

**CITY OF FAYETTEVILLE
WORK AUTHORIZATION
FOR
PROFESSIONAL SERVICES
BY
Rummel, Klepper & Kahl, LLP (RK&K)**

In accordance with the Professional Services Agreement (Agreement) dated April 1st 2025, between the CITY OF FAYETTEVILLE (hereinafter called OWNER) and Rummel, Klepper & Kahl, LLP (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:

- Planning and engineering services for the Bonanza Drive, Bragg Boulevard, Country Club Drive, Morganton Road and Stacy Weaver Drive sidewalk projects. These projects are collectively known as project BL-1037. Specifically, RK&K will provide planning services to ensure compliance with the National Environmental and Policy Act of 1970 (NEPA), surveying, floodplain modeling to ensure that the design of the project complies with FEMA floodplain requirements, and final design plans for the project.
- The project will utilize funding currently programmed for project BL-0137 in the State Transportation Improvement Program (STIP) is STP-DA, matched with City of Fayetteville GO Bond funding.
- The Public Services Department will represent the City for this project

See Exhibit A, which is hereby attached and incorporated herein by reference for a detailed description of the services to be provided by the CONSULTANT

II. AGREEMENT & SCOPE OF SERVICE

The terms of the Agreement, attached as Exhibit B, are hereby incorporated 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:

- The scope of services detailing project deliverables, the project schedule, and project fees is described in detail in Exhibit A.

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:

- The scope of services describing responsibilities of the OWNER and CONSULTANT is described in detail in Exhibit A

IV. COMPENSATION

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

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 will be exceeded.
2. The not to exceed compensation (including travel) for this Work Authorization is \$994,598.79. This is not a guaranteed maximum amount but CONSULTANT shall not continue performing work in excess of this amount without further specific authorization. OWNER will be billed only for actual time worked and identified expenses.

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

V. SCHEDULE

All work under this Work Authorization shall begin upon written Notice to Proceed from the OWNER and shall be complete by December 31, 2028.

VI. MISCELLANEOUS

1. The terms in this Work Authorization shall have the same meaning as provided in the Agreement.

2. **E-Verify.** 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.

3. **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.

4. **Morality Clause.** If, in the sole opinion of the OWNER, 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 OWNER may immediately upon written notice to CONSULTANT, terminate this Agreement, in addition to any other rights and remedies that the OWNER may have hereunder or at law or in equity:

- a. bring disrepute, contempt, scandal, or public ridicule to the Actor;
- b. subject the Actor to prosecution;
- c. offend the community or public morals/decency;
- d. denigrate individuals or groups in the community served by the OWNER;

- e. is scandalous or inconsistent with community standards or good citizenship;
- f. adversely affect the OWNER'S finances, public standing, image, or reputation;
- g. is embarrassing or offensive to the OWNER or may reflect unfavorably on the OWNER; and,
- h. is derogatory or offensive to one or more employee(s) or customer(s) of the OWNER.

5. **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

6. **Termination for Cause.** In the event of substantial failure by CONSULTANT to perform in accordance with the terms of this Agreement, the OWNER 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 OWNER be obligated to make any further payment for work that has not been performed. CONSULTANT shall provide to the OWNER all reports, surveys or other related documents upon the OWNER'S request.

7. **Termination for Convenience.** Upon thirty (30) calendar days' written notice to CONSULTANT, the OWNER may, without cause and without prejudice to any other right or remedy legally available to the OWNER, terminate this Agreement. Upon such notice, CONSULTANT shall have neither the obligation nor the right to perform services under this Agreement nor shall the OWNER 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 OWNER.

8. **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.

9. **Indemnification.** To the extent permitted by law, CONSULTANT agrees to defend, indemnify, and hold harmless the OWNER and 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 CONSULTANT, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the OWNER by CONSULTANT does not constitute a waiver of the OWNER'S governmental immunity in any respects under North Carolina law.

10. **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.

11. **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 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.

12. **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 OWNER for any and all damages, costs and attorneys' fees incurred by the OWNER in connection with any claim 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.

CONSULTANT ACCEPTANCE:

Rummel, Klepper & Kahl, LLP

BY: _____

PRINT: B. Keith Skinner, PE

TITLE: Partner

DATE: June 11, 2026

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

ATTEST:

BY: _____

BY: _____

TITLE: _____

JENNIFER L AYRE, MPA, MMC
City Clerk

DATE: _____

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

TIFFANY R. MURRAY
Chief Financial Officer

Exhibit A
Scope, Fee and Schedule

ARTICLE I – Base Scope of Services

Project Description

The City of Fayetteville (City) desires to engage an Engineer to provide professional services to produce plans and environmental documents for the addition of sidewalks.

A map showing the project areas and survey limits are included as Attachment A.

The project includes NEPA documentation, location surveys, limited utility locations, geotechnical services, roadway/sidewalk design, water resources design (including limited storm drainage, FEMA No-Rise documentation, and erosion control), traffic management, right of way/easement plats, and public involvement. The Engineer will provide the engineering services required to design and prepare construction plans and NEPA documentation for the proposed sidewalk in accordance with the following scope of services:

Surveys

All survey services for this project shall be performed in accordance with, and shall conform to, accepted Surveying and Engineering general practices and procedures with the detailed scope of work as set forth and described below. Survey limits are defined by the exhibit shown in Attachment A.

We will provide base mapping data to these limits. There are five (5) sites in this assignment.

Bonanza Dr.

- Bonanza Dr. from Yadkin Rd. to Santa Fe Rd & Santa Fe Rd. from Bonanza Dr. to Yadkin Rd. – 2 areas totaling approximately 2,600 linear feet and containing approximately 2.5 acres. There are 10 parcels within the survey limits. See Attachment A for more detailed limits.

Bragg Blvd.

- Bragg Blvd. from Shaw Rd. to the bridge approach at Skibo Rd. totaling approximately 6,650 linear feet and containing approximately 4.8 acres. There are 12 parcels identified within the survey limits to show the boundaries, but a total of 39 parcels along the route. See Attachment A for more detailed limits.

Country Club Dr.

- Country Club Dr. from Murchison Dr. to US 401 (Ramsey St.) totaling approximately 11,900 linear feet and containing approximately 7.0 acres. There are 33 parcels identified within the survey limits to show the boundaries, but a total of 70 parcels along the route. See Attachment A for more detailed limits.

Morganton Rd.

- Morganton Rd. from Bonanza Dr. to Skibo Rd. totaling approximately 7,600 linear feet and containing approximately 3.7 acres. There are 20 parcels identified within

the survey limits to show the boundaries, but a total of 27 parcels along the route. See Attachment A for more detailed limits.

Stacy Weaver Dr.

- Stacy Weaver Dr. from McArthur Rd. to Southland Dr. totaling approximately 1,750 linear feet and containing approximately 1.3 acres. There is 1 parcel identified within the survey limits to show the boundaries, but a total of 15 parcels along the route. See Attachment A for more detailed limits.

