

**CITY OF FAYETTEVILLE  
WORK AUTHORIZATION  
FOR  
PROFESSIONAL SERVICES  
BY  
Kittleson & Associates, Inc.**

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In accordance with the General Services Agreement (Agreement) (Exhibit B) dated November 19, 2021, between the CITY OF FAYETTEVILLE (hereinafter called OWNER) and Kittleson & Associates, Inc. (hereinafter called CONSULTANT), OWNER hereby authorizes CONSULTANT to proceed and CONSULTANT agrees to perform in accordance with the terms of the Agreement and this Work Authorization, the following services for the following Project:

**I. PROJECT**

This Work Authorization is for professional services related to:

- See attached Exhibit A

**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:

- See 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:

- See 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 \$234,362.18. 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 April 1, 2022 and shall be complete by June 30, 2023.

### VI. MISCELLANEOUS

1. The terms in this Work Authorization shall have the same meaning as provided in the Agreement.
2. As mandated by N.C. Gen. Stat. § 147-86.59(a), CONSULTANT certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. CONSULTANT further certifies that, in accordance with N.C. Gen. Stat. § 147-86-59(b), it shall not utilize any subcontractor

found on the State Treasurer's Final Divestment List. CONSULTANT certifies that the signatory to this Work Authorization is authorized by CONSULTANT to make the foregoing statement.

3. 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.
4. 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.
5. Morality Clause- If, in the sole opinion of the City of Fayetteville, 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 actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City of Fayetteville or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City of Fayetteville's finances, public standing, image, or reputation or are embarrassing or offensive to the City of Fayetteville or may reflect unfavorably on the City of Fayetteville or are derogatory or offensive to one or more employee(s) or customer(s) of the City of Fayetteville, the City of Fayetteville may immediately upon written notice to CONSULTANT terminate this Agreement, in addition to any other rights and remedies that the City of Fayetteville may have hereunder or at law or in equity.

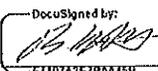
6. Venue and Forum Selection- The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District 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
7. Termination for Cause- In the event of substantial failure by CONSULTANT to perform in accordance with the terms of this contract, City of Fayetteville 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 contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed.
8. Termination for Convenience- Upon thirty (30) calendar days' written notice to CONSULTANT, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Contract. Upon such notice, CONSULTANT shall have neither the obligation nor the right to perform services under this contract nor shall the City of Fayetteville 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 Contract 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 Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days' after the written notice is sent by the City of Fayetteville.
9. 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.
10. To the extent permitted by law, CONSULTANT agrees to defend, indemnify, and hold harmless the City of Fayetteville 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 City by

CONSULTANT does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.

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

CONSULTANT ACCEPTANCE:

Kittleson & Associates, Inc.

BY:  DocuSigned by: E4107A3E7BAA15U

TITLE: Senior Principal Engineer

DATE: 5/4/2022

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

BY: 

TITLE: City Manager

DATE: 6/6/2022



ATTEST:



CITY CLERK

6/8/2022

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

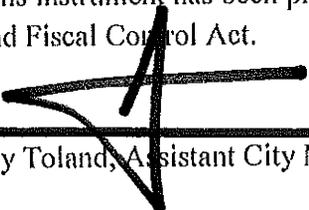
  
Jay Toland, Assistant City Manager/Chief Financial Officer

Exhibit A



272 North Front Street, Suite 410  
Wilmington, NC 28401  
P 910.475.1789 F 503.273.8169

March 11, 2022

Project #: 272110.001

Mr. Lee Jernigan  
City of Fayetteville, NC  
339 Alexander St  
Fayetteville, NC 28301

RE: Fayetteville Comprehensive Transportation Plan

Dear Mr. Jernigan:

Attached is a scope and fee estimate for services associated with the Fayetteville Comprehensive Transportation Plan and Capital Improvement Plan support in Fayetteville, North Carolina. Part "A" identifies our proposed services for the project. This scope was developed based on our discussions with you, our experience with similar studies, and our familiarity with the City of Fayetteville.

We propose to conduct the services (detailed in Part "A" herein) on a time-and-materials basis for \$234,362.18 (detailed in Table 1 of the attached Part "B").

