

CITY OF FAYETTEVILLE REQUEST FOR QUOTES



BLIGHT REMOVAL PROGRAM: DEMOLITION, DEBRIS REMOVAL, LOT CLEANING (822 VARSITY DRIVE) COF1516940

ISSUED: MARCH 7, 2025

DUE: APRIL 1, 2025

The City of Fayetteville is soliciting bids for demolition, debris removal and lot cleaning at 822 Varsity Drive.

ISSUED BY:
CITY OF FAYETTEVILLE

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

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



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

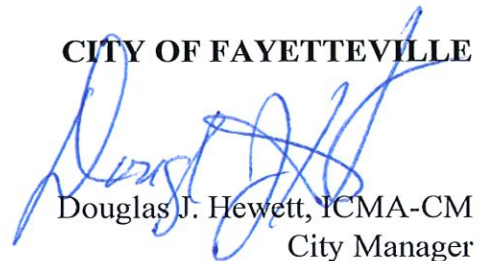
The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities 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, ICMA-CM
City Manager

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., April 1, 2025**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Blight Removal Program: Demolition, Debris Removal, Lot Cleaning (822 Varsity Drive)

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301.

The bid opening will be held at **2:00 p.m. on April 1, 2025**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“Blight Removal Program: Demolition, Debris Removal, Lot Cleaning (822 Varsity Drive)”**

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

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

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager



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

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

Upon inspection and testing, Asbestos Containing Building Materials **WERE NOT** identified to be present. **ACBM Abatement is NOT Required.** Refer to the Asbestos Assessment Report for this project.

Project Address: 822 Varsity Drive, Fayetteville, NC 28301

Tax PIN: 0428-97-5847

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

Scope of Work

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

- There is one primary building to be removed from this site: (1) single-family residential home with porches (approximately 1,400 sf includes porch & stoop).
- Remove underground and overhead wiring not connected to electrical service, and other items associated with the primary structure.
- Remove underground storage tank (UST) installed at rear of house. Contractor to determine size of UST. If UST is larger than 1,100 gallons, immediately contact ECD's Senior Housing Program Specialist. Remove liquid from tank before removing tank from ground. Remove, handle, transport, and discard UST in a manner that meets or exceeds local, state, and federal regulations.
- Cap the private water well located at rear of house. Work performed must meet or exceed local, state, and federal requirements. Supporting documentation indicating that work was performed by a Certified Well Contractor must be provided to ECD.
- Remove all building and construction materials.
- Remove all shrubs, bushes, saplings, tall weeds, tall grass, undergrowth, vines, downed trees, dead trees (standing or fallen), fallen limbs, logs, and organic debris piles from the entire site that measure four inches or less in diameter, to include front and side lot line areas. **Do not include 20' section of rear lot area running North and South measured East from rear fence line.**
- Remove all poles, post, rubbish, trash, and debris from site.
- Remove concrete and/or asphalt driveway(s), parking area(s), and walkways.
- Do **NOT** damage public sidewalks or utility assets.

"continued"

- Remove chain link fence at front and sides of lot. Do **NOT** damage chain link fence at rear of lot. Fill and compact fence post holes with fill dirt.
- Add fill and topsoil as needed to raise excavated areas to the same grade level as the existing surrounding soil.
- When finished grading, surface of site shall be smooth and allow for natural drainage. **NO** dips, ridges, or low areas shall be present where ponding water may accumulate. **NO** clumps of soil, grass, or other debris shall remain.
- Apply seed and straw to all areas of site where soil was disturbed, fill was added, or where bare soil is present. Loosen areas to be seeded to a depth of at least 2". Apply seed and straw of the following types and rates: Contractors Blend Grass Seed Mix – 1/2# / 100 SF; Wheat Straw – 1/2 Bale / 100 SF.
- Contractor shall obtain, at their expense, **ALL** Required Permits, Licenses, Bonds, Insurance, Reports, Designs, Engineering, Inspections, and Certifications.
- Contractor is responsible for complying with **ALL** Local, City, County, State, and Federal, Codes, Laws, Legislation, Ordinances, Regulations, and Rules.
- Contractor shall bear **ALL** cost associated with abatement of all identified Asbestos Containing Materials by a Licensed ACBM Abatement Contractor.
- With the exclusion of lawful asbestos removal, the contractor shall **NOT** assign, subcontract, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the Agreement without the written consent of the City of Fayetteville.
- All work must be completed within **30** calendar days from the time the **Purchas Order** (Notice to Proceed) has been issued unless otherwise stated.
- Contractor is responsible for providing at least **24-hours advance notice** to the Economic & Community Development Department before work begins by calling and/or emailing the Senior Housing Program Specialist. Do not begin work until a response from ECD has been provided.
- Contractor shall provide their invoice, landfill weigh tickets, asbestos disposal records, and other associated receipts and/or records for this project to the Senior Housing Program Specialist.
- The project site shall be inspected by the Senior Housing Program Specialist in order to verify that all requirements contained in the Scope of Work have been satisfactorily completed before payment is processed.