I.2.1.a Property Research/Document Retrieval

The Engineer shall obtain current deeds, maps, plats, and easement documents of record according to the current information of the online County Tax Records in the IMAPS GIS database, for all parcels identified for which right of way acquisition may be required. Thorough investigations should be made of private developments along the corridor, through the City Planning Department and other means, to properly represent existing, dedicated easements in the project plans. The Engineer shall obtain NCDOT record plans, and other right of way information to assist in the establishment of existing right of way for the roads within the project limits, if available. Engineer shall provide a copy of all property information compiled during this task to the City. There are approximately 76 total parcels identified across all areas that may require acquisition. A complete title opinion is not included in this scope of services. Property owners are to be notified by the City of Fayetteville and obtain a Right of Entry to all properties 30 days before commencement of surveys.

In order to show the approximate existing Right-of-Way in the areas outside of those parcels identified, some deed/plat research will be required along with surveying some front parcel corners.

I.2.1.b Establish Horizontal and Vertical Control Network

The Engineer shall provide a horizontal and vertical traverse throughout the entire Project areas of the 5 sites. Horizontal Control shall be referenced to North Carolina Geodetic Survey datum, NAD83 2011 adjustment. Control shall consist of a “random baseline traverse” monumented by 18” lengths of #5 rebar with plastic caps set flush with the ground, or MAG pavement nails where appropriate. Each control point shall have x, y, and z coordinate values.

Vertical Control shall be based upon United States Geodetic Survey NAVD 88 vertical datum. The Engineer shall set one (1) benchmark per site for smaller sites and a benchmark every 2000’ for larger sites (See individual estimates for totals). Railroad spikes or Bench Ties to be placed in the base of trees shall be utilized where possible and shall be placed outside of the proposed construction limits. The benchmark locations and descriptions shall be shown on the final plans. There are an estimated 16 total benchmarks to be set.

A digital level loop will be run between the Primary control points and to all baseline points twice to establish elevations. The GPS elevation of the primary control points will

be held, and a Level spreadsheet will be created and submitted. The spreadsheet will show raw closure and adjustments.

I.2.1.d Pavement Digital Terrain Model

The Engineer will use Conventional survey methods to collect the hard surface DTM's and Planimetrics within the individual project limits.

I.2.1.e Planimetric Mapping

The Engineer shall collect planimetric features by conventional survey methods. The Engineer will perform a walk thru/classification of features to aid with labeling features, said information shall include, but is not limited to the following:

1. Drives - location, type, and width
2. Buildings - location, type, size, and front corners if within 25 feet of existing right of way.
3. Parking Lots - location and layout
4. Landscape areas, woods lines, and all trees in landscaped areas greater than 6" dia, and all ornamental trees shall be located by species and size.
5. Signs - location, type, and size
6. Fences - location, type, and size
7. Utilities*
 - a. Storm drainage - location, size, type, top and invert elevations, inlet and outlet location both inside and one structure outside planimetric limits in areas where level B SUE is shown on the survey limits.
 - b. Gravity sanitary sewer - location, size, type, top and invert elevations in areas where level B SUE is shown on the survey limits.
 - c.
 - d. Water - location, valves, meters, hydrants, wells (as surveyed and/or identified by Cumberland County records), and associated appurtenances.
 - e. Gas - location, valves, meters, vents and associated appurtenances.
 - f. Telephone – above ground appurtenances such as poles, pedestals, manholes and vaults.
 - g. Overhead utilities - location, poles, guys, markers, pedestals, pole number, equipment, vertical clearance at grade crossings, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines.
 - h. Underground utilities - location, pedestals, markers, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines with features located at the ground surface.
 - i. Owner names, addresses, phone numbers and contact persons shall be provided for all utilities when available.

* Locations of non-gravity underground utilities will be based on above ground structures and SUE Level BC to be performed by Wetherill. Gravity utility (drainage and sanitary sewer) location will be based on above ground appurtenances and visual inspection and depth measurements to determine invert elevations that may be accomplished from the surface. The Engineer will not enter the manhole to determine inverts. Confined space investigation shall be considered Additional Services (Article II).

All final DTM and survey control shall be provided to the Engineer in MicroStation V8i and GEOPAK at a scale of 1"=20'. The final mapping to the City will be provided in Civil3D using City of Fayetteville mapping standards.

I.2.1.f Boundary Ties and Existing Boundary Mapping

Recon and locate a sufficient number of property corners on approximately 76 properties to accurately show the affected property boundary limits in accordance with the recorded deeds and plats. Front irons along a total of 85 parcels which were not identified as potential acquisition parcels will be searched for and surveyed to aid in establishing the existing Right-of-Way within the survey limits.

Complete boundary surveys required on any parcel shall be considered Additional Services (Article II).

I.2.1.g Right-of-Way and Easement Exhibits

Upon request, the Engineer shall prepare right of way and easement exhibits for each parcel impacted, for use in the conveyance of easements and rights-of-way necessary for the construction of the Project.

The exhibits shall meet the requirements of the 21 NCAC 56.1600. The exhibits shall be 8 1/2" by 14 "and will be draw to as large a scale as possible for clarity. The exhibits will show the parcel boundary, dwelling, existing easements and rights of way, the proposed easements and rights of way and associated table of areas. Each Exhibit will be billed as a unit price of \$1000 per parcel. This price includes a preliminary exhibit and one revision, being the final Exhibit. Thirty (30) total exhibits are included in this scope and fee proposal.

Staking of new Right-of-Way and Easement points are not included in this scope, but can be performed as an additional service.

I.2.1.h Subsurface Utility Engineering (SUE) Quality Level "B" Utility Mapping

WEI will provide Quality Level "B" utility mapping per the ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities." WEI will provide these services at a "per linear foot" fee of \$1.46 per foot plus any direct costs associated with the task. This scope of service includes the following subtasks:

Utility Records Collection

WEI will place a One-Call System (One-Call) design ticket for the project areas as part of this task. Utilizing the information provided by the One-Call, WEI will then attempt to contact and collect utility records by either email or phone from utility owners and the property owner within the approximate project limits, once only. The records collected will be used to aid in creating utility mapping and/or supplement a utility mapping investigation. WEI will provide a copy of the records collected to the client for reference purposes if so requested.

We anticipate the following utility owners to be within the project limits:

Brightspeed – Copper/Fiber	Duke Energy – Power
City of Fayetteville – Traffic	Fayetteville Public Works – Water
Fayetteville Public Works – Fiber	MetroNet – Fiber
Piedmont Natural Gas – Gas	SEGRA – Fiber
Charter Communications – Cable TV	Lumen – Fiber
South River Electrical Membership – Power	Conterra Ultra Broadband – Fiber

Note: It is our experience that One-Call may not respond to a request for design unless excavation activities are involved. Utility records can be difficult to collect, as utility owners do not tend to provide records or do not provide them on a timely basis. WEI cannot provide for the placement of utilities without records. This task is not intended to collect detailed data for the utilities, including utility capacities, sizes, or materials, as the utility company may not provide that information for this type of work. WEI can provide limited utility coordination research to attempt to determine these items at an additional fee.

Utility Designation and Sketching

WEI will attempt to designate underground utilities within the proposed work areas. This estimate for utility footage is based on a verbal request from the client and has not been verified in the field. In preparing this estimate, WEI developed a utility owner list based on the information collected from NC 811. Using this list, WEI made assumptions as to possible locations and numbers of the underground utilities. If WEI finds that either there are more utilities than estimated or the complexity of the utility location requires additional out-of-scope procedures to locate, WEI will notify the client and may request an additional fee commensurate with the additional utilities or additional time required.