I, Zachary Bugg will serve as the Project Manager, and Bastian Schroeder will serve as the Project Principal, providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us. Thank you for the opportunity to work together on this project. If you have any questions, please call us at 910.339.5699.

Sincerely,  
Kittelison & Associates, Inc.

Zachary Bugg, PhD, PE  
Senior Engineer

Bastian Schroeder, PhD, PE  
Senior Principal Engineer

## PART A - SCOPE OF WORK

### Task A. Data Collection (\$7,815.03)

- Compile transportation- and land use-related GIS data from the City of Fayetteville, NCDOT, and other necessary sources, including but not limited to the following elements within the City of Fayetteville limits:
  - Street centerline
  - Annual Average Daily Traffic (AADT)
  - Functional classification
  - Sidewalk
  - Paved multiuse shoulders/bike lanes
  - Trail/greenway
  - Public right-of-way boundaries
  - Parcel boundaries
  - Wetlands and natural areas, including floodplains
  - Utility and other public easements
  - Subdivision boundaries
  - Census demographic information, including population density, zero-car households, minority population, and median household income.
  - Schools and other community resources
  - Transit stops/routes
  - Bicycle level of traffic stress (analysis previously developed by Kittelson)

*Note that the City has already provided some of the data listed above as part of previous projects. Kittelson will confirm the data sources are the most recent available data, request any missing data from the City, and compile the data into a single geodatabase for the project analysis.*

- Identify up to 40 strategic corridors from the list of City-maintained roadways, per feedback from City staff.
- Compile GIS- or aerial imagery-based data from the City of Fayetteville, NCDOT, and other necessary sources for the following elements for the 40 strategic corridors, including but not limited to the following:
  - Roadway facility type
  - Number of lanes

- Intersection control type
  - Annual Average Daily Truck Traffic (AADTT)
  - Posted speed limit
  - Recent reported crash history (from NCDOT web maps and tables)
  - Intersection spacing
  - Driveway spacing
- Review five (5) to ten (10) relevant plans, programs, funded projects, and previous studies to identify all planned or programmed projects (whether funded/in process or unfunded) along the strategic corridors or related to street connectivity.
  - Compile stakeholder comments/concerns along the strategic corridors, including any public comments received prior to this analysis, to be provided by City staff.
  - Compile 5-minute vehicle probe data along the strategic corridors, where available, and evaluate corridor performance, including weekday AM and PM peak hour travel time, delay, and travel time reliability. Approximately three months of vehicle probe data will be aggregated. Data from year 2019 will be preferred to avoid impacts of the COVID-19 pandemic.

*Note that it is estimated that probe data is available for approximately 25% of the total study corridor mileage. This data is intended to supplement the HCM volume-to-capacity analysis described below and will not be the focus of the study.*

#### **Task B. Connectivity Analysis (\$37,307.96)**

- Review the City's development code, including zoning and subdivision ordinances, to identify existing requirements related to neighborhood street connectivity and access.
- Develop a list of performance metrics and evaluation criteria to address project identification and prioritization related to street connectivity, including but not limited to the following:
  - Number of existing accesses to collector or arterial streets,
  - AADT on neighboring collector or arterial streets with existing access,
  - Proximity to transit stops,
  - Proximity to existing bicycle and pedestrian infrastructure,
  - Proximity to schools, civic uses, and neighborhood (or higher) commercial nodes,
  - High-level cost
  - General feasibility, including potential impacts to wetlands/natural resources, private property, or utilities/structures.

- Utilize Kittelson's GIS algorithm to identify and screen possible connection points to increase street connectivity at critical areas:
  - Identify sub-areas or neighborhoods within the City that lack street connectivity, experience issues with emergency access, or could benefit from additional street or pedestrian connections,
  - Identify parcels or public right-of-way near cul-de-sacs that create opportunities for connectivity to arterials or street networks in adjacent subdivisions, and
  - Compare the resulting list with any previously-identified or funded transportation or street connectivity improvements to synergize the findings and avoid duplication.