Bids (Quotes) must be submitted on Demolition Bid Estimate – Invoice form Revised 03/07/2016

Submit by Mail:

City of Fayetteville
Purchasing Division
433 Hay Street
Fayetteville, NC 28301-5537
Attn: Kim Toon, Purchasing Manager

Submit in Person:

City Hall Offices
2nd Floor Purchasing Division
433 Hay Street
Fayetteville, NC 28301-5537
Attn: Kim Toon, Purchasing Manager

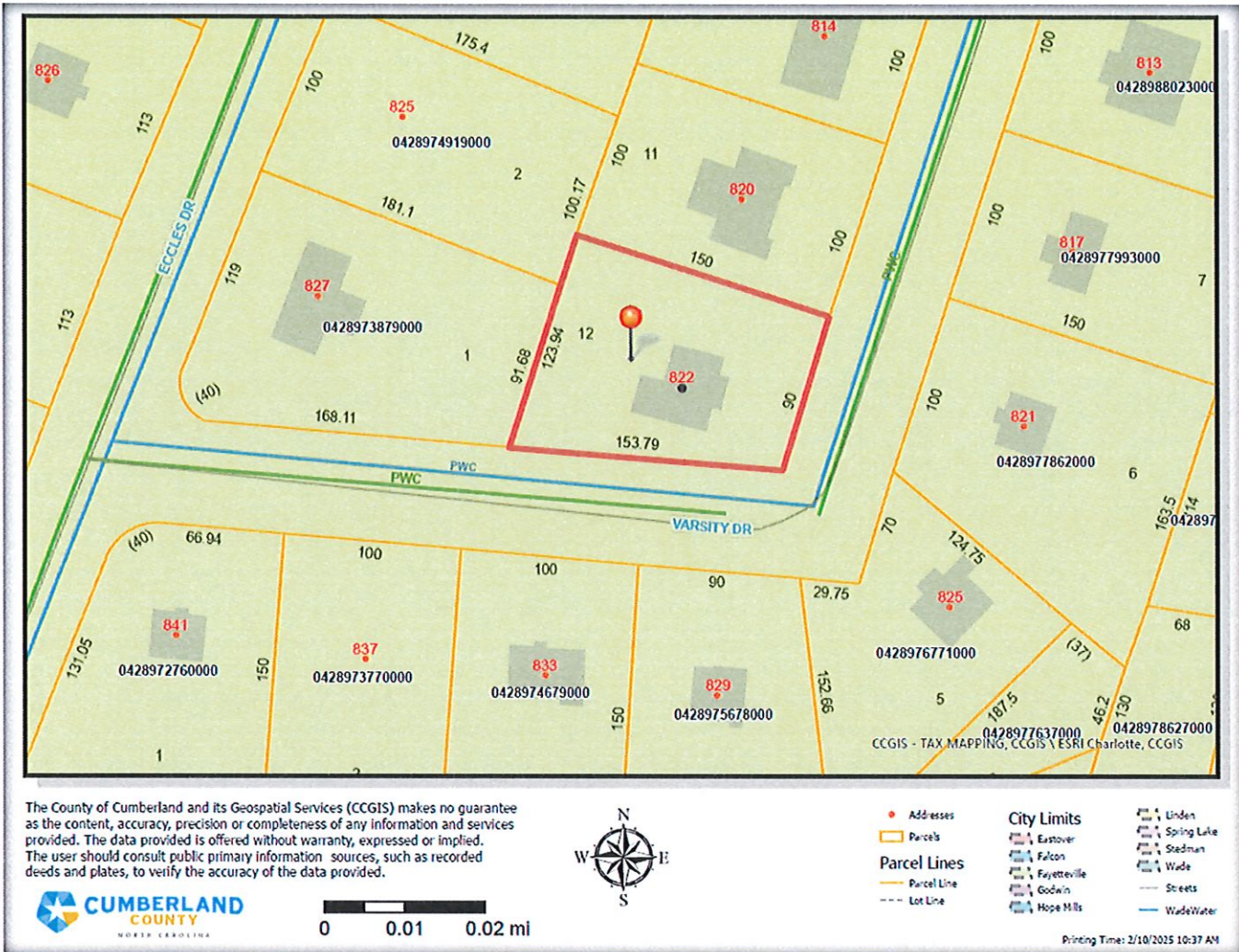
Submittal Deadline: 2:00 PM EST Tuesday, April 1, 2025