WEI will use the following techniques:

Electromagnetic Locators (EM) – WEI will employ EM geophysical prospecting techniques to attempt to determine the existence and horizontal position of conductive underground utilities. Utilities that can be located will be marked on the ground using

the American Public Works Association (APWA) paint marking conventions at 50-foot intervals along the utilities and bends in the lines. Utilities that can be identified will be designated to the limits of the project as shown in Attachment A.

Ground Penetrating Radar (GPR) Units – Non-metallic lines cannot typically be located using standard pipe and cable locating equipment. In these cases, WEI will attempt to locate these lines using available utility records and indirect methods such as GPR. GPR technology complements EM techniques in that it can detect material types both metallic and non-metallic, including plastics, concrete, ceramics, asphalt composites, and more. However, due to project and soil conditions, WEI may not be able to locate these items.

Many variables may affect underground utility locating, including soil condition or type, weather, site access, utility depth, utility material, utility size, the proximity of other utilities or metal structures, connectivity, availability of access points, utility states such as abandonment or being out of service, and availability of utility records or maps. Due to these variables, some utilities may not be able to be detected and therefore may not be located as part of this investigation. Also because of these variables, any utility depth information obtained during this investigation shall only be considered approximate.

WEI proposes these services for design purposes, and it is to be used for information only.

Surveying and Mapping Utility Marks

WEI will horizontally locate the subsurface marks placed in the previous task using conventional surveying techniques. WEI will utilize the records collected in the last task and the survey locations to prepare the mapping of the underground utilities.

I.2.1.k Survey Delivery Items

The Engineer shall compile and plot all planimetric, subsurface utility information, and property line information at a scale of 1 inch equals -20 feet. This mapping shall be delivered in MicroStation file format for use in the development of final design plans. Drawing element symbology and text sizes shall follow North Carolina Department of Transportation standards. Final survey design files will be converted to AutoCad Civil3D using City Standards.

The Engineer shall provide Digital Terrain Model in a 3-D digital radial break-line survey format with x, y, and z digital coordinate information for each survey point, break-line, and triangular irregular network (TIN) line.

The Engineer shall provide field data collector files, copies of field notes, x, y, z ASCII point files, deeds, and plat information in a survey notebook format.

The Engineer shall provide the City with one electronic copy of all deeds and plats obtained during the courthouse research.

NEPA Studies and Documentation

The scope of services for NEPA studies and documentation includes the following tasks:

- preparation of an Environmental Features Map,
- preparation and distribution of Start of Study Letters and e-mails,
- preparation of NCDOT's Direct and Indirect Screening Tool,
- Section 106 National Historic Preservation Act compliance,
- GeoEnvironmental Phase I investigation,
- Natural Resources Technical Report,
- public involvement, and
- preparation of an NCDOT Type I Categorical Exclusion Action Classification Form (Type I CE).

Environmental Features Map

The Engineer will create a GIS project database for the study area compiling data from multiple sources including NCDOT's Project ATLAS, local data from City and County GIS data holdings, and any other natural or community features identified during virtual site reconnaissance. The GIS research will be documented in an Environmental Features Map, which will be referenced in preparation of the Type I CE. One iteration of the Environmental Features Map is anticipated to address review comments from the City with draft and final deliverables provided electronically.

Start of Study Scoping Letters and E-mails

The Engineer will prepare and distribute the start of study scoping e-mail, which provides an introduction to the project and officially solicits input from local, state (including the State Clearinghouse), and federal agency representatives for inclusion in the Type I CE. The Engineer will develop an agency contact/ mailing list for distribution of the e-mail. For scoping purposes, it is estimated that there may be approximately 10 agency representatives to be included on the mailing list. After addressing the City's comments on the distribution list and draft email, the Engineer will distribute the e-mail to the agency representatives. The Engineer will also prepare tribal coordination letter(s) for distribution by the City or NCDOT. At the conclusion of the comment period, the Engineer will compile and summarize scoping comments for use in developing the Type I CE.

Direct and Indirect Screening Tool (DIST)

Project Initiation and Set up - The Engineer will obtain the current DIST Template, Demographic Tool, and other pertinent forms and tools from the NCDOT Connect website or from the NCDOT Public Involvement Community Studies (PICS) staff before starting the data-gathering process.

DIST Data Gathering - Using the current NCDOT Demographic Tool at the start of the report process, the Engineer will note the presence of minority, low-income, and LEP populations in the Census block group(s) containing the project footprint. The Engineer will use aerial photography, Street View, and if available, Google Earth, to examine the project area for surrounding land uses, evidence of minority and/or low-income populations, and other community characteristics as shown in the DIST template. The Engineer will notify NCDOT-PICS if the project examination suggests that expanded community coordination may be appropriate.

The Engineer and NCDOT-PICS staff will determine whether a field visit is necessary to confirm

the findings of the project area examination (see above) or to obtain additional information about community characteristics as shown in the DIST template. Field visits are not necessary for most DIST reports. Following current guidance, prior to the field visit the Engineer will prepare and send an e-mail to the NCDOT Division staff and copy NCDOT-PICS. If determined to be needed, the Engineer will conduct a field visit to the proposed project location. The Engineer will use the field visit input form obtained from CS as a starting point for observational notes. The Engineer will take photos of the project area and any notable community characteristics. The Engineer will notify NCDOT-PICS if the field visit or additional research suggests that expanded community coordination may be appropriate.

Local Officials' Input - If roadway closures and/or offsite detours are anticipated, the Engineer will contact local EMS and school transportation officials using the local input forms provided by NCDOT-PICS and available on the Connect website as guidance. The Engineer will contact NCDOT-PICS to discuss whether expanded community coordination is necessary if the interviews or other research reveals notable concerns

DIST Project Documentation - The Engineer will document community characteristics, assess impacts, and develop recommendations according to the current DIST Template.

The draft DIST will be submitted to NCDOT-PICS in Word format. The Engineer will coordinate the schedule for an initial two-week duration review of the draft report with NCDOT-PICS to adhere to the overall project delivery schedule.

The Engineer will revise the reviewed draft report according to NCDOT-PICS comments and schedule a second one-week duration review for NCDOT-PICS to confirm that comments have been adequately addressed. The Engineer will submit a "clean" revised report and a "track changes" version that shows: (1) text added, deleted, or moved in response to NCDOT-PICS comments in comment boxes; and (2) how the Engineer addressed each comment in a comment box. When NCDOT-PICS accepts the report as final, the Engineer will provide a digital copy of the complete final report in both Word and Adobe Portable Document Format.

Section 106 National Historic Preservation Act Compliance

The Engineer will perform work in compliance with Section 106 of the National Historic Preservation Act of 1966 (Section 106), as amended. The Engineer will prepare an Environmental Review Project Submittal including a detailed project description, maps, and site photographs (up to 25 photographs), and submit it electronically to the State Historic Preservation Office (HPO). This review will determine if detailed historic surveys are required. If the HPO requires additional historic surveys, those services will be included in a future task order. The Engineer assumes no archaeological investigations will be needed.