*While the study area will include all of the City of Fayetteville, the initial screening of connection points is estimated to identify an average of two (2) connections per neighborhood.*

- Gather Census data for selected locations to be used in further screening and prioritization efforts, including:
  - Median household income
  - Zero-Car Households
  - Demographic information on race, gender, and other factors
- Assess general feasibility and provide a ranking (high-, medium-, or low-priority) and type of connection (street/motorized or path/non-motorized) for each connection point identified above according to the list of performance metrics and evaluation criteria described above.
- Develop a GIS-based scoring of connections, based on a half-mile (pedestrian access) and 5-mile (bicycle access) buffer surrounding the location, and under consideration of GIS and Census information, with the goal of quantifying the potential impact of the connection on socio-economic factors and access to the transportation network by mode. The team will also use the previously-completed level of traffic stress analysis and sidewalk inventory in this activity.

#### **Task C. Strategic Corridor Analysis (\$41,851.64)**

- Extract the FAMPO regional travel demand model base and model year outputs to develop growth rates for the study corridors.
- Confirm growth rates with City staff and adjust as needed.
- Apply the growth rates to existing link-level AADTs on the study corridors to forecast year 2050 (presumed design-year) AADTs.

*Note that Kittelson has already requested and reviewed the FAMPO travel demand model as part of a recent project. Therefore, no validation or adjustment to the model is assumed.*

- Develop a spreadsheet-based application of planning-level analysis methods (e.g. Highway Capacity Manual) to estimate segment- and intersection-level volume-to-capacity (v/c) along the study corridors and at major intersections.
- Identify volume factors (K-factor, D-factor, and others as necessary) and applicable capacity factors (e.g. saturation flow rate adjustments and cycle lengths and effective green times at signalized intersections) for each study corridor.
- Apply relevant funded or in-process transportation improvements along the study corridors to the assumed lane configurations in the analysis spreadsheet.
- Coordinate with City staff or other applicable stakeholders to confirm volume factors and other analysis assumptions, as needed.
- Apply volume and capacity factors to each segment and major intersection along the study corridors and identify existing and future year v/c.
- Translate the future year v/c calculations to a general level of service (D or better, E, or F).
- Identify gaps within the sidewalk or crosswalk network along the study corridors using aerial imagery.
- Estimate bicycle level of traffic stress (LTS) along the study corridors by aggregating existing data, including roadway cross section, posted speeds, and AADT.
- Identify locations with high crash frequency, bicycle crashes, or pedestrian crashes along the strategic corridors, based on NCDOT's online crash map.
- Highlight transit routes that overlap with areas with failing design year level of service and/or low travel time reliability.

*This scope does not include any new Synchro or other level of service analysis beyond what is noted. Synchro files, if available, may be reviewed to check project assumptions such as cycle lengths, etc.*

#### **Task D. Recommendations (\$70,154.04)**

- Propose modifications/updates to the City development code to address gaps related to street connectivity.
- Identify up to ten (10) of the highest-ranking connections developed from the connectivity analysis in Task B and develop project cut sheets as follows:
  - Confirm the general feasibility of the ten projects and support from City staff.
  - Identify any additional design recommendations necessary for each project beyond a typical street section, including structures/bridges, traffic calming devices, or unique multimodal treatments.

- Prepare a concept design (5-10% level) based on Google Earth imagery and right-of-way/parcel information.
- Develop a concept-level cost estimate for each project, including a cost breakdown by construction, right-of-way, structural needs, and utility impacts.
- Develop a 3-D visualization for each project, superimposed on aerial photography. Recognizing that some projects may require structures, property takes, traffic calming, or unique multimodal facilities, the visualizations will be used to support ongoing public and stakeholder engagement.
- Prepare strategic corridor recommendations:
  - Identify any future deficient locations along the strategic corridors based on crash frequency/rate, high v/c and/or anticipated failing level of service, public and stakeholder comments, gaps in the pedestrian network, or high bicycle LTS.
  - Compare the list of deficient locations with funded or in process improvements identified by the City through recent plans or programs.
  - Develop a simple matrix of multimodal performance measures and evaluation criteria to support a general ranking of deficient locations, with input from City staff.
  - Screen and rank the list of deficient locations to identify high-priority locations based on the list of performance measures.
  - Provide high-level recommendations to address each high-priority location, including intersection improvements (additional lanes and/or traffic control modifications), crosswalk treatments, sidewalk or multi-use path, bicycle facilities, access management improvements, or other safety enhancements.
  - Prepare a conceptual rendering for each high-priority recommendation (maximum of two per strategic corridor) to support stakeholder engagement.
  - Provide an order-of-magnitude cost for each recommended strategic corridor improvement.
  - Categorize each recommended improvement as near-, medium-, or long-term based on general benefits, cost, and feasibility.
- Identify transit recommendations
  - Identify areas with high propensity for transit based on demographic information and major employers/destinations.
  - Suggest transit route changes or other strategies to improve service in critical areas and avoid traffic congestion if possible.
  - Summarize transit-related recommendations and strategies for inclusion within future City Transit Development Plans.

