

**CITY OF FAYETTEVILLE  
WORK AUTHORIZATION  
FOR  
PROFESSIONAL SERVICES  
BY  
FREESE AND NICHOLS, INC.**

---

In accordance with the General Services Agreement (Agreement) dated \_\_\_\_\_, between THE CITY OF FAYETTEVILLE (hereinafter called OWNER) and FREESE AND NICHOLS, INC. (hereinafter called CONSULTANT), OWNER hereby authorizes CONSULTANT to proceed and CONSULTANT agrees to perform in accordance with the terms of the Agreement and this Work Authorization, the following services for the following Project:

**I. PROJECT**

This Work Authorization is for professional services related to:

Freese and Nichols will provide professional engineering and architectural services in the form of project management services for Devonwood Lower Dam Hurricane Matthew repair project.

**II. AGREEMENT & SCOPE OF SERVICE**

The terms of the Agreement are incorporated herein by reference as if written herein and the parties confirm that its terms are a part of this Work Authorization.

The Scope of Services to be provided by CONSULTANT, in connection with this Authorization is as follows:

FNI will provide project management services to the City to act as the owner's representative to coordinate the implementation of the Devonwood Lower Dam repairs.

The services are broken out in the following phases (See attached Exhibit A for the detailed scope.):

- A. Public Relations and Reporting
- B. Design Management
- C. Concurrent Coordination
- D. Bid Document Preparation

Deliverables

- Timeframe in accordance with schedule provided by the Owner
- Scope in accordance with Exhibit A
- Contracts for advertisement of construction
- Weekly updates
- Meeting minutes

The CONSULTANT shall request written confirmation and or execute an additional Work Authorization describing any scope change before performing any work beyond the scope specified in this Work Authorization. The confirmation shall identify any change in compensation and/or delay in completion which the scope changes entails and must be approved by the City Manager or his designee.

**III. RESPONSIBILITIES**

The responsibilities of the OWNER and CONSULTANT, in addition to those provided in the Agreement which are specific to this Project, are as follows:

- Owner will provide documents and limited guidance to allow the consultant to perform the work within the standard policies and requirements of the City of Fayetteville.
- Consultant will act as the owner's representative and owner's project manager to coordinate and review the selected design engineering firm for Devonwood Lower Dam. All activities from the initiation of design by the design firm to the completion of bid documents will be managed and overseen by the consultant while acting as the owner's representative.

**IV. COMPENSATION**

OWNER shall compensate CONSULTANT for providing the services set forth herein in accordance with the terms of the Agreement.

The services listed within contain lump sum phases.

In the absence of a lump sum fee agreement, it is understood and agreed that:

1. CONSULTANT will perform under this Agreement on a best effort, not-to-exceed ceiling price basis and will notify OWNER when the ceiling price as indicated in Exhibit A will be exceeded.

2. The total combined lump sum compensation (including travel) for this Work Authorization for services provided for the Devonwood Lower Dam project is \$119,450 (see Exhibit A for breakdown of fees). CONSULTANT shall not continue performing work in excess of this amount without further specific authorization.

Payment shall be made in accordance with the terms of the above referenced Agreement.

**V. SCHEDULE**

All work under this Work Authorization is anticipated to begin March 1, 2018 and estimated to be complete by March 1, 2020.

**VI. MISCELLANEOUS**

1. The terms in this Work Authorization shall have the same meaning as provided in the Agreement.
2. As mandated by N.C. Gen. Stat. § 147-86.59(a), CONSULTANT certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. CONSULTANT further certifies that, in accordance with N.C. Gen. Stat. § 147-86-59(b), it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. CONSULTANT certifies that the signatory to this Work Authorization is authorized by CONSULTANT to make the foregoing statement.
3. CONSULTANT acknowledges that "E-Verify" is the federal E-Verify program operated by the U.S. 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 N.C. Gen. Stat. § 64-26(a). CONSULTANT pledges, attests and warrants through execution of this contract that CONSULTANT 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 CONSULTANT shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Work Authorization.

AUTHORIZATION NO. \_\_\_\_\_

CONSULTANT ACCEPTANCE:

Freese and Nichols, Inc.

BY: M. W. G. B.

TITLE: Vice President / Principal

DATE: 3/12/18

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

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

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

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

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

\_\_\_\_\_  
Cheryl Spivey, Finance Director

## EXHIBIT A

### PROJECT MANAGEMENT

The following scope of services for Professional Engineering and Architectural Services for Project Management only pertains to Devonwood Lower Dam.

The services for this project are broken out in the following phases:

- A. Public Relations & Reporting
- B. Design Management
- C. Concurrent Coordination
- D. Bid Document Preparation

Assumed Durations

Design/Permit/Bid Preparation – Approx. 8 months

#### **A. Public Relations & Reporting**

- 1. Public Relations
  - a. Webpages
    - I. The City will provide a webpage along with any graphics, links and visual effects they desire
    - II. FNI will provide information on a weekly basis to the webmaster so they can keep the webpages updated
    - III. FNI will supplement webpage information as needed
  - b. Public Meetings – FNI will facilitate up to one (1) public meeting to be held at milestone acceptable to the City
  - c. Council Presentations (2) – FNI will present to Council up to two (2) times throughout the duration of the contract.
- 2. Reporting – FNI will provide weekly reports to the City throughout the life of the contract.

#### **B. Design Management**

- 1. Kick-off Meeting – FNI will schedule and facilitate a kick-off meeting, including a site visit, with the selected design firms' team
- 2. Progress Meetings – FNI will conduct a conference call with the design firm on a weekly basis to discuss progress and outstanding issues.
- 3. Quality Control
  - a. FNI will perform document reviews at 35%, 70%, 90% and 100% submittals.
    - I. Comments will be provided to the designer
    - II. Designer's response to the comments should be enclosed with their next submittal
  - b. FNI will perform one (1) constructability review

### C. Concurrent Coordination

1. FEMA Compliance – FNI will coordinate with the City’s FEMA consultant, City, designers and contractors to maintain compliance as required by FEMA for compliance with their programs and to obtain reimbursement. Up to one (1) meeting with the City’s FEMA representative is included.
2. Permitting
  - a. City’s selected design team will lead permitting effort and obtain all permits
  - b. FNI will facilitate progress meetings as needed to stay on schedule
  - c. FNI will attend up to two (2) meetings with NC Dam Safety
3. Utility Coordination
  - a. FNI will facilitate utility coordination meetings at 35% and 90%
  - b. FNI will assist with agreements as needed.

### D. Bidding

1. FNI will compile contract documents utilizing the plans and specifications from the designers as well as the standard forms from the City’s purchasing department. FNI will coordinate with the City’s purchasing department to provide these documents in a manner that complies with the City’s policies.
2. The City’s purchasing agent will then advertise the project for bid if they so choose.

### Future Tasks Not Included in This Scope of Work (but can be added as Additional Services)

1. Pre-bid Meeting Facilitation
2. Bid Tabulation and Recommendation of Award.
3. Preconstruction Meeting Facilitation
4. Document Controls
5. Inspection
6. Progress Meetings
7. Submittal Review from Contractors
8. Construction Closeout

### Compensation

This work authorization contains lump sum-based work. The Lump Sum for the project of this Work Authorization is shown below.

#### Devonwood Lower Dam

A. Public Relations and Reporting	\$29,990
B. Design Management	\$50,960
C. Concurrent Coordination	\$21,800
D. Bidding	\$16,700
TOTAL LUMP SUM for Project Management	\$119,450

**TOTAL FEE FOR DEVONWOOD LOWER DAM: \$119,450**