The Engineer will conduct the necessary continued consultation with the HPO to determine the effects of the project on properties listed in or determined eligible for listing in the National Register of Historic Places (NRHP), including preparation of written documentation of project effects and current design information as needed. The Engineer assumes the HPO's determination would be "no effect," "no adverse effect," or "no adverse effect with conditions." If the HPO determines the project's effect to an identified historic property to be adverse, the additional services needed would be included in a future task order.

Geoenvironmental Phase I

The Engineer will identify GeoEnvironmental Sites of Concern within the project limits. The main purpose of this investigation is to identify properties within the project study area that are, or may be, contaminated and therefore result in increased project costs and future liability if acquired by the City. Sites of concern may include, but are not limited to, active and abandoned underground storage tank (UST) sites, hazardous waste sites, dry cleaners, maintenance facilities, regulated landfills and unregulated dumpsites. GeoEnvironmental Sites of Concern identified in the Phase I report should be included in the environmental document and shown on the plans using the standard GeoEnvironmental Symbology found in the MicroStation Geotechnical Workspace.

This scope of work includes:

- Identify sites of concern within the project limits.
- Review historical aerial photography and Sanborn Maps to identify historical sites of concern.
- Search appropriate environmental agencies' databases to assist in evaluating any sites identified during this study.
- Visit the project and document sites of concern with digital photography.
- Prepare a brief memorandum, using the NCDOT GeoEnvironmental Phase I Template, including field activities, findings, and digital images for each site, a site map showing the study area and the location of the sites of concern.

Natural Resources Technical Report

RK&K will prepare an NRTR for Project and will follow the NCDOT template and guidance protocols: <https://connect.ncdot.gov/resources/Environmental/EAU/ECAP/Pages/default.aspx>
 Tasks below will also appear on the cost estimate spreadsheet:

1. Pre-Field work – Preparation for field work will include data collection as described in the Preparing Natural Resource Technical Reports document on the website.
2. NRTR Field Work – Field work will include data collection for streams, wetlands and natural communities as described in the Preparing Natural Resource Technical Reports document on the website.
3. Protected Species Surveys – RK&K will conduct surveys for all plant species and complete culvert/structure inspections for tricolored bat (and required bat assessment forms). Additional species (red-cockaded woodpecker, monarch butterfly, hognose snake and Saint Francis' satyr butterfly) surveys are not scoped and are not anticipated for this project. If appropriate habitat is found for these species, additional species-specific surveys can be scoped separately.
4. Creation of Wetland file – Delineated stream and wetland data will be integrated into a wetland file and delivered to the engineering team.
5. Preparation of Preliminary Jurisdictional Package (PJD) – A PJD will be developed and submitted to the regulatory agencies for concurrence on waters of the U.S. within the study area.

6. NRTR - An NRTR will be developed and submitted capturing all Natural Resources as described in the link above.

7. Task Management and QA/QC – This will involve project coordination, safety compliance, coordination and QA/QC procedures.

Deliverables:

- Wetland file
- Preliminary Jurisdictional Determination package
- Final NRTR
- QA/QC form with signatures

Public Involvement

Upon approval of the Notice to Proceed, the City will prepare and distribute a survey notification letter that provides project information to adjacent property owners/residents and requests their comments. The Engineer will provide input and review the draft letter prior to distribution. The Engineer will also coordinate with the City’s Marketing & Communications Department, if needed, to ensure project information is available through the City’s social media and/or current public engagement tools.

City staff will be listed as project contact(s) in project information and will provide public input and comments to the Engineer prior to completion of the Type I CE. The Engineer shall make available, at reasonable times, responsible staff members to address public comments related to the NEPA planning process if requested by the City.

Categorical Exclusion

The Engineer will prepare the NCDOT Type I Categorical Exclusion Action Classification Form (Type I CE). The Type I CE will be prepared in accordance with the *Documentation Requirements and Approval Procedures for Federal-Aid Projects Classified as Categorical Exclusions (FHWA and NCDOT, October 28, 2024)*.

The Engineer will provide the following services.

- Coordination and correspondence with the City and NCDOT
- Development of the Study Area boundaries
- Vicinity Map
- Conduct virtual site reconnaissance via Google Maps and Google Earth to review existing conditions
- Review of the GIS analytics, public comments, and the design plans for reference to complete the project impact criteria checklists
- Preparation of additional documentation for specific checklist questions, if required
- Development of project commitments, if required
- Preparation of a draft version of the Type I CE for review by the City
- Address the City’s comments on the draft Type I CE, and submit a revised draft of the document to NCDOT Division 6 for review and comment
- Coordination and correspondence with NCDOT
- Address NCDOT’s comments on the draft Type I CE
- Address FHWA’s comments on the draft Type I CE, if FHWA review is required

- Preparation of the final Type I CE for approval and signatures by the City, NCDOT, and FHWA (if required)

Assumptions

1. The Engineer anticipates that this proposed action can be processed as a Type I CE and does not exceed the thresholds defined in 23 CFR 771.117(e).
2. The environmental studies for cultural resources, community resources, and hazardous material and geoenvironmental sites will be researched with GIS analytics and up to two site visits.
3. Additional species (red-cockaded woodpecker, monarch butterfly, and Saint Francis' satyr butterfly) surveys are not anticipated for this project.
4. The City will distribute the Type I CE as needed.

Exclusions

Based on the proposed improvements, project context, and anticipated limited impacts, the following tasks and studies are not included in the scope of services for NEPA Studies and Documentation. If needed these items can be scoped as Additional Services under Article II of this scope of services.

- External Scoping Meeting with Agency Representatives
- Air Quality Analysis
- Traffic Noise Analysis
- Community Impact Assessment
- Section 6(f) Land and Water Conservation Fund Conversion Coordination/Documentation
- Farmland Protection Policy Act Coordination/Documentation
- Historic Architecture eligibility research, field investigation, and evaluation report, surveys, and database entries, and Memorandum of Agreement
- Section 4(f) DOT Act Evaluations
- Archaeological surveys
- Public meeting preparation or attendance

Water Quality Permitting

The Engineer shall prepare the appropriate Nationwide permit application for stream and wetland impacts and will submit the application directly to the North Carolina Department of Environmental Quality (NC DEQ) Division of Water Resources (DWR) and the US Army Corps of Engineers (USACE). Permit impact drawings will be prepared by the Engineer to accompany the environmental permit application. The stream/wetland permit impact drawings will be shown on one set of 11"x17" drawings (1"=80'). The Engineer will meet with representatives of NC DWR and the USACE, if necessary, to discuss the proposed project design.

Mitigation for stream and wetland impacts, if required, will be provided through the North Carolina Division of Mitigation Services or a private mitigation banker. The City will be responsible for all permit and mitigation fees required for the project.

Sidewalk Design

RK&K will prepare sidewalk construction plans for the project. Plans for the project are expected to include the following sheets:

- a. Title Sheet (standard City format)
- b. Abbreviations/Legend (standard City format)
- c. General Notes (standard City format)
- d. Plan View Sheets (1"=20')
- e. Detail Sheets (utilizing standard City details)
- f. Cross sections along proposed sidewalk

The City will provide templates for the title sheet, abbreviations/legend sheet, and standard notes for use by RK&K. Standard details available on the City's website are expected to be used for construction. RK&K will prepare plans for review at the following milestones. An Engineer's Estimate for Construction will be provided with each submittal. RK&K will meet with the City and the utility companies (one meeting) at each milestone submittal to receive and discuss comments from City staff.

