

**CITY OF FAYETTEVILLE
WORK AUTHORIZATION
FOR
PROFESSIONAL SERVICES
BY
HAZEN AND SAWYER**

In accordance with the Professional Services Agreement (Agreement) dated April 1, 2025, between the CITY OF FAYETTEVILLE (hereinafter called OWNER) and HAZEN AND SAWYER (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:

This Work Authorization is for professional services related to the City of Fayetteville Cross Creek Channel Improvements Preliminary Design. Hazen and Sawyer will provide project management services and development of the preliminary design for Cross Creek Channel. This work authorization will be for the not-to-exceed fee shown in Exhibit A which is hereby attached and incorporated herein by reference.

Funding Mechanism: Stormwater Enterprise Fund

Division/Department Representing the City: Stormwater/Public Services

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 detailed in Exhibit A:

This Scope of Services is for professional services related to the City of Fayetteville Cross Creek Channel Preliminary Design. Hazen and Sawyer will provide project management services and development of the preliminary engineering design for Cross Creek Channel. This work authorization will be for the not-to-exceed fee shown in Exhibit A which is hereby attached and incorporated herein by reference.

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 described 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 \$534,050. 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 September 1, 2025 or notice to proceed and shall be complete by August 1, 2026 or 11 months after notice to proceed.

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 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:

HAZEN AND SAWYER

BY: Matthew P. Jones

PRINT: Matthew Jones

TITLE: Vice President

DATE: 07-02-25

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

BY: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

JENNIFER L AYRE, MPA, MMC
City Clerk

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 of Services and Schedule

July 1, 2025

Cross Creek Channel Improvements: Preliminary Design Scope of Services

Introduction

The City of Fayetteville (City) previously engaged Hazen and Sawyer (Consultant) to study the Cross Creek watershed as part of the City's watershed master planning program. Through the watershed masterplan development, the Consultant identified through hydrologic and hydraulic modeling and field observations that the primary system, Cross Creek, has significant flooding within the downtown area (Figure 1). Historical flooding has resulted in significant property damages and disruption to community and economic activity in the downtown area. Cross Creek flooding includes:

- 5-year storm: Cross Creek is out of the banks at Festival Park and surrounds the Masonic Temple
- 10-year storm: Hillsboro Street overtops and Festival Park is flooded
- 25-year storm: Rowan Street overtops and Systel and the Post Office floods
- 100-year storm: Flooding reaches the Airborne Museum and Ann Street is near overtopping



Figure 1 - Ray Avenue overtopping during Tropical Storm Debby in August 2024

As part of the Cross Creek Watershed Master Plan development, the Consultant identified and evaluated high level concepts for proposed solutions to address flooding concerns, including detention, diversion, floodplain buyout, and capacity increases. Detention opportunities included conceptual design work for Rose Lake, documented under a separate preliminary engineering report, and additional detention opportunities at Glenville Lake and the CAT 1 Site. Each of these options focused on detaining stormwater upstream in the watershed before reaching downtown. Diversion opportunities considered included a large tunnel solution and a pump station, each of which would divert a portion of the creek flow around downtown areas with limited channel capacity and the worst flooding. Floodplain buyout would consist of purchasing properties within the 100-year floodplain, which would not directly address flooding extents but remove the risk of buildings flooding by removing the buildings. Increased capacity opportunities involved modifying channel and floodplain geometry to reduce the flooded width and increase the conveyance capacity of the channel.

The Consultant presented to the City Council on September 5, 2023, to summarize existing flooding concerns and discuss key advantages and limitations of the evaluated conceptual proposed solutions. The presented analysis noted that both Rose Lake and the channel improvement concept help reduce flooding along Cross Creek, with the channel improvement concept especially helping to address flooding downtown. Additionally, the analysis demonstrated that implementation of both concepts enhanced flood reduction. The City Council consensus resulting from this meeting was to pursue funding sources for both the channel improvement and Rose Lake options. City Staff subsequently requested Hazen to provide a scope of work to advance both of these efforts. The Rose Lake preliminary design scope has been presented separately. The conceptual design scope for Cross Creek Channel Improvements is presented herein.

Proposed services for Cross Creek Channel Improvements conceptual design include the following tasks:

- Project Management
- Supplemental Survey and Data Collection
- Channel Improvement Alternatives Development
- Hydrologic and Hydraulic Analyses
- Benefit Cost Analyses
- Preliminary Engineering Report

Basic Services

Task 1 – Project Management

1. Project Management – Consultant shall prepare and routinely update a Microsoft Project schedule and provide monthly reporting updates, including notification of any out-of-scope-work.
2. Progress Meetings – Consultant shall conduct monthly, one-hour virtual meetings with City staff throughout the project. Meetings shall include an update on the major milestones. As necessary, weekly phone calls shall be held to discuss critical or urgent items.