- Prepare project prioritization and implementation plan:
  - Explore and synthesize funding options, including but not limited to the state TIP process, local funding, private development, federal transportation grants, federal national security and military grants, Safe Routes to School, and NCDOT Planning Grants for multimodal improvements, to assist the City in moving the project recommendations to implementation.
  - Use scoring metrics, including but not limited to traffic congestion relief, multimodal safety, stakeholder feedback, and equity, to develop a prioritized list of improvements.
  - Apply team familiarity with the NCDOT prioritization process to assist the City in setting up projects for maximum success in the state TIP, including splitting or combining projects.

#### Task E. Deliverables (\$46,069.52)

- Prepare a brief document/profile for each strategic corridor to describe existing and future operations and recent reported crash history, anticipated deficiencies, planned/programmed improvements, and project recommendations.
- Prepare a power point presentation summarizing the CTP and recommendations.
- Package and deliver all GIS-based mapping information and results for the project.
- Deliver a spreadsheet summarizing the strategic corridor analysis results.
- Prepare project cut sheets, including 3-D visualizations and high-level cost estimates, for up to ten (10) recommended projects as a result of the connectivity analysis in Task B.
- Prepare mapping displaying the analysis limits, deficient locations, and project recommendations, including but not limited to the following:
  - Study area, including base map, City limits, and strategic corridors
  - Planned and funded multimodal transportation improvements
  - General extents of each neighborhood/subdivision, including those with only one access, and potential connectivity points (approximately two per neighborhood)
  - Recommended neighborhood connection points
  - Strategic corridor AADT
  - Strategic corridor high crash locations, including pedestrian and bicycle crashes
  - Strategic corridor travel time, travel time reliability, and/or delay (where probe data are available)
  - Strategic corridor hot spots (LOS E or F)

- Strategic corridor bicycle level of traffic stress (LTS)
- Sidewalk and trail network
- Transit network and transit propensity
- Recommended projects on strategic corridors
- Prepare a matrix of performance metrics, evaluation criteria, and prioritized recommendations from the connectivity analysis in Task B, with the intent that City staff can apply the methodology to future developments.
- Prepare a technical memorandum describing the project background, analysis assumptions, performance measures, results, and recommendations, with the intent to support duplication or repeated application of the methodology by City staff.

#### **Task F. Public and Stakeholder Engagement (\$23,030.55)**

- Participate in biweekly progress meetings with City of Fayetteville and selected stakeholders with one (1) Kittelson staff.
- Prepare for and attend up to three (3) meetings with the project steering committee (to include the City of Fayetteville and any other interested stakeholders identified by the City of Fayetteville) with two (2) Kittelson staff:
  - The first meeting will act as the project kickoff meeting and will be held within ten (10) business days of notice to proceed.
  - The second meeting will be held after substantial completion of the connectivity analysis in Task B and will serve as an interim meeting to review preliminary connectivity recommendations.
  - The final meeting will be held after substantial completion of the remainder of the project, including strategic corridor analysis and preliminary recommendations, but potentially before the final deliverables are submitted.
- Prepare an online comment map identifying the strategic corridors and for purposes of soliciting public comments on the corridors and any existing deficiencies.
- Prepare for, attend, and document up to two (2) public meetings with up to three (3) staff over the length of the project:
  - The first meeting will occur after the project existing conditions assessment, and the second meeting will be held after the project future conditions assessment is completed and project alternatives have been developed.
  - A formal presentation and up to ten (10) boards will be presented for each public meeting.