- a. 35% - Provides sidewalk layout and major features
- b. 70% - Addresses 35% comments and finalizes grading/drainage, identifies easements and right-of-way needed for project.
- c. 90% - Addresses 70% comments and includes all details and information needed for construction
- d. 100% - Addresses 90% comments and are final sealed plans for construction

Utility companies will be invited to the project review meetings at each milestone submittal to coordinate any required adjustments or relocations. RK&K will provide information to utility companies in the project area to assist with their adjustments. Utilities by Others (UBO) plans will not be produced.

35% Design Plans

During this phase the Engineer will prepare 35% design plans for the sidewalk. The path will be placed in the ultimate location identified in the design but no pavement widening or curb and gutter will be included in the final design.

All design shall be in conformance with AASHTO and NCDOT design criteria and standards except as may be modified by the City. 35% design plans shall consist of sidewalk plans and cross sections. The design shall include sidewalk alignment, grade, cross sections, and intersection ramp layouts.

The Engineer shall prepare preliminary roadway plans on plan and profile sheets at a scale of 1"= 20' horizontal and 1" = 5' vertical. The Engineer shall prepare preliminary cross sections at a scale of 1" = 10'.

The Engineer will prepare design assumptions and typical roadway sections for the project. The Engineer will also develop an Opinions of Probable Construction Cost to be submitted to the City along with the 35% design plans.

Railroad Coordination

The Country Club Drive project crosses an active branch of CSX track. Railroad coordination for the project will be completed by the City. RK&K will provide the latest plans to the City for coordination with the railroad company.

Storm Drainage and Hydraulic Design

Upon approval of 35% plans, the Engineer shall perform final drainage studies, designs and field reconnaissance in accordance with the requirements of the City and the latest revision of "Guidelines for Drainage Studies and Hydraulic Design" by NCDOT.

The Engineer shall conduct a site investigation to identify, survey, and document the existing drainage patterns, boundaries, and outfalls at the project site. The Engineer will obtain hydraulic survey data sufficient to determine requirements for all hydraulic related structures.

The storm drain design will account for the new sidewalk only. There is existing curb and gutter along almost all of the project limits and very limited drainage design is anticipated. It is assumed that all storm drainage within the existing roadway system is adequate, and existing inlets do not need to be checked for spread and system capacity. This scope of work does not include the design of Stormwater Control Measures (SCMs) to attenuate peak flows, treat stormwater runoff quality, or detain stormwater flows and release them over extended time periods. If it is determined that any Stormwater Control Measures are needed, they will be scoped as additional work under Article II of this scope of services.

Several portions of the project cross streams utilizing existing bridge/culvert structures with a conveyance area greater than or equal to that of a 72" pipe. It is assumed that these structures will not be modified or extended and that NCDOT will not require Bridge/Culvert Survey Reports for these sidewalk projects. This scope of work does not include preparation of Bridge/Culvert Survey reports for NCDOT review and approval.

In the location of the proposed work, Cross Creek and Beaver Creek are part of a FEMA Detailed Study. The Engineer will evaluate the HECRAS model for the Cross Creek and Beaver Creek that was provided by the City. It is anticipated that existing project survey will be sufficient to modify the HECRAS models. If additional surveys are needed they will be provided by the City. A HECRAS model narrative, workmap and no-rise report will be submitted for both hydraulic crossings.

Exclusions

- This scope assumes work to obtain a no-rise/no-impact document through the City. If a no-rise/no-impact certificate cannot be obtained due to geometry and site constraints additional scope/fee will be needed if a CLOMR/LOMR through FEMA is required.
- As-built Record Drawing development and certification
- Surveys including topographic or stakeout for construction, boundary, As-Built or ALTA surveys.
- Bridge/Culvert Survey Reports

Geotechnical Engineering and Subsurface Investigations – Retaining Wall

The Engineer will provide geotechnical engineering services conforming to NCDOT guidelines and generally accepted engineering practices and procedures and be performed in accordance with the following:

RK&K will perform geotechnical field investigations for the design of three (3) possible retaining walls on Country Club Drive and Morganton Drive. These investigations will include:

- Thirteen (13) 20-foot Standard Penetration Test borings along the proposed retaining walls

RK&K will develop a boring location plan in accordance with the approved 35% design plans. The boring locations will be marked in the field using a handheld GPS device; upon completion of the SPT borings, their location will be recorded using a GPS device. RK&K will contact NC811 to locate utilities along the proposed sidewalk alignment. If required, RK&K will contact a private utility locator to mark the alignment.

RK&K will notify property owners when access is required for drilling of borings. If required, traffic control will consist of a lane closure conducted between the hours of 9AM and 4PM, or as directed by the City.

Representative auger boring and split spoon samples will be obtained to verify visual field classification and determine soil index properties. Five (5) samples will be tested for natural moisture, Atterberg limits, and grain size. All laboratory testing will be performed in accordance with the latest AASHTO procedures.

After completion of the field investigation, RK&K will prepare the following engineering reports which will include the findings of the field investigation, geotechnical design and construction recommendations, and engineering analyses:

- Retaining Wall Subsurface Investigation and Recommendations Report, including plan sheets and special provisions

70% Plans

After the first Public Meeting (35% plans) and receipt of all applicable comments, the final sidewalk plans shall be developed from the approved 35% design plans to a stage where they are approximately 70% complete. The Engineer shall produce the sidewalk plans with a horizontal scale of 1" = 20' excluding traffic control and signing which will be produced at a scale of 1" = 50'. All existing roadways, structures, utilities, and other items affected by the project shall be shown in addition to the proposed construction. The plans shall include horizontal geometrics, pavements, drainage layout and calculations, right-of-way easements, property lines, typical sections, traffic control plans, erosion control notes and details, utility relocation plans, and special details. Additionally, the Engineer shall provide an Opinion of Probable Construction Cost, quantities, and preliminary project special provisions.

90% Construction Plans

Upon receipt of comments on 70% plans the Engineer shall complete the final construction plans (90%), incorporating and resolving all comments from the City and NCDOT in such detail as

to allow the City to let the proposed work to contract. The 90% plan submittal will provide an updated Engineer's Estimate for Construction.

Final Construction Plans

Upon review of the 90% plans the Engineer will provide final (100%) plans incorporating and resolving all comments from the City and NCDOT. The final plans will be sealed by a North Carolina Professional Engineer. The 100% plan submittal will provide an updated Engineer's Estimate for Construction

The City will prepare the construction contract documents and specifications for the project. RK&K will seal the project manual/specifications.

Construction Traffic Control Plans

The Engineer shall prepare traffic control plans, which shall indicate how vehicular and pedestrian traffic is to be maintained during construction of the Project. 2024 NCDOT Roadway Standard Drawings shall be referenced in the traffic control plans but shall not be detailed as a part of the traffic control plans. The Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way will be referenced when developing the pedestrian traffic control plan. Development of these plans shall consider required phasing of the private utility companies' relocation designs, if any, during construction. These plans shall be prepared concurrently with the final design plans so as not to delay submission of all final construction documents.