3. City Council Meetings – Consultant shall prepare materials and attend up to two (2) City Council meetings to support City staff.
4. Property Owner Notifications – Consultant shall prepare letters to notify property owners of required access during project for Consultant and Subconsultant staff. City shall be responsible for distribution of letters.

Deliverables

- Project schedule
- Monthly progress reports
- Progress meeting minutes
- City Council PowerPoint presentations
- Property owner notification letter

Task 2 – Supplemental Survey Data Collection

Consultant shall conduct a topographic survey, through a subconsultant, to establish additional key structures and crossings that are not detailed in the current survey database from the Cross Creek Watershed Masterplan. Survey extents shall include the stream corridor from the downstream side of Green Street bridge to the downstream side of the Rowan Street culvert (Figure 2) and is approximately 37 acres. Aerial/LiDAR and imagery will be collected with a 20 foot overlap (37 +/- acres) and approximately 5 acres are assumed to be validated through field run topo of obscured areas. The existing stream within development area will be located, and up to 18 field cross sections of the stream will be surveyed (Figure 2). The survey shall also include locations of all exposed or visible bedrock, saprolite, or hardpan present within the active channel.

Gravity storm sewers will be located and measured within the project limits, but SUE (subsurface utility engineering) survey is not included. LiDAR collection data will be post processed, including validation and map basic planimetrics from LiDAR data. An overall topographic survey will be prepared in accordance with NC Standards of Practice. Consultant will perform a field review of our subconsultant's survey information against existing field conditions.

Topographic data shall be used to perform hydraulic analyses, channel stability analyses, preliminary design of channel modifications and floodplain expansion, and used in establishing earthwork volumes for construction cost opinion development.

Deliverables

A signed PDF and electronic copy of the survey shall be provided in AutoDesk Civil 3D ® 2020 format.



Figure 2 - Channel Improvement Corridor Boundary with Proposed Survey Cross Sections