- After completion of the project, prepare for and attend up to two (2) meetings with governing bodies or project stakeholders to present the project findings and recommendations with one (1) Kittelson staff.

*This scope assumes attendance at up to two (2) public meetings and up to two (2) meetings with governing bodies or project stakeholders at the conclusion of the project. All other meetings are assumed to be held virtually via web-meeting or conference call.*

**Task G. Project Management (\$5,306.86)**

- Coordinate with City staff periodically.
- Provide monthly progress reports and invoices.

**Direct Expenses (\$2,826.58)**

- Travel costs for up to two (2) public meetings and up to two (2) meetings with governing bodies after the project.
- Printing costs for up to ten (10) boards at each public meeting.

## PART B – FEE AND SCHEDULE

Kittelson will perform the services listed in Part "A" on a time-and-materials basis at a fee of \$234,362.18, which includes all direct expenses to be billed on a percent complete basis by task. The total project duration will be a period of approximately twelve (12) months from notice to proceed date. A breakdown of costs and estimated schedule are shown below.

Task	Fee	Billing Method
A. Data Collection	\$7,815.03	Time & Materials
B. Connectivity Analysis	\$37,307.96	Time & Materials
C. Strategic Corridor Analysis	\$41,851.64	Time & Materials
D. Recommendations	\$70,154.04	Time & Materials
E. Deliverables	\$46,069.52	Time & Materials
F. Public and Stakeholder Engagement	\$23,030.55	Time & Materials
G. Project Management	\$5,306.86	Time & Materials
Direct Expenses	\$2,826.58	Time & Materials

*A detailed cost estimate with labor rates is provided on the following page.*

Task	April 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023
A. Data Collection												
B. Connectivity Analysis												
C. Strategic Corridor Analysis												
D. Recommendations												
E. Deliverables												
F. Public and Stakeholder Engagement												
G. Project Management												

Classification	Project Principal Barian Schroeder Senior Principal Engineer	Multimodal Advisor Andrew Ooms Senior Engineer	Cost Estimate Lead Josh Hurst Associate Engineer	Project Manager Zachary Buzg Senior Engineer	Analysis Lead Tara Hofferth Engineer	GIS Lead Jon Somerville Senior Technician	GIS Support Huiyao Yu Engineering Associate	Visualizations Lead Alex Rebeck Engineering Associate	Data Support Rafiq Rahman Transportation Analyst
Task									
A. Data Collection	4	2	2	4	8	4	8		40
B. Connectivity Analysis	4	20	2	20	80	24	60	\$	80
C. Strategic Corridor Analysis	4	40	40	40	80		40	80	120
D. Recommendations	8	48	80	40	100		40		80
E. Deliverables	8	40		40	100	4	40		120
F. Public and Stakeholder Engagement		24		56	60				20
G. Project Management	4	4		22					
Total Hours	28	178	88	222	408	32	188	88	480
Rate per Hour	\$ 76.42	\$ 51.42	\$ 66.08	\$ 48.96	\$ 38.05	\$ 42.96	\$ 33.84	\$ 37.21	\$ 31.74
Payroll Burden	\$ 2,139.76	\$ 9,152.76	\$ 5,815.04	\$ 10,869.12	\$ 15,524.40	\$ 1,586.72	\$ 6,351.92	\$ 3,274.48	\$ 14,600.40
Overhead	203.54%	\$ 4,355.27	\$ 18,629.53	\$ 22,129.01	\$ 31,598.56	\$ 3,188.90	\$ 12,949.05	\$ 6,664.68	\$ 29,717.65
Facilities Cost of Capital (CCOW)	0.15%	\$ 4.07	\$ 17.39	\$ 20.65	\$ 29.50	\$ 2.98	\$ 12.09	\$ 6.22	\$ 27.74
Fee	10%	\$ 649.50	\$ 2,778.23	\$ 3,498.21	\$ 4,712.28	\$ 475.56	\$ 1,931.10	\$ 993.84	\$ 4,431.81
Total Labor Costs	\$	\$ 7,148.50	\$ 30,577.91	\$ 36,311.99	\$ 51,264.84	\$ 5,234.16	\$ 21,254.16	\$ 10,939.51	\$ 49,777.60
Direct Expenses	\$	\$ 2,826.60	\$	\$	\$	\$	\$	\$	\$
GRAND TOTAL COSTS	\$	\$ 234,362.18	\$	\$	\$	\$	\$	\$	\$

