state inspectors who may monitor site activities at times of their discretion to enforce compliance with the contract provisions.
- 1.18 Contractor shall be responsible for identifying any asbestos containing materials and sending proper Demolition Notice to the Illinois Environmental Protection Agency. An Asbestos Assessment Report is attached to these bid documents as Attachment B. This report shall not be used as an abatement bid specification. The results, findings, conclusions, and recommendations expressed in the report are based on conditions observed during the on-site services conducted at the site. Contractors and consultants reviewing the report must draw their own conclusions regarding the need for further investigation or any remediation or abatement activities deemed necessary. CONTRACTOR shall also complete lead testing on brick to be salvaged and provide a copy of all documentation related to asbestos abatement and lead testing to the Collinsville Community Development Director.
- 1.19 Contractor shall be responsible for proper abatement including but not limited to adequately wetting and properly removing and disposing of all materials containing asbestos in compliance with the Federal regulations found at 40 CFR 763 et. seq., 40 CFR 61 et. seq., and Illinois State Law.

## **Article 2. PAYMENT**

- 2.1 City agrees to as full and complete payment for performance of the Work a price not to exceed \$76,533.00, inclusive of all applicable sales tax. With the exception of finding additional asbestos containing materials, NO CHANGE ORDERS WILL BE ACCEPTED.
- 2.2 City's approval of any interim portion of the Work and payment of the amount requested by Contractor shall not under any circumstances constitute or imply City's final acceptance of any portion of the Work. City reserves the right, before making any payment of any amount requested by Contractor, to conduct an inspection of all Work performed to date. If City determines that any portion of the Work has not been performed in accordance with this Contract, City will notify Contractor, and Contractor will promptly cure such defect or deficiency.

- 2.3 City will pay Contractor directly, within thirty (30) working days after completion of the Work. Payment or payments will be made and finalized only after inspection by the City to determine if the Work has been completed according to this Agreement. Prior to payment, a lien waiver showing payment to all sub-contractors will be required from the Contractor. Not less than the prevailing rate of wages established by the IL Dept. of Labor for Madison County shall be paid to all workmen performing work under any Work under this Agreement.

### **Article 3. GENERAL TERMS & CONDITIONS**

- 3.1 Contractor shall report to the City's designated representative and cooperate and confer with them as necessary to insure satisfactory Work progress.
- 3.2 All reports, estimates, memoranda, and documents submitted by Contractor shall be dated and bear Contractor's name and be submitted to the City's designated representative.
- 3.3 All reports made in connection with the Work are subject to review and final approval by the City's designated representative.
- 3.4 City may review and inspect Contractor's activities during the term of this Agreement.
- 3.5 If applicable, Contractor shall submit a final, written report to the City's designated representative.
- 3.6 Contractor shall not hire any City employee for any of the required Work provided by Contractor under this Agreement without the City's prior written approval.
- 3.7 Changes mutually agreed upon by the City and Contractor shall be incorporated into this contract by written amendments signed by both parties.

### **Article 4. REPRESENTATIONS BY CITY**

City shall not furnish any labor, materials, or other items to Contractor. City makes no representation or warranty as to the condition of the Property or any improvements to be demolished, and any information supplied by City to Contractor in this regard is for information only and accuracy is not guaranteed.

### **Article 5. PERFORMANCE BOND**

- 5.1 If the Work is not carried forward with due rapidity and thoroughness or the materials furnished, or foremen, subcontractors, or workmen employed, by the contractor are unskilled, incompetent, or insufficient for the completion of the Work within the time and in the manner stipulated, the City may give notice of the defect in progress, materials, or personnel to the Contractor; and, if within ten (10) days the defect is not remedied, the City may enter on the Work and Property and suspend or discharge the Contractor and all persons employed under it and complete the Work, providing



sufficient materials and workmen; and the expense will be charged to the Contractor and be deducted from any sum which may be due to it on a final settlement.

