



**CITY OF FAYETTEVILLE, NORTH CAROLINA**

# **REQUEST FOR QUALIFICATIONS**

**FACILITIES CONDITION ASSESSMENT  
SPACE UTILIZATION STUDY & FACILITIES MASTER PLAN**  
Phased Delivery Approach

**RFQ No. COF1517013**

**DATE ISSUED: June 25, 2026**

**PROPOSALS DUE: July 30, 2026, at 2:00PM ET**

**FUNDING SOURCE: Local**

**ISSUED BY: City of Fayetteville, North Carolina**

**PRIMARY CONTACT: Kimberly Toon, CLGPO, CLGFO Assistant Chief Financial Officer Procurement**

**[COFBiddingQuestions@FayettevilleNC.gov](mailto:COFBiddingQuestions@FayettevilleNC.gov)**

**(910) 433 - 1934**

*OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.*

# FAYETTEVILLE<sup>NC</sup>

AMERICA'S CAN DO CITY

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

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

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

## **Small Business Participation Commitment**

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

## **Small Business Enterprise Program**

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

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

## **Federal and State-Funded Projects - Important Notice**

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

**FAYETTEVILLE**<sup>NC</sup>  
AMERICA'S CAN DO CITY

**For Federally-Funded Contracts:**

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

**For State-Funded Contracts:**

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

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

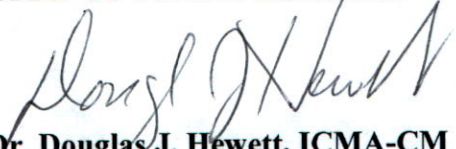
**Equal Opportunity for All**

The City is committed to:

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

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

**CITY OF FAYETTEVILLE**

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

## ADVERTISEMENT NOTICE

### City of Fayetteville Facilities Condition Assessment Space Utilization Study & Facilities Master Plan

The City of Fayetteville, North Carolina, is soliciting Statements of Qualifications (SOQs) from qualified firms or multi-disciplinary teams to provide Facilities Condition Assessment, Space Utilization Study, and Facilities Master Plan services.

The City intends to award one professional services contract using a qualifications-based selection process. The contract will be administered in phases. Phase 1 will consist of a Facilities Condition Assessment. Phase 2 will consist of a Space Utilization Study and Facilities Master Plan and will be authorized at the City's discretion following completion and acceptance of Phase 1.

Interested firms shall submit qualifications in accordance with the requirements of this RFQ. Submittal instructions, schedule, and project requirements are contained in the full RFQ package. Firms must provide **five (5) original hard-copy proposals** and **one (1) USB flash drive** containing the complete submission.

Proposals will be received at **City of Fayetteville City Hall, Attn: Kimberly Toon** located at **City of Fayetteville City Hall, 433 Hay Street, Fayetteville, NC, 28301, July 30, 2026 at 2:00 p.m.** local time.

#### Questions:

All questions regarding this solicitation must be submitted in writing no later than **July 16, 2026, by 5:00 p.m. (ET)**. Questions shall be emailed to [COFBiddingQuestions@FayettevilleNC.gov](mailto:COFBiddingQuestions@FayettevilleNC.gov).

Owner: City of Fayetteville  
By: Kimberly Toon, CLGPO, CLGFO  
Email: [kimberlytoon@fayettevillenc.gov](mailto:kimberlytoon@fayettevillenc.gov)  
Title: Assistant Chief Financial Officer Procurement

## **SUMMARY AND SCOPE**

The City of Fayetteville is implementing a structured, data-driven facilities planning initiative to better understand the condition, performance, and long-term needs of its municipal buildings.

The initiative will be delivered through one RFQ and one coordinated team, but in two distinct phases. Phase 1 is a Facilities Condition Assessment that will establish a verified baseline of facility conditions, system lifecycle status, deferred maintenance needs, and order-of-magnitude operational, maintenance, and capital costs. Phase 2 is a Space Utilization Study and Facilities Master Plan that will build on the accepted Phase 1 data to evaluate operational needs, space efficiency, future growth, and long-term facility strategies.

The City expects the selected team to demonstrate proven capabilities in both technical facilities assessment and master planning. As part of its qualifications, the team shall provide at least three relevant Facilities Condition Assessment projects and at least three relevant space planning, programming, or facilities master planning projects, along with clear team roles, their specific experiences related to the aforementioned projects, and references.

At the conclusion of the initiative, the City expects to receive a reliable facility asset baseline, prioritized capital needs, a space utilization and programming framework, and a long-range facilities master plan that can support future budgeting, sequencing, and capital investment decisions.

**SECTION 1 – GENERAL INFORMATION**

**1.1 Invitation**

The City of Fayetteville is soliciting Statements of Qualifications from qualified firms or multi-disciplinary teams to provide Facilities Condition Assessment, Space Utilization Study, and Facilities Master Plan services for the City’s facilities portfolio.

**1.2 Project Delivery Approach**

The City intends to procure one qualified team under a single RFQ and administer the work in two phases under one agreement or task authorization structure. Phase 1 will be completed first and will establish the facility condition baseline. Phase 2 represents a discretionary authorization and does not constitute a binding contractual obligation at the time of Phase 1 award. The City reserves the right to authorize, modify, or decline Phase 2 at its sole discretion following completion and acceptance of Phase 1.