Exhibit B

**GENERAL SERVICES AGREEMENT FOR CONSULTING SERVICES BETWEEN**

**CITY OF FAYETTEVILLE  
FAYETTEVILLE, NORTH CAROLINA**

**AND**

**KITTELSON & ASSOCIATES**

**November 19, 2021**

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

GENERAL SERVICES AGREEMENT  
FOR CONSULTING SERVICES

**THIS AGREEMENT**, effective the day of November 19, 2021 by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and **KITTELSON & ASSOCIATES** (hereinafter referred to as **CONSULTANT**), a corporation with principal business offices at 272 North Front Street, Suite 410, Wilmington, NC 28401.

**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 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 **CITY** proposes to announce to various competing firms its need for professional consulting services in the future by requesting Proposals and the subsequent acceptance of proposals and the issuance of written authorizations to proceed, which together with this Agreement shall constitute a contract between the **CITY** and the **CONSULTANT**; and

**WHEREAS**, the parties contemplate that the services of **CONSULTANT** will be performed 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 General 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 - REQUEST FOR PROPOSAL-SUBMITTAL OF PROPOSAL.** As the need for consulting services arise, **CITY** will request a Proposal for said services from **CONSULTANT** which shall describe the scope of work, program, estimated schedule and **CITY'S** requirements.

If CONSULTANT has the qualified personnel to meet CITY'S requirements to perform the consulting services requested by the CITY, CONSULTANT will submit to CITY within the time specified a written Proposal describing the necessary engineering, technical and/or other services, guidance, opinions and advice to be provided. The Proposal shall set forth in general terms CONSULTANT'S recommendations to carry out the work, CONSULTANT shall list the background and experience of CONSULTANT'S personnel to be assigned to the project. Said Proposal shall contain a fee schedule setting forth fees for services of the various categories of personnel to be assigned to CITY'S project.

**ARTICLE 1.1 - ACCEPTANCE OF PROPOSAL.** CITY and CONSULTANT contemplate certain discussions, negotiations and possible changes to the Proposal submitted by CONSULTANT. Upon a meeting of the minds, CONSULTANT shall submit the final Proposal which shall set forth the agreement of the parties. If said Proposal is acceptable, the CITY shall accept same in writing. CONSULTANT'S fee schedule shall remain in effect during the term of this Agreement, unless modified by the parties in writing. CITY shall provide CONSULTANT with a specific written Authorization to Proceed for each Proposal accepted by CITY.

**ARTICLE 2 - TERM OF AGREEMENT.** The term of this General Services Agreement for Consulting Services shall be for three (3) years from the date it is effective. The Agreement may be extended thereafter by mutual written agreement of the parties.

**ARTICLE 2.1 - ASSIGNMENT.** It is the intent of this Agreement to secure the personal services of the CONSULTANT and failure of the CONSULTANT for any reason to make the personal services available to the CITY for the purposes described in this Agreement shall be cause for termination of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of CITY. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist CONSULTANT in the performance of services rendered.

**ARTICLE 3 - COMPENSATION.** CONSULTANT shall submit to CITY monthly invoices for services performed during that month, computed on the basis of the Proposal accepted by CITY. 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 General Services Agreement does not bind or obligate the CITY to pay CONSULTANT any compensation.

**ARTICLE 3.1 - 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.

**ARTICLE 3.2 - COSTS AND EXPENSES.** CONSULTANT will invoice CITY for all travel and living expenses of its employees assigned to a project which said expenses shall be at actual cost, unless said costs or expenses are specifically set forth and included in a fixed price contract. Accommodations for CONSULTANT'S employees shall be arranged by CONSULTANT. Living expenses for CONSULTANT'S employees shall be the usual and customary expenses for accommodations to which CONSULTANT'S employees are accustomed, and which are prevailing in Cumberland County, North Carolina.