- 5.2 In addition to the foregoing, to ensure faithful performance of the Work, services, compliance with the Agreement, and the payment of Subcontractors and others furnishing labor and materials in the performance of the Contract, Contractor shall provide an individual Performance Bond, with a surety company in a sum equal to 100% of the amount of the total sum of Payment provided for in this Agreement.
- 5.3 The exercise of one or more remedies by the City shall not cause the exclusion of any other remedy available to the City under this Agreement or by law.

#### **Article 6. INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes in relation to its agents and employees. Contractor agrees to indemnify and protect the City against such liability.

#### **Article 7. REMEDIES**

- 7.1 Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover all proven damages and costs caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to a court of law or equity in the agreed to jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.
- 7.2 All remedies available to either party, whether expressly provided for herein or otherwise available at law or in equity, shall be deemed cumulative, and the exercise of one or more of such remedies shall not preclude the exercise of any other. No delay or omission on the part of either party in exercising any right or remedy hereunder shall impair such right or remedy or be construed as a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any right or remedy of either party preclude later full exercise thereof or exercise of any other right or remedy.
- 7.3 The parties each expressly waive their right to a jury trial in any litigation or remedies sought.



## **Article 8. CONTRACTOR'S WARRANTIES**

- 8.1 Contractor represents and warrants that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work; that it is able to furnish the tools, materials, supplies, equipment and labor and is experienced in and competent to perform the Work contemplated by the Agreement; and that it is qualified and licensed to do the Work and is authorized to do business in the state in which the Work is located.
- 8.2 Contractor at all times shall keep the premises in orderly and workmanlike condition. At the completion of the Work, Contractor shall remove all waste materials and rubbish from and about the Building as well as all tools, construction equipment, machinery and surplus material, and shall clean all glass surfaces and shall leave the Work and worksite in a broom clean condition.
- 8.3 Contractor accepts sole responsibility for any injury or damage sustained by any persons or property, during the progress or after the completion of the Work agreed on, from any Work performed or any act or default by the Contractor, and Contractor shall be responsible for and shall indemnify and hold harmless City, from any and all claims against the City and for all costs and damages which the City may legally incur by reason of the injury or damage. In addition, the Contractor will give all requisite notices to all parties whose estates or premises may or shall be in any way affected by the performance of the Work.

## **Article 9. INDEMNIFICATION**

- 9.1 Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, the Collinsville Community Development Department, and the Collinsville City Council, from and against any and all losses, costs and expenses, including, but not limited to, litigation costs, settlement costs and expenses and counsel fees and expenses, claims, suits, actions, damages, liability and expenses, arising out of or resulting in whole or in part from the performance of the services or the provision or installation of materials under the Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the Contractor's default under the Agreement, failure to pay Subcontractors and suppliers, any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret) and any other breach of the Contract, regardless of the inherent nature of the services or material supply and regardless of whether or not such loss, cost, claim, suit, action, damage, liability, or expense is caused in whole or in part by the negligent act or omission of the City, its officers, employees and agents. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a Party or Person described in this paragraph including without limitation, the City's statutory defenses and/or immunities. Claims against the City, its officers,



employees and agents, the Collinsville Community Development Department, and the Collinsville City Council, by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by the provisions under any Workers Compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents, the Collinsville Community Development Department, and the Collinsville City Council, shall survive the termination of this Agreement.

#### **Article 10. INSURANCE**

Contractor and all of Subcontractors shall at all times during the period in which the Agreement is in force and effect, provide and maintain the following insurance at their own expense. All insurance shall be procured from "A-; Class VII" or better rated insurance carriers by AM Best and authorized to do business in the State of Illinois. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. If Contractor fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of contract and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. In addition, in related to the insurance, the following requirements shall be satisfied:

- a. Automobile Liability Insurance covering all owned, non-owned, and hired automobiles. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy (or Business Auto Policy) with limits not less than \$1,000,000 Per Accident for Bodily Injury and Property Damage.
- b. Commercial General Liability Insurance for Operations including products liability coverage for any product manufactured, assembled or otherwise worked upon. Coverage is to be provided in a form not less than the ISO 1998 standard Commercial General Liability Insurance Policy ("Occurrence Form") including hazards of premises/operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations, contractual liability coverage (for any contracts related to the Work) and personal injury. Coverage is to be provided at the following minimum Limits of Liability: \$2,000,000 Per Occurrence \$5,000,000 Completed Operations Aggregate (Annual Limits) \$1,000,000 Personal Injury and Advertising Injury \$2,000,000 General Aggregate (Annual Limits)
- c. Workers' Compensation Insurance for all operations: In statutory limits of the Workers' Compensation Law of the State of Illinois and having Employers Liability Limits: \$500,000 Each Accident \$500,000 Disease - Policy Limit \$500,000 Disease Each Employee for all Work. The Limits of Liability in Paragraph a., b., and c. above can be met by combining the Contractor's Individual Policy Limits of Liability with



their Umbrella Liability Policy Limits.

- d. Owned or Leased Equipment/Tools: Contractor and all tiers of Subcontractors shall maintain insurance on their owned or leased equipment, tools, trailers, etc.
- e. Additional Insured Provision: The insurance policies identified in paragraph's a. and b. above shall include an endorsement naming the City of Collinsville, and its officers, employees and agents as additional insured's including Excess or Umbrella Liability Policies if applicable.
- f. Primary Insurance: The insurance policy identified in paragraph b. above shall include an endorsement stating that the coverage afforded the Additional Insured's described in e. above will be primary and non-contributory to any other coverage available to them.
- g. Certificate of Insurance: Contractor shall furnish to the City copies of Certificates of Insurance. All Certificates of Insurance shall indicate, in the Special Items Section, that all policies will contain (1) Additional Insured Endorsement (except for the Workers Compensation and Property Policies) and (2) Primary Insurance Endorsement (except for the Business Automobile, Workers Compensation and Property Policies) as outlined above. In addition, all policies of insurance that are required by the City shall be endorsed to provide that the insurance company must notify the City at least thirty (30) days prior to the effective date of cancellation or modification that reduces coverage of such policies.
- h. Certificates of insurance shall be addressed and delivered to:
  - City of Collinsville
  - City Clerk
  - 125 South Center Street
  - Collinsville, IL 62234
  - RE: Columbia School Building Demolition Services Contract

#### **Article 11. PERMITS**

Contractor shall secure all building permits and any other permits, licenses and inspections necessary for proper execution and completion of the work. Contractor shall comply with and give notices required by all law, ordinances, rules, regulations and orders of public authorities applicable to performance of the Work.

#### **Article 12. PROTECTION OF PERSONS AND PROPERTY; COMPLIANCE WITH LAWS**

- 12.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all persons on the Property and other persons who may be affected thereby; (ii) all the Work and all materials and equipment to be incorporated therein; and, (iii) other property at the Property or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public agency or



authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

- 12.2 Contractor shall take no action or inaction that exposes the City to liability or non-compliance or other findings or damages, penalties or fines related thereto. In the event a regulatory agency assesses either a monetary or non-monetary fine or penalty for Contractor's noncompliance, the Contractor shall reimburse the City for all associated costs. Contractor shall remove all hazardous material and waste upon completion of the contract. Abandoned waste shall be managed as "unknown waste", and the contractor shall bear the cost of any analytical, disposal, or other costs incurred. Regulated Waste is defined as (1) hazardous waste as defined in EPS Regulations 40 CFR 261, (2) universal waste as defined in EPA Regulations 40 CFR 273, and (3) Class 1 industrial waste as defined in TCEQ Regulation 30 TAC Parts 335 and 503. Contractor shall manage all regulated waste in accordance with applicable Federal, state, and local regulations.
- 12.3 Contractor shall submit a State demolition notification followed by a 10-day waiting period. This is required prior to any demolition and/or abatement activity whether or not asbestos is present. All demolition and abatement activities must be done according to State guidelines and regulations.
- 12.4 All Work shall be performed in compliance with the latest editions of the American National Standards Institute (ANSI), American Water Works Association (AWWA), the American Society of Civil Engineers (ASCE), the American Society for Testing and Materials (ASTM), as well as applicable and appropriate sections of OSHA, the State of Illinois and industry recognized best business practices. All products shall be removed or installed according to manufacturer's recommendations.
- 12.5 Contractor shall comply with safety rules and regulations pertaining to the activity, and shall govern employees according to, and in compliance with the applicable OSHA Regulations. Precautions and safety measures shall be provided for the safety of all contractors' workers. Contractor shall maintain an accurate record of exposure data on all accidents incidental to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall provide a written safety plan outlining Contractor Safety Procedures for all work under this contract and is subject to acceptance by the City prior to commencement of work.
- 12.6 Contractor shall block solids in storm water runoff to all nearby storm sewers with silt screen; secure loose dirt by using temporary berm to avoid discharge to storm inlet. Storm water best management practices must be implemented in accordance with the City storm water management plan.