Erosion Control Plans

The Engineer shall show erosion control measures and special details not shown in the Erosion Control Manual on a separate set of reproducibles in the roadway plans. The plans will show existing contour lines and will not show proposed contour lines for the proposed sidewalk construction. Following an initial review by the City, the Engineer shall submit erosion control plans to the Regional Engineer for NC DEQ for review and approval of the erosion control plans prior to approval of the final roadway plans by the City. NCDEQ will not accept erosion control plans for review and approval until all required right-of-way and easements have been acquired or the City provides written acceptance from all property owners on the project. The City will be responsible for signing and notarizing the NC DEQ Financial Responsibility Form and for permit fees required by NC DEQ.

Permitting Fees

The City will pay review fees associated with all permit applications and any mitigation fees required for the project.

ARTICLE II - Additional Services

It is not anticipated between the City and Engineer that the Engineer shall perform any services under the Agreement except as set forth in Articles I and III. If requested in writing by the City and accepted by the Engineer, the Engineer shall furnish or obtain from others Additional Services, which are not included under Article I. The Additional Services shall be paid for by the City at rates to be agreed upon by the City and the Engineer in writing. Equitable adjustments shall be made to the time of completion for the Additional Services.

ARTICLE III - Alternate Services

Services described in Article III are alternate services that may or may not be needed during the life of the project. The Engineer will not complete work on services in Article III without direction from the City to perform the alternate task.

Traffic Signal Design Services

Traffic Signal Agreement

RK&K will prepare and submit a traffic signal agreement request to NCDOT on behalf of the City, facilitate coordination as needed, and track the progress of the traffic signal agreement to ensure timely progression. The City will be responsible for signing the final traffic signal agreement and paying any fees associated with the traffic signal agreement directly to NCDOT.

Traffic Signal Design

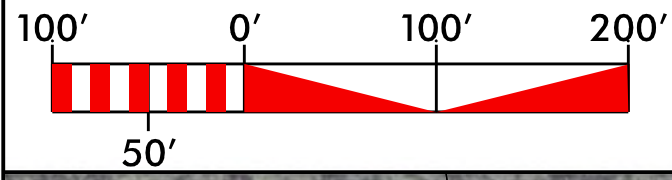
RK&K Traffic Design staff will provide engineering services including design and plan preparation for the intersection of 06-0341, SR 1600(McArthur Road) at SR 1615(Rosehill Road/ Stacy Weaver Road). Unless otherwise specified in this scope, RK&K will follow the NCDOT Transportation Systems Management and Operations (TSMO) Unit Design Manual to complete signal design. The exact scope of the signal work will be determined based on Pre-design coordination with NCDOT. Initial design assumptions based on currently available signal plans are:

- Maintain Existing wood poles.
- Maintain Existing Cabinet and Controller.
- Maintain Existing Signal Communications.
- ASC/3 signal software
- NCDOT ITSS Project Special Provisions (Current Version).
- No preemption will be used.
- Pedestrian signals will be installed with Leading Pedestrian Intervals (LPI).
- Signal designer is responsible for stop bar locations at signalized locations. Provide turning simulations at all locations to validate stop bar locations.
- Pavement marking for stop bar and Crosswalks to be included in signal plan, no separate pavement marking plans to be provided.
- Signal Plans will be submitted to City and NCDOT for comment/Review. Final plans shall be approved by NCDOT. (Traffic Signal Agreement may be required prior to NCDOT Review)

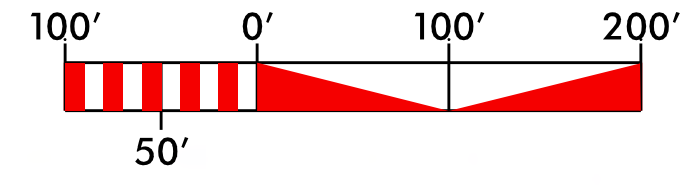
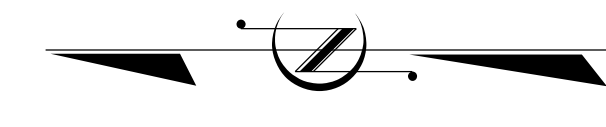
Attachment A

Survey Limits

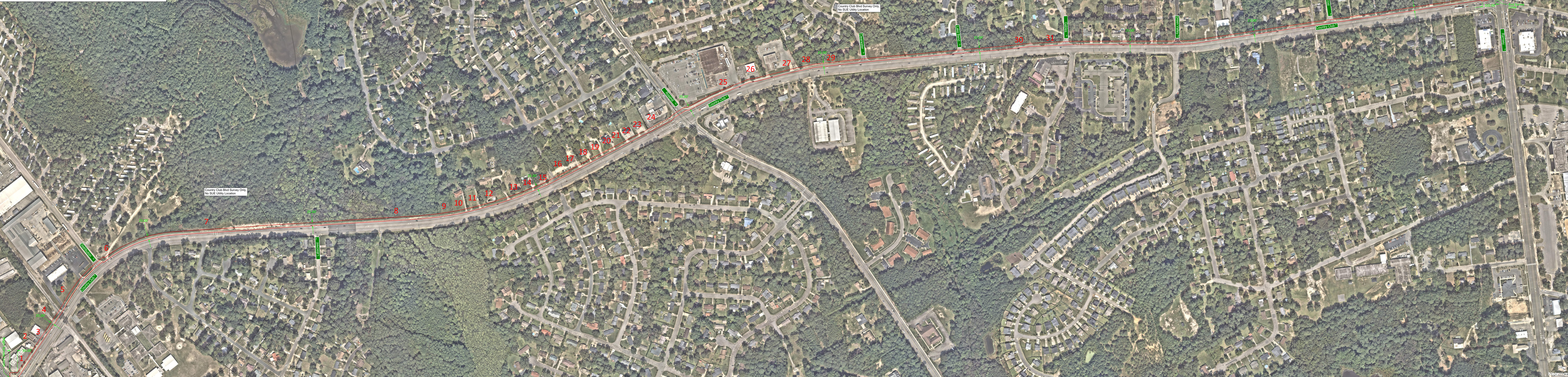
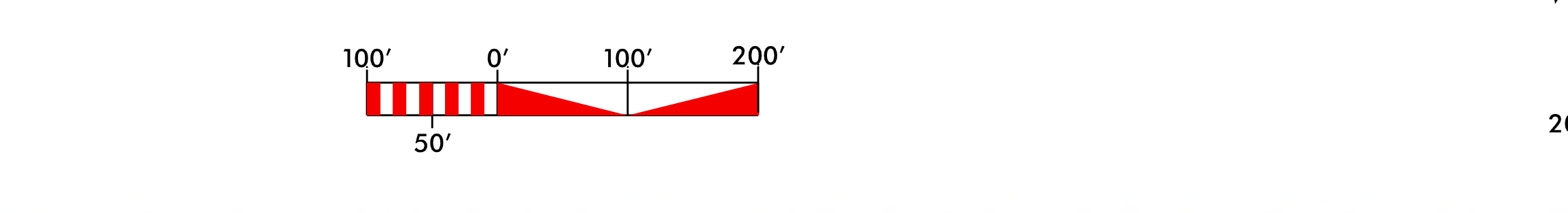
ATTACHMENT A:
BONANZA DR. AND SANTA FE DR.
SURVEY BOUNDARY LIMITS YADKIN RD.
TO YADKIN RD.