**1.3 Schedule of Events**

MILESTONE	DATE
RFQ Issued	June 25, 2026
Deadline for Questions	July 16, 2026
SOQs Due	July 30, 2026

**1.4 Project Background & Funding Context**

The City of Fayetteville has initiated a Citywide Facility Inventory and Replacement Analysis as part of its capital improvement planning efforts.

- A. Funding Source: General Government Capital Project Fund – 041
- B. Department: Parks, Recreation & Maintenance
- C. District: All Districts

This initiative supports the City’s strategic objectives to be a desirable place to live, work, and recreate and to remain financially sound while providing exemplary services.

The project includes a full asset inventory, identification of facility assets, condition assessments, replacement scheduling considerations, and order-of-magnitude cost estimating to support long-term capital planning.

Total Anticipated Project Budget (Combined Phases): \$270,000. This budget is intended to support both Phase 1 and Phase 2 collectively. Final scope and fee allocation will be established through negotiation with the selected team.

## **SECTION 2 – SCOPE OF WORK**

### **2.0 Overview**

The City is seeking a qualified, multi-disciplinary team to provide a comprehensive Facilities Condition Assessment in Phase 1 and a Space Utilization Study and Facilities Master Plan in Phase 2. The City expects one coordinated team that can demonstrate expertise in both technical assessment and planning. Phase 2 will be authorized at the City's discretion following completion and acceptance of Phase 1.

### **2.1 PHASE 1 – FACILITIES CONDITION ASSESSMENT (FCA)**

#### **2.1.1 Project Initiation & Coordination**

- Conduct a project kickoff meeting with City staff.
- Review existing facility data, the Appendix B inventory, available drawings, maintenance records, and related background information.
- Develop a project work plan, site visit schedule, and data collection methodology.

#### **2.1.2 Facility Inspections**

- Perform non-destructive, on-site inspections of all facilities identified by the City.
- Evaluate, at a minimum, structural systems, building envelope components, mechanical systems, electrical systems, plumbing systems, fire protection and life safety systems, ADA accessibility considerations, and major site-related conditions such as parking, drainage, and access.
- Access to leased facilities is subject to applicable lease terms and third-party cooperation. The City does not warrant access to all properties listed in Appendix B. Consultant shall coordinate with the City regarding access limitations prior to scheduling inspections for any leased property.
- The City reserves the right to authorize targeted investigative or limited destructive testing on a facility-by-facility basis as an optional service, subject to separate written authorization.

#### **2.1.3 Condition Assessment & Lifecycle Analysis**

- Evaluate the current condition of each major building system.

- Assign condition ratings using a clear, consistent rating methodology.
- Estimate remaining useful life for major systems and identify observable deficiencies, code concerns, or operational issues.

#### **2.1.4 Capital Needs Assessment**

- Identify and categorize capital needs in immediate (0–5 years), mid-term (5–15 years), and long-term (15–20 years) timeframes.
- For each deficiency or capital need, provide a description, recommended corrective action, order-of-magnitude cost estimate, and priority ranking.

#### **2.1.5 Asset Database Development**

- Develop a comprehensive asset database including facility-level information, system-level condition data, and capital needs/cost projections.
- Deliver the database in editable Excel format at minimum; GIS-compatible structure is preferred.

#### **2.1.6 Phase 1 Deliverables**

- Facility condition reports for each assessed facility.
- Consolidated capital needs report.
- Digital asset database.
- Executive summary report of key findings and priorities.
- Presentation to City leadership and project stakeholders.

#### **2.1.7 Facility Documentation & Data Organization**

The Consultant shall assist the City in collecting, organizing, and digitizing available facility documentation.

- **Document Collection:** As-built drawings, specifications, renovation records, operations and maintenance (O&M) manuals, and inspection reports from departments, archives, and consultants.
- **Document Organization:** Categorize documentation by facility and system, identify gaps, and recommend priorities.
- **Digital File Structure:** Create standardized naming conventions and folder structure compatible with City systems.
- **Data Integration:** Link documents to the facility asset database and support integration with GIS or asset management systems

## **2.2 PHASE 2 – SPACE UTILIZATION STUDY & FACILITIES MASTER PLAN**

Phase 2 services will be authorized at the City's discretion after Phase 1 is completed and accepted.

### **2.2.1 Project Initiation**

- Review and incorporate accepted Phase 1 findings.
- Confirm scope priorities, facility focus areas, and planning objectives with the City.

### **2.2.2 Stakeholder Engagement**

- Conduct interviews and workshops with department leadership and key operational staff.
- Identify operational challenges, service delivery needs, growth expectations, and special functional requirements.

### **2.2.3 Space Utilization Analysis**

- Evaluate current space usage, efficiency, departmental adjacencies, workflow relationships, and opportunities for optimization.
- Identify underutilized areas, overcrowded conditions, and operational constraints.

### **2.2.4 Space Programming & Needs Assessment**

- Define departmental space requirements and future needs over 5-, 10-, and 20-year horizons.
- Document special functional, public service, support, storage, and technology-related needs.