If you have questions, please contact:

Purchasing Department
Kimberly Toon, Purchasing Manager
(910) 433-1942; kimberlytoon@fayettevillenc.gov

"continued"

822 Varsity Drive Cumberland County GIS Map



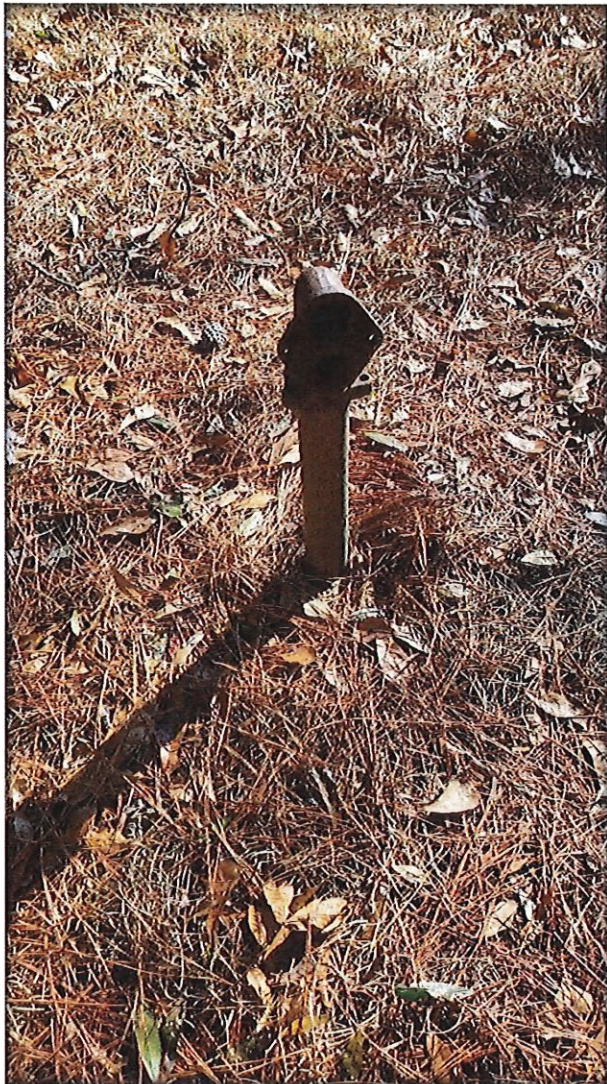
"continued"

Photographs
822 Varsity Drive



"continued"

Photographs
822 Varsity Drive



"continued"

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

AST

Aboveground Storage Tank

Fallen Tree

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

Felled Tree

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

Log

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

Saplings

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

Standing Dead Tree

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

UST

Underground Storage Tank

"continued"

The evaluation of contractors submitting proposals for this work will be based on the following considerations and their respective weights:

Technical Capability	40%
Project Management	20%
Company Qualifications	40%

The selection of a contractor for the award of this project will be subject to a mutual understanding of the scope of services and a negotiation of a fair and reasonable fee. Depending on the number and quality of the proposals the City may decide to conduct interviews prior to the selection of a contractor.

The contractor is responsible for all costs related to the submittal of its proposal, preparation of documents or submittals needed for negotiations and the costs incurred in traveling to and participating in any meetings associated with the City's selection process and/or negotiating an agreement.

Submission of proposals establishes a conclusive presumption that the contractor is thoroughly familiar with the Request for Quotes (RFQ) and that the firm understands and agrees to abide by all of the stipulations and requirements contained therein.

Evaluation Factors:

The objective of this portion of the Request for Quotes (RFQ) is to obtain the contractor's qualifications for the work. Only information which is essential to the evaluation of the Request for Quotes (RFQ) should be submitted.