ATTACHMENT A:
BRAGG BLVD.
SURVEY BOUNDARY LIMITS
SHAW RD. TO RTE 401

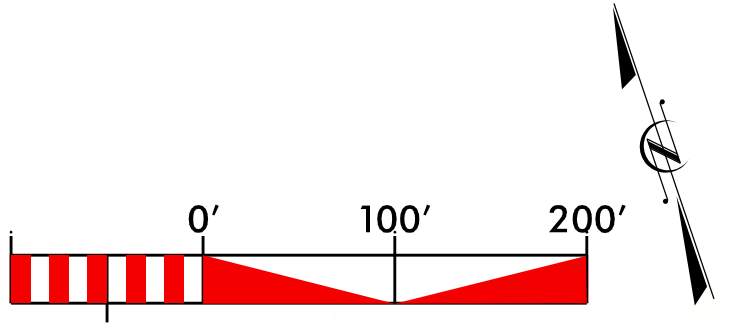


ATTACHMENT A:
COUNTRY CLUB DR.
SURVEY BOUNDARY LIMITS
MURCHISON DR. TO RTE. 401





ATTACHMENT A:
MORGANTON RD.
SURVEY BOUNDARY LIMITS
BONANZA DR. TO RTE. 401



Begin Survey Limits

End Survey Limits

Morganton Road Survey and SUE Utility Location This Area

Morganton Road Survey Only This Area

Morganton Road Survey Only This Area

Morganton Road Survey and SUE Utility Location This Area

Morganton Road Survey Only This Area

Morganton Road Survey Only This Area

Morganton Road Survey Only This Area

Morganton Road Survey Only This Area

Old Farm Rd.

Morganton Rd.

Westlake Rd.

Kendallwood

Hearthstone Dr.

Old Gate Rd.

40'

20.00'

1

50.00'

20.00'

2

3

4

5

20.00'

36'

6

20.00'

7

20.00'

10

9

11

12

13

14

15

30'

16

17

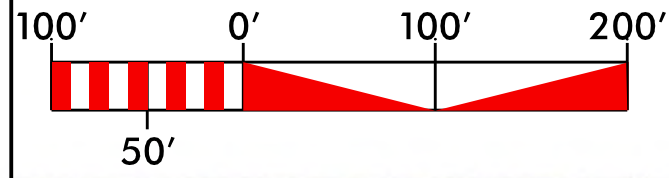
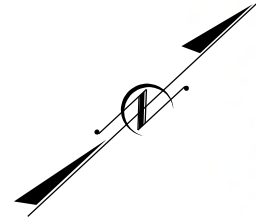
18

19

20

40.00'

ATTACHMENT A:
STACY WEAVER DR.
SURVEY LIMITS McARTHUR RD.
TO SOUTHLAND DR.



Stacey Weaver Dr Survey
and SUE Utility Location

32.00'

32.00'

1

25.00'

32.00'

45.00'

Begin Survey
Limits

End Survey
Limits

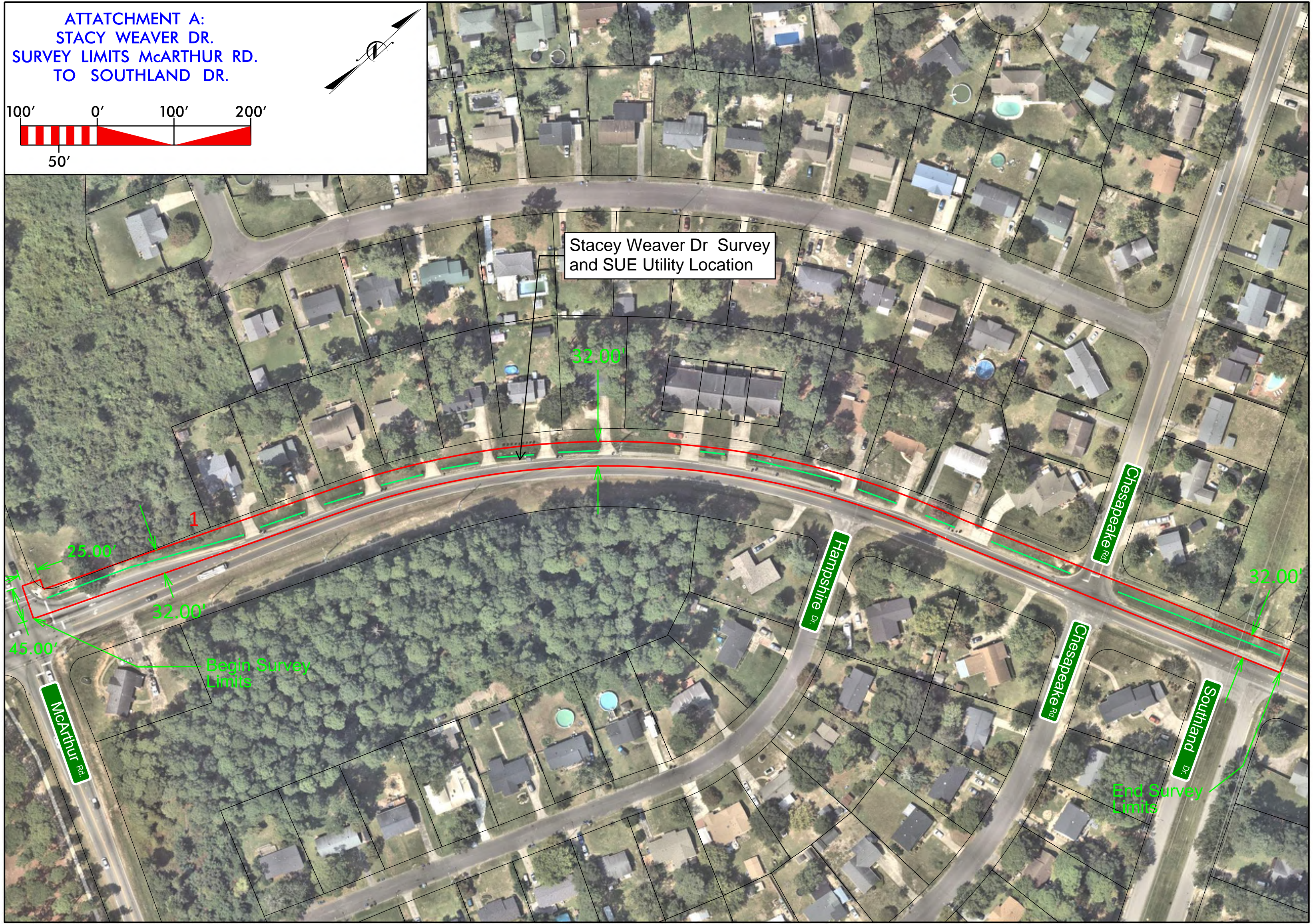
McArthur Rd

Hampshire Dr

Chesapeake Rd

Chesapeake Rd

Southland Dr



OVERALL SUMMARY

TIP NUMBER:	BL-0137	When initial estimate is complete, lock initial estimates
COUNTY:	Cumberland	
TASK ORDER NUMBER: (if applicable)		
FA NUMBER: (if applicable)		WBS NUMBER(s): Firm: fill out WBS Number(s) section on "Acct Initiation Request" DOT: the Project Manager fills out the entire "Acct Initiation Request"
ESTIMATE SUBMITTAL NUMBER: (Version Control-if needed) (Ex. InitialV2 (initial estimate version 2))	1	
OTHER PROJECT IDENTIFIER INFORMATION: (if needed)		
DESCRIPTION: (List the project parameters; where the project starts and stops)	BL-0137 Sidewalk Package	
DISCIPLINE USED: (List each discipline that will be involved in this project)	PM-Project Mgmt ; EN-Natural Env ; EN-Community Studies ; EN-Public Involvement ; EP-Env Policy ; GT-Geotechnical ; HY-Hydraulics ; RD-Roadway ; RE-Erosion Control ; SS-Signals ; TM-Work Zone Traffic Control (WZTC)	