### **2.2.5 Facilities Master Planning**

- Develop a Citywide Facilities Master Plan that compares existing facilities to future operational needs.
- Evaluate renovation, consolidation, expansion, replacement, and new construction scenarios.
- Provide strategic recommendations for facility investments and sequencing.

### **2.2.6 Capital Improvement Planning**

- Develop a prioritized Capital Improvement Plan with short-term (1–5 years), mid-term (5–15 years), and long-term (15–20 years) implementation strategies.
- Provide preliminary cost estimates and high-level funding/implementation considerations.

### **2.2.7 Phase 2 Deliverables**

- Space utilization report.
- Space needs and programming report.
- Facilities Master Plan.
- Capital Improvement Plan.

- Executive summary.
- Final presentation to City leadership and, if requested, Council.

### **SECTION 3 – STATEMENT OF QUALIFICATIONS REQUIREMENTS**

Submittals shall be concise, well organized, and clearly demonstrate the team’s qualifications to perform both phases of the work.

At minimum, the SOQ shall include the following:

- Cover letter.
- Executive summary of the team’s understanding of the project and why the team is best suited for the assignment.
- Project approach describing how the team will execute the phased strategy, coordinate disciplines, and manage quality.
- Team structure with prime/subconsultant roles and clear identification of the lead for Facilities Condition Assessment and the lead for Space Utilization / Master Planning.
- Key personnel resumes and responsibilities.
- A minimum of three relevant Facilities Condition Assessment projects with reference information.
- A minimum of three relevant space planning, programming, or facilities master planning projects with reference information.
- Project schedule / capacity statement
- Describe HUB outreach efforts, any HUB firms identified for participation, assigned scope, and commitment levels. If no HUB participation is proposed, provide a written explanation of good faith efforts made

### **SECTION 4 – CONSULTANT SELECTION PROCESS**

#### **4.1 Selection Method**

The City will use a Qualifications-Based Selection process. The City may shortlist teams for interviews prior to final selection.

#### **4.2 Evaluation Criteria**

Each SOQ shall clearly address the criteria below. Failure to provide sufficient detail may result in a lower evaluation score.

### **Firm Experience**

Provide demonstrated experience in both technical Facilities Condition Assessments and facilities planning. The team shall include at least three comparable FCA projects and three comparable master planning / space planning projects, with references for each.

### **Project Approach & Understanding**

Describe methodology, data collection, coordination between technical and planning disciplines, stakeholder engagement approach, quality control, and how the phased structure will be managed.

### **Key Personnel**

Provide an organizational chart, roles and responsibilities, and resumes for key personnel. Clearly identify the project manager and discipline leads and describe their availability.

### **Schedule & Capacity**

Demonstrate the team's capacity to perform the work within the required timeframe and identify any schedule risks and mitigation strategies.

### **HUB Participation**

- Describe HUB outreach efforts, any HUB firms identified for participation, assigned scope, and commitment levels. If no HUB participation is proposed, provide a written explanation of good faith efforts made

## **SECTION 5 – FEE NEGOTIATION**

Following evaluation, the City will enter into negotiations with the highest-scoring team to establish a detailed scope of services, phase structure, and fair and reasonable fee. If negotiations are unsuccessful, the City may terminate negotiations and proceed to the next highest-scoring team.

Phase 1 scope and fee shall be negotiated and documented prior to any discussion of Phase 2 terms. The parties may execute a contract for Phase 1 services without binding Phase 2 scope or fee.

Any offeror who believes the City has failed to comply with applicable procurement requirements may submit a written protest to the Purchasing Manager within 7 days of the action giving rise to the protest, in accordance with the City's procurement protest policy.

## **SECTION 6 – APPENDICES**

Appendix A – Facility Inventory Provided by the City

Appendix B – Professional Services Agreement

**Appendix A – Facility Inventory**

Parcel Number	Civic Number	Address	City - Zipcode	Description	Comments
	1116	71st School Rd	Fayetteville, 28314	Fire Station 8	
	400	Airport Rd	Fayetteville, 28306	Fayetteville Regional Airport	
0437-71-4633-	333	Alexander St.	Fayetteville, 28301	Sign Shop	
0437-71-2413-	335	Alexander St.	Fayetteville, 28301	Streets Dept.	
	339	Alexander St.	Fayetteville, 28301	Traffic Services	
0437-87-3286-	602	Ann St.	Fayetteville, 28301	Irrigation/Hortic ulture Shop	
0406-03-8326-	6701	Bailey Lake Rd.	Fayetteville, 28304	Fire Station 17	
	1368	Belvedere Avenue	Fayetteville, 28305	Mazarick Park Side 1	
0428-90-6947-	1400	Belvedere Avenue	Fayetteville, 28305	Mazarick Park Side 2	
	135	Blount St	Fayetteville, 28301	E. E. Smith House	Vacant
	739	Blue St	Fayetteville, 28301	Senior Center Building	
	739	Blue St	Fayetteville, 28301	Senior Center Cafeteria	
0408-36-6600-	311	Bonanza Dr	Fayetteville, 28303	Ponderosa Park Restrooms/Conc ession	
0408-24-7875-	265	Bonanza Dr.	Fayetteville, 28301	Westover Pool Restrooms/Conc ession	
0408-24-7875-	267	Bonanza Dr.	Fayetteville, 28301	Westover Recreation Center	
0426-15-9804-	3040	Boone Trail Exd	Fayetteville, 28304	Fire Station 5	
0437-45-2370-	100	Bragg Blvd	Fayetteville, 28301	Freedom Park Comfort Station	