**ARTICLE 3.3 - 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 any other governmental entities. In the event sufficient appropriations or monies are not made available to the CITY to pay the terms of this agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the CITY.

**ARTICLE 4 - 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.

**ARTICLE 4.1 - CONSULTANT NOT RESPONSIBLE FOR CONSTRUCTION MEANS OR SAFETY.** A **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'S** Proposal sets forth a safety program which is accepted by CITY and becomes a part of the agreement between the parties.

**ARTICLE 4.2 - CONSULTANT AS CONSTRUCTION MANAGER.** In the event the CITY contracts with the **CONSULTANT** to provide Construction Management Services, the **CONSULTANT** shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with the plans and specifications. In no event shall **CONSULTANT** be responsible for any contractor's, subcontractor's, vendor's, or other project participant's failure to comply with federal, state or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards unless it has contracted with the CITY to do so.

**ARTICLE 5 - 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, sub-contractor'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 represent its best judgment as an experienced and qualified professional familiar with electric, water and sewer utility projects, or other projects for which **CONSULTANT** is employed. 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 made on the basis of its experience and qualifications and shall represent **CONSULTANT'S** best judgment as an experienced and qualified professional familiar with electric, water and sewer utility projects, or other projects for which **CONSULTANT** is employed. **CONSULTANT** does not guarantee that project costs and schedules will not vary from the estimates and schedules given to CITY.

**ARTICLE 6.0 - LIABILITY, INDEMNIFICATION AND INSURANCE.**

**6.1 - 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.

**6.2 - INDEMNITY AND PROFESSIONAL LIABILITY.** 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 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 respects 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-VII.

**6.3- 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 the 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 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 Article 6.

**6.4- 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:

- (a) Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to CONSULTANT for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.
- (d) The CGL policy required above shall provide CONSULTANT with products and completed operations insurance, said coverage to be written on an occurrence basis, with coverage extended for such a period of time that 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.

**ARTICLE 7 - 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. 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 8 - 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 9 - 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 make a Proposal to CITY. Additionally, the CITY shall also be responsible for the following:

- (1) Make final decisions utilizing information supplied by CONSULTANT.
- (2) Designate personnel to represent CITY in matters involving the relationship between CITY, CONSULTANT and third parties.
- (3) Provide such accounting, independent cost estimating, and insurance counseling services as may be required by the project.
- (4) 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.
- (5) Enter into contracts for the purchase, construction, or other services with contractors, subcontractors, and vendors.
- (6) Provide financing for the project and make all payments in accordance with the terms of the contract.

**ARTICLE 10 - OWNERSHIP OF DOCUMENTS.** All documents, including drawings and specifications prepared by CONSULTANT pursuant to this AGREEMENT, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability to CONSULTANT. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CITY and CONSULTANT.

**ARTICLE 11 - TERMINATION OF CONTRACT FOR CAUSE.** In the event of substantial failure by CONSULTANT to perform in accordance with the terms of this contract, CITY shall have the right to terminate CONSULTANT upon ten calendar (10) days written notice in which event CONSULTANT shall have neither the obligation nor the right to perform further services under this contract nor shall the CITY be obligated to make any further payment for work that has not been performed.

**ARTICLE 12 - 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 Contract. Upon such notice, CONSULTANT shall have neither the obligation nor the right to perform services under this contract nor shall the CITY be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, CONSULTANT shall be paid for the completed and accepted work executed in accordance with this Contract 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 Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the CITY.

**ARTICLE 13 - 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 14 - 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: LEE JERNIGAN  
PUBLIC SERVICES ASSISTANT DIRECTOR  
433 HAY STREET  
FAYETTEVILLE, NORTH CAROLINA 28301

**TO CONSULTANT:** KITTLESON & ASSOCIATES  
ATTENTION: JOSH HURST  
PROJECT MANAGER  
272 NORTH FRONT STREET, SUITE 410  
WILMINGTON, NORTH CAROLINA 28401

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

**ARTICLE 15 - 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.

**ARTICLE 16 - GOVERNING LAW.** This Agreement shall be governed by the laws of the State of North Carolina.

**ARTICLE 17 - MISCELLANEOUS.**

**17.1 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.

**17.2 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.

**17.3 SEVERABILITY.** The invalidity, illegality, or un-enforceability of any portion or provision of this Agreement shall in no way affect the validity, legality and/or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of the Agreement

shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal or unenforceable. Provided, however, this section 17.3 shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement which is of the essence of this Agreement shall be deemed void as provided by law or as determined by a court of competent jurisdiction.