This section should include the information requested below:

A. Technical Capability:

1. Relevant demolition experience (size, complexity of projects)
2. Equipment and machinery capabilities
3. Environmental protection plan (asbestos, hazardous materials)
4. Safety protocols and incident prevention measures

B. Project Management:

1. Project timeline and schedule

C. Company Qualifications:

1. Licensing and certifications (local, state)
2. Registration with the North Carolina Secretary of State
3. Insurance coverage
4. Financial Stability Statement from Bank
5. References (Three within similar scope)

Bid Evaluation Sheet (Internal)
Blight Removal Program: Demolition, Debris Removal, Lot Cleaning
Bid Opening Date



COMPANY NAME	
CITY/STATE	

COST		
Base Bid (total cost of proposed goods / services)		
RESPONSIVE BID EVALUATION	Possible Points	A responsive bid is one that conforms in all material
Technical Capability: 40%		
Relevant demolition experience (size, complexity of projects)	10	0
Equipment and machinery capabilities	10	0
Environmental protection plan (asbestos, hazardous materials)	10	0
Safety protocols and incident prevention measures	10	0
Project Management: 20%		
Project timeline and schedule adherence	10	0
Price breakdown (unit costs, total price)	10	0
RESPONSIBLE BIDDER EVALUATION		A responsible bidder is one that has the capability, reliability and integrity to
Company Qualifications: 40%		
Licensing and certifications (local, state)	8	0
Registration with the North Carolina Secretary of State	8	0
Insurance coverage	8	0
Financial Stability Statement from Bank	8	0
References (At least three)	8	0
TOTAL RATING	100%	0%

CITY OF FAYETTEVILLE

**Blight Removal Program: Demolition, Debris Removal, Lot Cleaning (822 Varsity Drive)
BID PROPOSAL PACKAGE**

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

THE CITY RESERVES THE RIGHT TO ELIMINATE OR ADD TO THIS CONTRACT.

ALL PRICES ARE TO INCLUDE NC SALES AND USE TAXES

This Bid Package is executed by:

Name _____ Title _____

Company Name _____

Address _____

Email _____

Signature _____ Phone No. _____

License # _____ Bid Amount\$ _____

Written _____

ACKNOWLEDGEMENT OF ADDENDA

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

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

**CITY OF FAYETTEVILLE
GENERAL CONTRACTING AGREEMENT**

This agreement ("Agreement") is made this ____ day of _____, _____ between _____ henceforth known as "Contractor," and the **City of Fayetteville**, henceforth known as "City."

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

**Section 1
The Work**

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

Total Project Bid:

**Section 2
Timeline**

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

Work Start:

Work Completion:

Any delays that arise during the course of the work must be discussed with City immediately.

**Section 3
Payment**

City agrees to pay the Contractor a total of \$_____ payable in the following manner:

Within thirty (30) days of receipt of invoice.

**Section 4
Changes**

Any changes made to plans, materials used, time needed, or any other portion of the work must be discussed with City prior to any decisions.

**Section 5
Permits**

Contractor agrees to secure any permits necessary so that this work will be done within the parameters of the laws of **North Carolina**. Contractor agrees that any fees for these permits are already included in the total amount charged to the City.

Section 6 Workers

Contractor agrees that any laborer, subContractor and/or employee that he/she hires for the purposes of this job is legally permitted to work in this function in this country.

Contractor is an independent contractor, and has no authority to act as an agent of City, nor enter into any contract or agreement for or on behalf of City. Contractor is not an employee of City and is not entitled to any benefits provided employees of City, including, but not limited to, workers' compensation, medical care, leave benefits and retirement. Contractor shall be responsible for the payment of all federal, state, and local taxes that may be due as a result of this Agreement.

Section 7 SubContractors

City agrees that the Contractor may hire subContractors at his/her discretion, provided that Contractor agrees that the payment for said subContractor is entirely the Contractor's responsibility. City is not in any way liable for a subContractor's missed payment.

Section 8 Insurance Requirements

The Contractor shall not commence work under this Agreement until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subContractor to commence work on his subcontract until all similar insurance has been so obtained and approved. See Other Provisions Section (2) (c) below titled "SubContractor."

The insurance required for this Agreement is as follows:

(a) **Commercial General Liability:** The Contractor shall take out and maintain during the life of this Agreement commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.

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

(c) **Workers' Compensation and Employers' Liability Insurance:** If the

Contractor employs three or more employees, the Contractor shall take out and maintain during the life of this Agreement workers' compensation insurance with limits for Coverage A Statutory – State of North Carolina, as required by the laws of the State of North Carolina, and Coverage B Employers' Liability with limits of \$500,000 each accident and policy limit, including occupational disease coverage with limits of \$500,000 for each employee, for all employees employed on the project. In case any employee(s) engaged in work under this Agreement is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.

Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. The City reserves the right to reject any and all certificates or policies issued by insurers with an A.M. Best's Financial Strength Credit Rating less than A.

Indemnity Provision

To the extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of the Contractor, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by the Contractor does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subContractor, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the City, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this Agreement, Contractor agrees to purchase and maintain during the life of this Agreement contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof. Indemnification by the Contractor does not constitute a waiver of the City's governmental immunity in any respect under North Carolina law.

Other Provisions:

(1) Any deductible or self-insured retention must be declared to and approved by the City.

(2) The policies are to contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability Coverage

1) The City, its officials, employees and volunteers are to be covered as additional insureds with respect to the following: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

2) The Contractor's insurance coverage shall be primary insurance covering the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Contractor, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Fayetteville
Finance Department
433 Hay Street
Fayetteville, NC 28301

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.

(c) SubContractors

Contractor shall include all subContractors as insurers under its policies

OR shall furnish separate certificates and endorsements for each subContractor. All coverages for subContractors shall be subject to all of the requirements stated herein.

(d) No Waiver of Immunity

Any insurance coverage required by the terms of this Agreement shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

**Section 9
Cleanup**

Contractor agrees that any debris, equipment, etc. will be removed from the area upon completion of the job. The location will be returned to the state in which it was found prior to the work, excepting, of course, the changes made as a result of the work.

**Section 10
Terms and Conditions**

CITY'S TERMS SUPERSEDE: To the extent a conflict exists between the terms of this Agreement and the terms and conditions in any of the attachments to the Agreement, the terms of this Agreement shall govern.

**Section 11
E-Verify**

Contractor 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 pledges, attests and warrants through execution of this contract 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 contract.

**Section 12
Other Provisions**

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

Nondiscrimination - The Contractor agrees not to discriminate by reason of age, race, religion,

color, sex, national origin, disability or other applicable law while performing the services required herein. The Contractor further agrees not to discriminate in accordance with federal and state laws while performing the services required herein.

Morality Clause - If, in the sole opinion of the City, at any time Contractor any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more of the actions below, the City may immediately upon written notice to Contractor, terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/decency;
4. denigrate individuals or groups in the community served by the City;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the City's finances, public standing, image, or reputation;
7. is embarrassing or offensive to the City or may reflect unfavorably on the City; and,
8. is derogatory or offensive to one or more employee(s) or customer(s) of the City.

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

Governing Law - The validity, interpretation and execution of this Agreement and the performance of and right accruing under this Agreement are all to be governed by the laws of North Carolina.

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

Compliance with Laws - Contractor agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

Entire Agreement - This Agreement constitutes the entire agreement between the parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this contract shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each Contractor.

Severability - The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform to the

purposes of this Agreement and the requirements of applicable law.

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

Force Majeure - Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Termination for Cause - In the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement, the City shall have the right to terminate Consultant upon ten calendar (10) days written notice, in which event Consultant shall have neither the obligation nor the right to perform further services under this Agreement; nor shall the City be obligated to make any further payment for work that has not been performed. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

Termination for Convenience - Upon thirty (30) calendar days' written notice to Consultant, the City may, without cause and without prejudice to any other right or remedy legally available to the City, terminate this Agreement. Upon such notice, Consultant shall have neither the obligation nor the right to perform services under this Agreement nor shall the City be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, Consultant shall be paid for the completed and accepted work executed in accordance with this Agreement prior to the written notice of termination. Additionally, upon mutual agreement, Consultant may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the City. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

Protest – Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

Divestment of Companies Boycotting Israel or Investing in Iran Certification- Contractor certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii)

it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Contract. By signing this Contract, Contractor further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Contractor appearing on the Treasurer's FD Lists at any time before or during the term of this Contract.

Survival of Terms - All warranties, covenants, and representations contained within this contract and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

Amendment. - The City and Contractor may, from time to time, request changes in services to be performed by Contractor. Any such changes that are mutually agreed upon by the City and Contractor shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.

City's Terms Supersede - To the extent a conflict exists between the terms of this Agreement and the terms and conditions in any of the attachments to the Agreement, the terms of this Agreement shall govern.

[Signature page to follow]

Attest:

CITY OF FAYETTEVILLE:

JENNIFER L. AYRE, MPA, MMC
City Clerk

Kelly Olivera
Assistant City Manager

Date

Vendor Name

By: _____

Title: _____

Address: _____

Phone: _____

Date: _____

Vendor Signature

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

JEFFREY YATES
Assistant City Manager/Interim Chief Financial Officer

EXHIBIT A