0437-46-2194-	300	Bragg Blvd	Fayetteville, 28303	NC Veterans Park Welcome Center	
0437-35-6288-	101	Bragg Blvd.	Fayetteville, 28301	Freedom Park	
	539	Bragg Blvd.	Fayetteville, 28301	Future Maker's Space	Currently vacant/interior demo'd
		Brooks St	Falcon, 28342	J. O. Humphries Park Restrooms	
	1612	Camden Rd	Fayetteville, 28306	Massey Hill Recreation Center	
0446-73-1915-	1126	Cedar Creek Rd.	Fayetteville, 28312	Fire Station 16	
9485-78-0903-	7465	Century Cir	Fayetteville, 28306	New Century Concession Stand	
	175	Circle Dr	Stedman, 28391	Stedman Recreation Center	
0407-26-0401-	6404	Cliffdale Rd	Fayetteville, 28314	Cliffdale Recreation Center	
0417-46-6541-	4439	Cliffdale Rd	Fayetteville, 28314	Fire Station 6	
9487-35-1813-	8434	Cliffdale Rd.	Fayetteville, 28314	Fire Station 15	
	3059	Control Tower Rd	Fayetteville, 28306	Fire Station 10	
	352	Devers St	Fayetteville, 28303	Honeycutt Park Restrooms/Conc ession	
0428-30-3203-	352	Devers St	Fayetteville, 28303	Kiwanis Recreation Center	
	500	Fisher St	Fayetteville, 28301	Spivey Concession/Rest rooms	
0436-88-4845-	500	Fisher St	Fayetteville, 28301	Spivey Recreation Center	

0428-30-3203-	2605	Fort Bragg Rd	Fayetteville, 28303	Junior League Building	
<del>0437-34-9426-</del>	<del>505</del>	<del>Franklin St</del>	<del>Fayetteville, 28301</del>	<del>FAST Multi- Modal Center</del>	
0437-53-2887-	325	Franklin St.	Fayetteville, 28301	Transportation Museum	
0437-76-6931-	214	Gray St.	Fayetteville, 28301	Gray Street Horticulture Shop	
	214	Gray St.	Fayetteville, 28301	Gray Street Storage Building	
0437-64-5296-	116	Green St	Fayetteville, 28301	Fascinate-U Museum	
<del>0437-95-6043-</del>	<del>455</del>	<del>Grove St.</del>	<del>Fayetteville, 28301</del>	<del>Environmental Services/Transit Admin</del>	
	4200	Hall Park Rd	Fayetteville, 28306	Hall Park Restrooms/Conc ession	
	328	Hamilton St	Fayetteville, 28301	Tokay Recreation Center	
0437-44-5640-	467	Hay St	Fayetteville, 28301	Hay St. Police Department	
		Hay St	Fayetteville, 28301	Market House	
0437-45-5033-	472	Hay St.	Fayetteville, 28301	Amtrak/Subway	
0437-54-5209-	301	Hay St.	Fayetteville, 28301	Art Center	
0437-44-8417-	433	Hay St.	Fayetteville, 28301	City Hall	
0437-54-7496-	222	Hay St.	Fayetteville, 28301	Cool Spring Downtown District	
0438-52-3818-	1314	Hillsboro St.	Fayetteville,	Old Fire Station 3	
	1455	Hoke Loop Rd	Fayetteville, 28314	Lake Rim Recreation Center	

	307	Hope Mills Rd.	Fayetteville, 28304	Fire Logistics Office	
0416-16-8661-	911	Hope Mills Rd.	Fayetteville, 28304	Fire Station 12	
0416-46-9601-	1616	Ireland Drive	Fayetteville, 28304	Douglas Byrd Concession	
	4665	Lakewood Dr	Fayetteville, 28306	E. Melvin Honeycutt Restroom/Conce ssion	
	220	Lamon St	Fayetteville, 28301	Lamon Street Park Concession	
0437-85-4509-	280A	Lamon St.	Fayetteville, 28301	Building Maintenance/Tre es/Cemetary/RO W Shop	
0437-76-6931-	121	Lamon St.	Fayetteville, 28301	Parks and Recreation Admin	
0437-85-4509-	280	Lamon St.	Fayetteville, 28301	Parks and Recreation Admin	
0438-03-7602-	632	Langdon St	Fayetteville, 28301	Fire Station 14	
	706	Langdon St	Fayetteville, 28301	Police PAL Building	
0437-88-1085-	704	Marsh St,	Fayetteville, 28301	Marsh St. Storage Building	
0437-53-3869-	148	Maxwell St.	Fayetteville, 28301	Cape Fear Studios/Transpor tation Museum Annex	
	665	N Eastern Blvd	Fayetteville, 28301	Police Vehicle Install	
0447-24-4833-	670	N Eastern Blvd	Fayetteville, 28301	Police Training Center	
0427-95-5828-	101	N Olive St,	Fayetteville, 28305	Fire Station 2	
0447-15-0393-	555	North Eastern Blvd	Fayetteville, 28301	Dog Park Storage/Police Building	