**ARTICLE 18 - INTEGRATED AGREEMENT.** The CITY'S request for Proposal, the CONSULTANT'S written Proposal, the CITY'S authorization to proceed and this General 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, proposals, 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 19 - BENEFITS LIMITED TO PARTIES.** Nothing herein shall be construed to give any right or benefits hereunder to anyone other than CITY and CONSULTANT.

**19.1 LIMITATIONS.** CONSULTANT'S total liability to CITY under each authorization shall not exceed the total compensation paid under the authorization, or \$1,000,000, whichever is greater; any portion of liability determined to be consequential damages under this per authorization limit, shall not exceed the compensation paid under the authorization. In no event shall CONSULTANT'S total liability in the aggregate, for all services under this agreement, exceed \$4,000,000. Limits set forth in this agreement shall apply notwithstanding any and all causes whatsoever including, but not limited to negligence (of any degree), errors, omissions, warranty, indemnity, strict liability or breach of contract, provided, however, that the foregoing limitation shall not apply to any indemnity obligations of consultant with respect to third party personal injury and death or damage to third party property.

**ARTICLE 20 - 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 (Twelfth 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 21 - E-VERIFY.** CONSULTANT 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 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 contract.

**ARTICLE 22 - 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 actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the CITY or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the CITY'S finances, public standing, image, or reputation or are embarrassing or offensive to the CITY or may reflect unfavorably on the CITY or are derogatory or offensive to one or more employee(s) or customer(s) of the CITY, the CITY may immediately upon written notice to CONSULTANT terminate this Contract, in addition to any other rights and remedies that the CITY may have hereunder or at law or in equity.

ARTICLE 23 - 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.

ARTICLE 24 - IRAN DIVESTMENT ACT CERTIFICATION. As mandated by N.C.G.S. 147-86.59(a), CONSULTANT hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. CONSULTANT further certifies that in accordance with N.C.G.S. 147-86.59(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. CONSULTANT certifies that the signatory to this General Services Agreement is authorized by the CONSULTANT to make the foregoing statement.

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

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

CITY OF FAYETTEVILLE,  
NORTH CAROLINA

BY: *Douglas J. Hewett*  
Douglas J. Hewett, ICMA-CM  
City Manager



*Jennifer L. Ayre*  
Jennifer L. Ayre, Deputy City Clerk  
12/27/2021

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

*[Signature]*  
Chief Financial Officer

DATE: 12/8/2021

KITTLESON & ASSOCIATES

BY: *[Signature]*  
DocuSigned by:  
K4407ATE7DAA140...

TITLE: Senior Principal Engineer

Client#: 763494

KITTEASC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services NW PR, 601 Union Street, Suite 1000, Seattle, WA 98101. CONTACT: Please See Below: PHONE: 206 441-6300, FAX: 610-362-9530, E-MAIL: Seattle.PL.CertRequest@usi.com. INSURED: Kittelson & Associates, Inc., 851 SW 6th Avenue, Suite 600, Portland, OR 97204. INSURER(S) AFFORDING COVERAGE: INSURER A: Massachusetts Bay Insurance Company (NAIC # 22306), INSURER B: Allmorica Financial Benefit Ins. Co. (41040), INSURER C: XL Specialty Insurance Company (37885).

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 EXCLUSION 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.

Table with columns: COVERAGE, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) \*\*Please Note: (The limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract.\*\*

RE: KAI PN 27211 - City of Fayetteville On-Call 2021. The General Liability and Automobile Liability Policies include an automatic Additional Insured endorsement (See Attached Descriptions)

CERTIFICATE HOLDER: City of Fayetteville, 433 Hay Street, Fayetteville, NC 28301. CANCELLATION: 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: [Signature]