DISCIPLINE	ITEM	INITIAL			FINAL		
		WD	COST	COST/WORKDAY	WD	COST	COST/WORKDAY
PM-Project Mgmt		39.000	\$ 80,933.99	\$ 2,075.23			
	Direct Costs		\$ -				
EN-Natural Env		21.500	\$ 25,370.51	\$ 1,180.02			
	Direct Costs		\$ -				
EN-Community Studies		9.000	\$ 16,733.70	\$ 1,859.30			
	Direct Costs		\$ -				
EN-Public Involvement		4.125	\$ 8,378.43	\$ 2,031.13			
	Direct Costs		\$ -				
EP-Env Policy		29.875	\$ 51,285.36	\$ 1,716.66			
	Direct Costs		\$ 2,126.00				
GT-Geotechnical	(Boring and Lab)	51.500	\$ 57,869.24	\$ 1,123.67			
	Foundations		\$ 33,715.00				
HY-Hydraulics		46.000	\$ 57,156.85	\$ 1,242.54			
	Direct Costs		\$ -				
RD-Roadway		208.000	\$ 257,337.21	\$ 1,237.20			
	Direct Costs		\$ -				
RE-Erosion Control		32.750	\$ 38,634.90	\$ 1,179.69			
	Direct Costs		\$ -				
SS-Signals		10.625	\$ 11,118.60	\$ 1,046.46			
	Direct Costs		\$ 105.00				
TM-Work Zone Traffic Control (WZTC)		14.750	\$ 18,470.94	\$ 1,252.27			
	Direct Costs		\$ -				
LS-Location Surveys--SUB1		287.750	\$ 218,252.01	\$ 758.48			
	Direct Costs		\$ 41,704.00				
LS-SUE--SUB1		22.750	\$ 70,205.05	\$ 3,085.94			
	Direct Costs		\$ 5,202.00				
Grand Total - All Disciplines		777.625	\$ 994,598.79				

Labor, Overhead & Fee

MANAGING DOT DISCIPLINE:	RD-Roadway		
ENGINEERING FIRM:	RK&K		
ENGINEERING FIRM CONTRACT NUMBER:		CONTRACT TYPE: Purchase Order under Limited Services Contract	PAYMENT TYPE: LUMP SUM
SCOPE/WORKDAY ESTIMATE PREPARED BY:	Jeff Meador	DATE:	May 7, 2026
SCOPE/WORKDAY ESTIMATE APPROVED BY:		DATE:	
REASON FOR SUPPLEMENTAL: (If this is a supplemental to the original Scope of Services, state reason for supplemental.)			
PO NUMBER: (If Available)		SUPPLEMENTAL NUMBER: (If Applicable)	

Exhibit B
Master Agreement

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSULTING SERVICES

BETWEEN

CITY OF FAYETTEVILLE
FAYETTEVILLE, NORTH CAROLINA

AND

RUMMEL, KLEPPER & Kahl, LLP (RK&K)

April 1, 2025

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

**PROFESSIONAL SERVICES AGREEMENT
FOR ON CALL CONSULTING SERVICES**

THIS AGREEMENT, effective the day 1 of April, 2025 by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and **RÜMMEL, KLEPPER & KAHL, LLP** (hereinafter referred to as **CONSULTANT**), a limited liability partnership with principal business offices at 8601 Six Forks Road, Forum 1, Suite 700, Raleigh, NC 27615.

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 engineering 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 On-Call 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 engineering 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 3.1, the **CONSULTANT** shall make site visits appropriate to the stage of construction to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. **CONSULTANT** will endeavor to protect **CITY** against defects and deficiencies in the work of contractors and will report any observed deficiencies to **CITY**. 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. 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.

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: DOUGLAS J HEWETT
CITY MANAGER
433 HAY STREET
FAYETTEVILLE, NORTH CAROLINA 28301

TO CONSULTANT: RUMMEL, KLEPPER & KAHL, LLP
ATTENTION: JEFF MEADOR, PE
SENIOR PROJECT DELIVERY LEADER
8601 SIX FORKS ROAD, FORUM 1, SUITE 700
RALEIGH, NC 27615

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.

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.

15.4 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 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/deceency;
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. 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 22. 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 23. 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 24. 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.

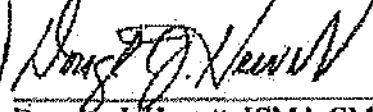
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

ATTEST:


JENNIFER L. AYRE
City Clerk 4/22/2025

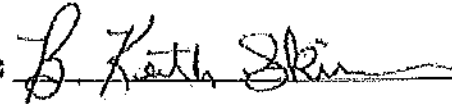


CITY OF FAYETTEVILLE


Douglas J. Hewitt, ICMA-CM
City Manager

DATE: 4/22/2025

RUMMEL, KLEPPER & KAHL, LLP

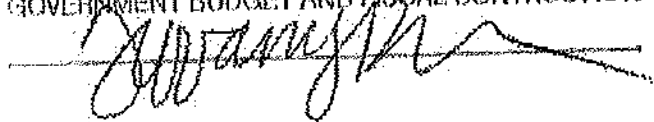
BY: 

PRINT: B. Keith Skinner, PE

TITLE: Partner

DATE: March 25, 2025

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.





RUMMKLE-01

KSHOCKLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Rummel, Klepper & Kahl, LLP 700 East Pratt Street Suite 500 Baltimore, MD 21202-4919	INSURER A : Charter Oak Fire Insurance Company A++ (XV)	25615
	INSURER B : Phoenix Insurance Company A++, XV	25623
	INSURER C : Travelers Property Casualty Company of America, A++, XV	25674
	INSURER D : New Hampshire Insurance Company A XV	23841
	INSURER E : Continental Casualty Company (CNA) A+, XV	20443
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			630-3R867964	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input checked="" type="checkbox"/> Contractual Liab.						MED EXP (Any one person)	\$ 15,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			810-3R867301	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
								\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP-6S739749	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 10,000,000	
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC039-32-6803	3/1/2026	3/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 2,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000	
E	Professional Liab.			AEH591934472	11/1/2025	11/1/2026	Per Claim	1,000,000	
E	Professional Liab.			AEH591934472	11/1/2025	11/1/2026	Per Claim/Aggregate	2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RK&K Project Number: 25267 - Fayetteville On-Call - Project Contract Number: 25267

City of Fayetteville is included as additional insured with respect to General Liability

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville 433 Hay Street Fayetteville, NC 28301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 