	3637	Pembroke Ln	Eastover, 28312	Eastover Recreation Center	
0447-02-5655-	131	Pepsi Lane	Fayetteville,	Fleet Maintenance/Construction Management	Lease facility
	607	Person St.	Fayetteville, 28301	Fire Station 1	
0447-12-3398-	913	Person St.	Fayetteville, 28301	Hope Center	
0426-29-6303-	1600	Purdue Dr	Fayetteville, 28304	Gilmore Recreation Center	
	6147	Raeford Rd	Fayetteville, 28304	Cross Creek Police Substation	Lease facility
9486-46-3296-	7690	Raeford Rd.	Fayetteville, 28304	Fire Station 11	
	6901	Ramsey St	Fayetteville, 28311	Pine Forest Recreation Center	
0439-71-0511-	3200	Ramsey St	Fayetteville, 28301	Reid Ross Concession/Restrooms	
0437-67-4140-	515	Ramsey St.	Fayetteville, 28301	Barges Tavern	Leased to others
0437-67-4140-	519	Ramsey St.	Fayetteville, 28311	Beldon-Horne House	Leased to others
	225	Ray Ave	Fayetteville, 28301	Festival Park Plaza	Lease on 1st floor
	345	Ray Ave	Fayetteville, 28301	Festival Park Restrooms	
0437-55-3839-	335	Ray Ave	Fayetteville, 28301	Festival Park Stage/Dressing Rooms	
9487-64-4832-	1347	Rim Rd.	Fayetteville, 28314	E. E. Miller Recreation Center	
0427-91-2548-	1018	Rochester Dr	Fayetteville, 28305	Myers Recreation Center	

	7411	Rockfish Rd	Fayetteville, 28306	Stoney Point Recreation Center	
	4945	Rosehill Rd	Fayetteville, 28311	Bates Pool Restrooms/Chan ging Rooms	
0520-91-9565-	4945	Rosehill Rd	Fayetteville, 28311	College Lakes Recreation Center	
0439-01-5915-	3225	Rosehill Rd	Fayetteville, 28301	Fire Station 3	
0408-46-2888-	5091	Santa Fe Dr	Fayetteville, 28303	Fire Station 9	
	2964	School Rd	Hope Mills, 28348	Grays Creek Rec	
	1367	Shadbush Ln	Fayetteville, 28301	Mable Smith Park Restrooms	
	631	Sherman Dr	Fayetteville, 28301	Clark Park	
	1520	Slater Ave	Fayetteville, 28301	Chalmers Pool	
	1520	Slater Ave	Fayetteville, 28301	Smith Recreation Center	
0530-42-3747-	301	Stacy Weaver Dr	Fayetteville, 28311	Fire Station 7	
0428-20-9811-	406	Stamper Rd	Fayetteville, 28303	Fire Station 4	
0418-63-0677-	3811	Sycamore Dairy Rd.	Fayetteville, 28303	Campbelltown Police Substation	Lease facility
9486-58-5628-	2214	Tar Kiln Dr	Fayetteville, 28304	Lake Rim Park Ranger Station/Maintena nce Shop/Restrooms	
	4846	Tranquil Dr	Fayetteville, 28311	College Lakes Park	
0437-26-7682-	725	W Rowan St.	Fayetteville, 28301	Lions Club	
	3841	Walsh Parkway	Fayetteville, 28311	Fire Station 19	

0439-71-7664-	328	West Hamilton Street	Fayetteville, 28301	Tokay Recreation Center	
	2165	Wilmington Hwy	Fayetteville, 28306	Arnette Park Maintenance Shop	
	2165	Wilmington Hwy	Fayetteville, 28306	Arnette Park Office/Storage Building	
	2165	Wilmington Hwy	Fayetteville, 28306	Arnette Park Police Building	

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES BETWEEN

CITY OF FAYETTEVILLE  
FAYETTEVILLE, NORTH CAROLINA

AND

CONSULTANT

APRIL \_\_\_\_\_, 2025

DRAFT

**STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND**

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTING SERVICES**

**THIS AGREEMENT**, effective the day \_\_ of \_\_, 2025 by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and **CONSULTANT** (hereinafter referred to as **CONSULTANT**), **ADDRESS**

**WITNESSETH:**

**WHEREAS, CITY**, is engaged in the operation and maintenance of facilities and services which from time to time require revision, renovation and extension of existing facilities, and the construction of new facilities and other related projects; and

**WHEREAS**, the professional services of engineers, architects, surveyors and others will from time to time in the future be needed by the **CITY** in the renovation of existing facilities, and in the construction of new facilities and other related projects; and

**WHEREAS**, pursuant to N.C.G.S. § 143-64.31 it is the public policy of this State that municipalities announce all requirements for architectural, engineering and surveying services, to select firms qualified on the basis of demonstrated competence and qualification and to negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

**WHEREAS, CONSULTANT** provides professional **TYPE** consulting services of the nature required by the **CITY** and employs trained and experienced engineering, technical and/or other personnel possessing adequate knowledge, skills and experience to provide professional services to the **CITY**; and

**WHEREAS**, the parties contemplate that the on-call services of **CONSULTANT** will be performed on an as needed basis, in various stages in accordance with separate authorizations to be issued by **CITY**, and the parties desire to set forth the basic terms of their agreement in this Professional Services Agreement rather than in separate authorizations to be issued by **CITY**.