### **Article 13. NOTICES**

- 13.1 All notices pursuant to this Agreement must be in writing and may be delivered by electronic mail, facsimile, in person, by First Class U.S. mail, overnight delivery, by



certified or registered mail to each party's address provided in this Agreement. All notices to Collinsville must be delivered to the City Clerk or City Manager. Unless otherwise specified in this Agreement, notices delivered to parties other than the City may be delivered at any known physical or electronic address, or facsimile number, of that party.

- 13.2 All notices to the parties required or otherwise given pursuant to the Contract shall be given to the addresses set forth below:

City of Collinsville  
Attn: City Manager  
125 South Center Street  
Collinsville, IL 62234  
Fax:  
Email: citymanager@collinsvilleil.org

CONTRACTOR  
Hayes Contracting, Inc.  
Attn: Arland Sparks Jr.  
3523 State Route 162  
Granite City, IL 62040  
Fax:  
Email: budsparks@hayescontr.com

#### **Article 14. DEFAULT, TERMINATION & SEVERABILITY**

- 14.1 Contractor's false representations herein or failure to perform the Work herein within the time frame herein shall constitute a default of this Agreement. Such default shall render the Contractor liable to City for all sums paid to Contractor by the City, in addition to any and all other damages proximately caused to the City by Contractor and/or Contractor's default. Contractor's breach of this Agreement shall render the Contractor liable for all attorney's fees and costs of enforcement of this Agreement.
- 14.2 The laws of the State of Illinois, without regard to conflicts of law principles thereof, govern all matters arising under this Agreement. Venue for any litigation between the parties shall be in the Circuit Court of Madison County, Illinois.
- 14.3 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Municipal Code, or any ordinances of the City, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never



contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

#### **Article 15. MISCELANEOUS PROVISIONS**

- 15.1 Ownership of Documents and Publication. All documents developed as a result of this Agreement will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this Agreement by the Contractor must reference the project sponsorship by the City. Any publication of the information or results must be coauthored by the City.
- 15.2 Public Information. Any provision in this Agreement that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Illinois law or regulation, or court or administrative decision or ruling, is invalid.
- 15.3 Interest of Contract and City. Contractor promises that it has no interest which would conflict with the performance of this Agreement; no officer, agency, employee of the City, or member of its governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.
- 15.4 Contingent Fees. Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the City may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the independent contractor.
- 15.5 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 15.6 Immunity. Any provision of the Agreement that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Agreement.
- 15.7 Non-transferable. This Agreement is binding on the City and Contractor, their successors and assigns. This Agreement shall be non-transferable. Neither the City nor Contractor



shall assign or transfer its interest in this Agreement without the prior written consent of the other. Contractor shall notify the City in writing, of any transfers of ownership including a change in the principals of the Contractor's company. A change in principals of the firm shall constitute a change in ownership for purposes of this section.

- 15.8 Non-discrimination. Contractor shall not discriminate against customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or whether all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the City. Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the Contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.
- 15.9 Equal Access. Contractor shall provide services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

**[SIGNATURES FOLLOW]**

IN WITNESS WHEREOF the parties hereto hereby execute this Agreement.

CITY:

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

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

Title: City Manager

Date: \_\_\_\_\_

CONTRACTOR:

By: Brian Hayes

Name: Brian Hayes

Title: Owner

Date: 9/2/25