**NOW THEREFORE, IN CONSIDERATION** of the premises and the mutual covenants herein contained, the parties hereto do hereby contract and agree as follows:

**ARTICLE 1. TERM OF AGREEMENT.** The term of this Professional Services Agreement for Consulting Services shall be for three (3) years from the date it is effective. The Agreement may be extended thereafter by mutual written agreement of the parties.

**1.1. ASSIGNMENT.** It is the intent of this Professional Services Agreement to secure the professional **TYPE** services of **CONSULTANT** and failure of **CONSULTANT** for any reason to make the professional engineering services available to the **CITY** for the purposes described in this Professional Services Agreement shall be cause for termination of this Agreement. **CONSULTANT** shall not assign this Agreement without prior written consent of the **CITY**. Nothing contained in this paragraph shall prevent **CONSULTANT** from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist **CONSULTANT** in the performance of services rendered.

**ARTICLE 2. COMPENSATION.** **CONSULTANT** shall submit to **CITY** monthly invoices for services performed and accepted during that month. **CITY** agrees to pay **CONSULTANT**'s monthly invoice within thirty (30) days after said invoice is received by the **CITY**. Adjustments to an invoice for billing errors may extend the time for payment. For clarity, compensation to **CONSULTANT** shall be based upon task and/or work authorizations that are provided to and agreed upon by the **CITY**. The signing of this Professional Services Agreement does not bind or obligate the **CITY** to pay **CONSULTANT** any compensation.

**2.1. VERIFICATION OF INVOICES.** **CITY** has the right to require the **CONSULTANT** to produce for inspection all **CONSULTANT**'s time records, salaries of personnel and charges for direct expenses for which cost-plus compensation is provided. **CONSULTANT** agrees to provide **CITY** with said records on a timely basis and cooperate with **CITY** to verify the accuracy of all invoices.

**2.2. NON-APPROPRIATION.** Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the **CITY** are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the **CITY** to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the **CITY**.

**ARTICLE 3. PROFESSIONAL STANDARDS AND DUTIES OF CONSULTANT.** **CONSULTANT** shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for **CITY** as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Cumberland County, North Carolina. **CONSULTANT** warrants that the professional engineering services completed for **CITY** under this Agreement shall be performed utilizing the degree of care and skill exercised by diligent and prudent members of the same profession performing similar services on a national basis. **CONSULTANT** agrees that the professional engineering services performed shall be in a safe and workmanlike manner in compliance with all applicable laws, ordinances and regulations or rules. All professional engineering services provided by the **CONSULTANT** which are, or

must be, performed by licensed professionals, will be performed by such professionals licensed by the State of North Carolina.

**3.1. CONSULTANT NOT RESPONSIBLE FOR CONSTRUCTION MEANS OR SAFETY.** Notwithstanding anything to the contrary: **CONSULTANT** for general construction projects shall not be responsible for any general contractor's or other project participant's failure to fulfill their contractual responsibilities to the **CITY**, nor shall **CONSULTANT** be responsible for construction means, methods, techniques, sequences, or procedures. Neither shall **CONSULTANT** be responsible for a project safety program or safety precautions unless **CONSULTANT** sets forth a safety program which is accepted by **CITY** and becomes a part of the agreement between the parties.

**3.2. CONSULTANT AS CONSTRUCTION MANAGER.** In the event the **CITY** contracts with the **CONSULTANT** to provide Construction Management Services, but subject to Article 4.1, the **CONSULTANT** shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with the plans and specifications. In no event shall **CONSULTANT** be responsible for any contractor's, subcontractor's, vendor's, or other project participant's failure to comply with federal, state or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards unless it has contracted with the **CITY** to do so.

**ARTICLE 4. ESTIMATES OF COST AND TIME.** Although **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor's, subcontractor's, or vendor's methods of determining prices, or over competitive bidding or market conditions, nevertheless **CONSULTANT's** cost estimates and time estimates shall be made on the basis of current labor and material prices and the **CONSULTANT's** experience and qualifications, and **CONSULTANT's** estimates shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). Although **CONSULTANT** has no control over the resources provided by contractors to meet contract schedules, nevertheless **CONSULTANT's** estimates or forecast of schedules shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). **CONSULTANT** does not guarantee that project costs and schedules will not vary from the estimates and schedules given to **CITY**.

#### **ARTICLE 5. LIABILITY, INDEMNIFICATION AND INSURANCE.**

**5.1. GENERAL.** The **CITY** and **CONSULTANT** have considered the risks and potential liability that may exist during the performance of services by **CONSULTANT** and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, **CONSULTANT** shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

**5.2 INDEMNITY & PROFESSIONAL LIABILITY INSURANCE.** To the extent permitted by law, **CONSULTANT** agrees to indemnify and hold harmless the **CITY** and its

elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage to the extent caused by any negligent or tortious act, omission or negligence of **CONSULTANT**, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the **CITY** by **CONSULTANT** does not constitute a waiver of the **CITY**'s governmental immunity in any respect under North Carolina law. **CONSULTANT** agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A.

**5.3 INDEMNITY & GENERAL LIABILITY INSURANCE.** **CONSULTANT** agrees to indemnify and hold the **CITY**, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of **CONSULTANT**, **CONSULTANT**'s employees, and **CONSULTANT**'s subcontractors, for whom **CONSULTANT** is legally responsible during the performance of services under this Agreement. **CONSULTANT** shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance ("CGL") with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the **CITY** as an additional insured and which said insurance provides **CONSULTANT** with insurance for contractual liability which **CONSULTANT** has assumed pursuant to the terms of this Agreement.

**5.4. OTHER INSURANCE.** In addition to professional liability insurance and commercial general liability insurance set forth above, **CONSULTANT** further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- Worker's Compensation Insurance as required by North Carolina law and said policy shall also afford coverage to **CONSULTANT** for employer's liability.
- Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- The CGL policy required above shall include independent contractor liability coverage.
- If applicable, the CGL policy required above shall provide **CONSULTANT** with products and completed operations insurance. Said coverage is to be written on an occurrence basis, with coverage extended for such a period of time in which suits can be filed before the running of the statute of limitations, on any claim for injury to person or property due to negligence of **CONSULTANT** in the design of any building designed by the **CONSULTANT** under the terms of this Agreement.

**5.5. CERTIFICATES OF INSURANCE.** **CONSULTANT** shall provide to **CITY**, within a reasonable time after request, certificates from the insurer(s) indicating the amount of insurance coverage, the nature of such coverage, and the expiration date of the policy for each of the insurance coverage requirements contained in Article 5.

**ARTICLE 6. INDEPENDENT CONTRACTOR.** **CONSULTANT** is an Independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an Independent Contractor at all times. **CONSULTANT** shall be wholly responsible for the methods, means and techniques of performance. **CITY** shall have no right to supervise methods and techniques of performance employed by **CONSULTANT**, but **CITY** shall have the right to observe such performance.

**ARTICLE 7. COMPLIANCE WITH LAWS.** **CONSULTANT** agrees that in performing services pursuant to this Agreement to comply with all applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards. **CONSULTANT** shall be responsible for procuring all permits, certificates, and licenses necessary to allow **CONSULTANT** to perform services under this Agreement. **CONSULTANT** shall not be responsible for procuring permits required for the construction of any building, unless such responsibility is specifically agreed to by **CONSULTANT**.

**ARTICLE 8. CITY'S RESPONSIBILITIES.** **CITY** will furnish to **CONSULTANT** all of **CITY'S** requirements for the project, including, but not limited to, scope of work, program, time constraints, schedule milestones, financial constraints, design objectives and design constraints, which are available to the **CITY** or which the **CITY** can reasonably obtain to furnish to **CONSULTANT** to enable **CONSULTANT** to respond to **CITY**. Additionally, the **CITY** shall also be responsible for the following:

- Make final decisions utilizing information supplied by **CONSULTANT**.
- Designate personnel to represent **CITY** in matters involving the relationship between **CITY**, **CONSULTANT** and third parties.
- Provide such accounting, independent cost estimating, and insurance counseling services as may be required by the project.
- Provide such legal services as **CITY** may require or **CONSULTANT** may reasonably request with regard to legal issues pertaining to the project, including those which may be raised by contractors, subcontractors, vendors or other project participants.
- Enter into contracts for the purchase, construction, or other services with contractors, subcontractors, and vendors.
- Provide financing for the project and make all payments in accordance with the terms of the contract.

**ARTICLE 9. TERMINATION OF CONTRACT FOR CAUSE.** In the event of substantial failure by **CONSULTANT** to perform in accordance with the terms of this contract, the **CITY** shall have the right to terminate **CONSULTANT** upon ten (10) calendar days' written notice in which event **CONSULTANT** shall have neither the obligation nor the right to perform further services under this contract nor shall the **CITY** be obligated to make any further payment for work that has not been performed. **CONSULTANT** shall provide the **CITY** all reports, surveys or other related documents upon the **CITY'S** request.

**ARTICLE 10. TERMINATION OF CONTRACT FOR CONVENIENCE.** Upon thirty (30) calendar days' written notice to **CONSULTANT**, **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 executed in accordance with this Agreement prior to the effective date 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 thirty (30) days after the written notice is sent by the **CITY**. Upon request by the **CITY**, **CONSULTANT** shall provide to the **CITY** all reports, surveys or other related documents upon the **CITY's** request and at the **CITY's** cost. **CONSULTANT** has no liability for **CITY's** use of incomplete reports, surveys or related documents.

**ARTICLE 11. NONDISCLOSURE OF PROPRIETARY INFORMATION; OWNERSHIP.**

**11.1 NONDISCLOSURE.** **CONSULTANT** shall consider all information provided by **CITY** and all drawings, reports, studies, calculations, plans, specifications, and other documents resulting from the **CONSULTANT'S** performance of the services to be proprietary, unless such information is available from public sources. **CONSULTANT** shall not publish or disclose proprietary information for any purposes other than the performance of the services without the prior written authorization of **CITY**. **CONSULTANT** shall not make any written or verbal statement to any press or news media concerning the Project without the written authorization of **CITY**.

**11.2 OWNERSHIP OF DOCUMENTS.** All documents, including drawings and specifications prepared by **CONSULTANT** pursuant to this **AGREEMENT**, are instruments of service in respect of the Project and are owned by **CONSULTANT**. They are not intended or represented to be suitable for reuse by **CITY** or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by **CONSULTANT** for the specific purpose intended will be at **CITY's** sole risk and without liability to **CONSULTANT**. Any such verification or adaptation will entitle **CONSULTANT** to further compensation at rates to be agreed upon by **CITY** and **CONSULTANT**. Such documents shall be kept confidential by **CITY**.

**ARTICLE 12. NOTICE.** Any formal notice, demand, or request required by or made in connection with this agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CITY:                   **CITY OF FAYETTEVILLE**  
                                  ATTENTION: **CITY'S CONTACT NAME HERE**  
                                  **CITY'S CONTACT TITLE HERE**  
                                  433 HAY STREET  
                                  FAYETTEVILLE, NORTH CAROLINA 28301

TO CONSULTANT: **CONSULTANT**  
**ATTENTION: CONSULTANT'S CONTACT NAME HERE**  
**[CONSULTANT'S CONTACT TITLE HERE]**  
**ADDRESS**  
**CITY, STATE ZIP**

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of **CONSULTANT** and **CITY**.

**ARTICLE 13. FORCE MAJEURE.** Neither party shall be deemed to be in default of its obligations hereunder or responsible for any delay or failure of performance 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.

**ARTICLE 14. GOVERNING LAW.** The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

**14.1. STATUTE OF LIMITATIONS.** No action, regardless of form, arising out of this Agreement may be brought by either party after the applicable statute of limitations giving rise to the alleged cause of action.

**ARTICLE 15. MISCELLANEOUS.**

**15.1. NONWAIVER FOR BREACH.** No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

**15.2. PRECEDENCE.** In the event of any conflict or discrepancy between the terms of this Agreement and the specific written authorization to proceed pursuant to this Agreement, then the written authorization to proceed shall be given precedence over this Agreement in resolving such conflicts or discrepancies. If any conflict or discrepancy is discovered by either party hereto, then the written authorization to proceed, or this Agreement, shall be modified or amended, as necessary.

**15.3. 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.

**ARTICLE 16. INTEGRATED AGREEMENT.** The **CITY**'s authorization to proceed and this Professional Services Agreement for Consulting Services shall be integrated into and

shall become the integrated agreement between the parties. **CONSULTANT** and **CITY** agree that all prior negotiations, representations, letters, agreements, understandings, or other communications between them, whether written or oral, are hereby merged into the Agreement and that the Agreement supersedes all such prior negotiations, contracts and/or agreements. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both **CONSULTANT** and **CITY**.

**ARTICLE 17. BENEFITS LIMITED TO PARTIES.** Nothing herein shall be construed to give any right or benefits hereunder to anyone other than **CITY** and **CONSULTANT**.

**ARTICLE 18. VENUE AND FORUM.** The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the Parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the Parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

**ARTICLE 19. E-VERIFY.** **CONSULTANT** 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. **CONSULTANT** 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). **CONSULTANT** hereby pledges, attests and warrants through execution of this Agreement that **CONSULTANT** complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by **CONSULTANT** shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

**ARTICLE 20. MORALITY CLAUSE.** If, in the sole opinion of the **CITY**, at any time **CONSULTANT** or 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 **CONSULTANT**, 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**.

**ARTICLE 21. PROTEST OF PROCUREMENT.** 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 two (2) calendar days of bid award. Responses will be in writing by email and first-class mail not later than seven (7) calendar days following receipt of said protest by the Purchasing Manager.

**ARTICLE 22. DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR THAT INVEST IN IRAN CERTIFICATION.** **CONSULTANT** certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. § 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, **CONSULTANT** further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the **CITY** for any and all damages, costs and attorneys' fees incurred by the **CITY** in connection with any valid claim, brought by a third party, that this Agreement or any part thereof is void due to **CONSULTANT** appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

**ARTICLE 23. CITY'S TERMS SUPERSEDE.** To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

**ARTICLE 24. SURVIVAL OF TERMS.** All warranties, covenants, and representations contained within this Agreement and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this Agreement. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Agreement or other applicable work undertaken in furtherance of this Agreement.

**ARTICLE 25. NON-DISCRIMINATION.** **CONSULTANT** 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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

**ATTEST:**

**CITY OF FAYETTEVILLE**

\_\_\_\_\_  
JENNIFER L. AYRE  
City Clerk

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

DATE: \_\_\_\_\_

**CONSULTANT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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