Figure 3 - Upstream Portion of Channel Improvement Corridor

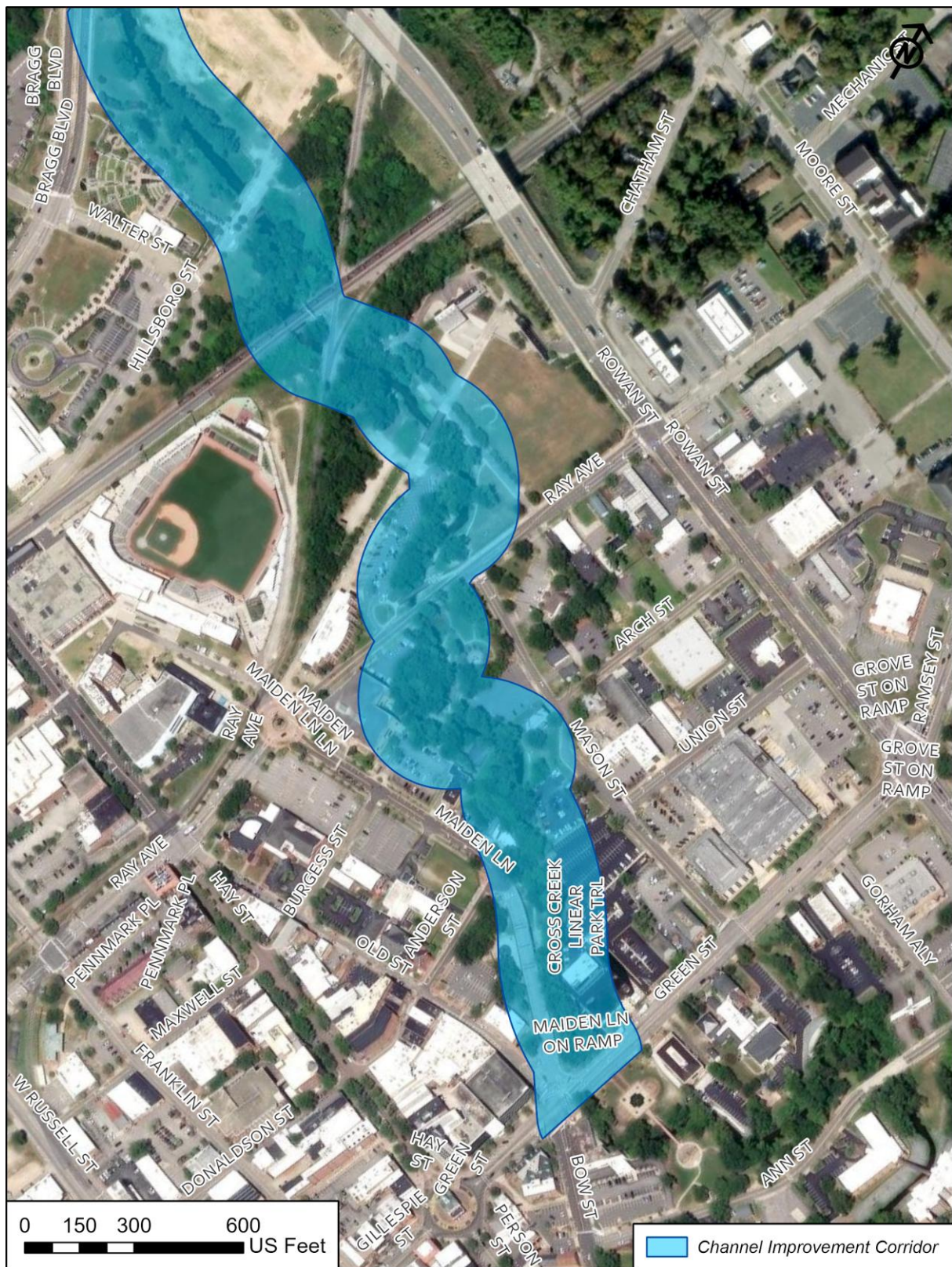


Figure 4 - Downstream Portion of Channel Improvement Corridor

Task 3 – Literature Review and Environmental Constraints Analysis

Consultant shall summarize historical and existing plans related to the proposed stream corridor such as U.S. Army Corps Flood Plain Information for Cape Fear River and Cross Creek Watershed Report (1970), Downtown Renaissance Plan Update (2013), Fayetteville Downtown Urban Design Plan (2019), and Downtown Riverine Flood Study Report (2021). In addition to reviewing local documents, the Consultant shall summarize similar channel improvement and stream restoration park projects completed by other cities. A summary of these findings will be included in the Task 4 technical memorandum.

Consultant shall conduct high-level environmental permitting and hazardous material assessments for the proposed stream corridor to identify potential environmental constraints. The analysis will not be based on field assessment data but instead on research of readily available data. The analysis will include an assessment of potential environmental and historic preservation impacts and permitting requirements as well as the likelihood of the presence of contamination within the proposed project limits. A summary of the environmental site constraints analysis will be included in the Task 4 technical memorandum. A detailed environmental analysis report will be included in the Task 6 Preliminary Design Report (PDR). The technical memorandum and PDR will document high-level design constraints and anticipated design phase investigation and permitting needs.

Task 4 – Alternatives Analysis

Consultant shall prepare concepts for up to three alternative channel configurations. These alternatives are expected to vary in longitudinal extent, lateral extent, general geometry, hydraulic capacity, and approach for incorporating road crossings. All three alternatives are expected to include a consistent set of planned intersecting projects. A maximum set of three planned projects are assumed to be included in the alternatives analysis. Such projects could include greenway or utility crossings over the creek or integration of an urban park or greenspace along the stream corridor. Prior to developing the alternative channel configurations, the Consultant assumes a maximum of four (4) collaboration meetings with the City to discuss the general intent of the alternatives, site constraints, opportunities and planned projects. Meeting objectives are assumed to include but not be limited to:

- Review preliminary findings from survey collection and environmental and hazardous materials assessments
- Develop prioritization for the most and least viable land resources for location of channel improvements.
- Determine planned projects the City seeks to integrate into the Alternatives Analysis.

The HEC-HMS and HEC-RAS models developed as part of the Cross Creek Watershed Masterplan will serve as the basis for hydrologic and hydraulic analyses of the design alternatives. These models will include all prior validation analyses and will include any additional validations such as large storm events. Consultant will integrate the field survey data into the HEC-RAS model to create a refined base conditions model. The base model will be used to create the three channel improvements scenarios. A

technical memorandum will be developed summarizing the alternative channel configurations and analysis results, including the following for each concept alternative:

- Annotated GIS plan view layout
- Typical cross sections
- Concepts for in-stream grade control and stabilization structures
- AACE Class 4 construction cost opinion
- Discussion of key factors affecting the cost opinions
- Likely property impacts / acquisition needs
- Preliminary hydraulic profile and flooding extents for the following storms:
 - 5, 10, 25, 50, 100-yr recurrence intervals
- Preliminary structural damages mitigated and riparian and urban green space enhancement and restoration benefits associated with each alternative according to FEMA BCA procedures or similar procedures to pursue grant opportunities
- Conceptual opportunities for co-benefits and community amenities
- Likely environmental constraints and permitting requirements
- Likely CSX coordination needs regarding the railroad crossing
- Likely NCDOT coordination needs regarding the drainage easement at the downstream end of the culvert under Bragg Blvd
- Likely PWC coordination needs regarding aerial sewer crossings
- Likely FEMA permitting
- Construction phasing and sequencing options

Consultant assumes a maximum of three (3) meetings with the City, in addition to the 4 preliminary collaboration meetings noted above, to review the alternative channel configurations and select a preferred alternative to advance to preliminary design.

Task 5 – Preliminary Design

The preferred alternative selected under the prior task will be advanced through preliminary design. Preliminary design efforts will focus on refining characteristics and estimates established under the alternatives analysis and advancing the design to maximize flood mitigation benefits and viable co-benefits, integrate stakeholder feedback, refine the cost opinion and FEMA BCA calculations, and develop a better understanding for potential constraints and risks that may be encountered during future detailed design efforts. The resulting design could be characterized as a 15% design milestone.

Channel Geometry, Grading and Stabilization

A proposed plan and profile will be developed for the selected alternative. The channel geometry and grading and stabilization plan will consider constraints imposed by property boundaries and existing structures, hydraulic capacity needs, channel stability needs, and quantification of earthwork volumes.

A CAD plan set will be developed for the proposed channel geometry. The plan set will note areas where localized constraints may require additional grading details to be developed during subsequent detailed

design efforts. The plan set will also note conceptual locations for in-stream stabilization measures such as drop structures, toe protection, vanes, pools and riffles.

Road Crossing Analysis

A plan will be developed for each road crossing to establish the type of road crossing (i.e. bridge, culvert, etc.), basic geometry, including height and length, approach for harmonizing with adjacent roadways, and anticipated cost. This preliminary design will not include any structural design of the road crossings.

Hydrologic and Hydraulic Analysis

Hydrologic and hydraulic analyses from the alternatives analysis will be refined based upon advancements in channel geometry, stream stabilization measures and road crossing details. In addition to the primary system modeling conducted through the alternatives analysis, the Infoworks model developed through the Cross Creek Watershed Master Plan will be utilized to evaluate potential reductions in secondary system flooding resulting from the channel improvements. Preliminary structural damages mitigated and riparian and urban green space enhancement and restoration benefits according to FEMA BCA procedures will be refined from the alternatives analysis.

In addition to design storm simulations, flooding characteristics will be evaluated for the following historical storms utilizing previously generated GARR analysis:

- Hurricane Matthew (October 8, 2016)
- 11/10/20 Storm
- 6/27/23 Storm
- 8/27/23 Storm

Co-Benefits and Aesthetic Design

Consultant shall identify and evaluate co-benefits that are intrinsic to the channel improvement and additional co-benefits that could be incorporated in conjunction with the core channel improvement. Co-benefits may include improved channel aesthetics, improved public access, potential park and/or greenway features, and increases in adjacent property values due to reduced flooding and enhanced amenities.

Up to three (3) landscape design renderings shall be developed for key aesthetic and recreational amenities proposed in conjunction with the channel improvement. These will be used as a resource for the Stakeholder Outreach and will be conceptual-scale renderings to illustrate general ideas but not defined detailed design since overall effort will be representative of a 15% design at this stage of the project.

Stakeholder Outreach

Advisory Group sessions

Consultant shall support two (2) facilitated sessions of an internal advisory group made up of representatives of key departments within the City. The aim of the sessions will be to present the details of the proposed channel corridor project, and to gather input from each of the departments about the potential impacts to their respective programs and projects, both current and planned. Session 1 will focus on an overview of the process used to arrive at the proposed alternative as well as an overview of the channel modification project. Following this overview, department representatives will reconvene by respective group to participate in facilitated discussions led by project team members. These focused discussions will ensure detailed input is gathered and allow for specific questions and issues of concern to be addressed. Session 2 will follow a similar format with an initial overview of the findings from the first session, followed by facilitated discussions by department to further refine the input and compile lists of key stakeholders who should be informed and engaged as the project advances.

Consultant shall prepare informational materials such as boards and displays for each session to provide attendees with an overview of the project, the benefits and constraints, the process for designing the project, and the steps necessary to advance the project. as well as large-format inundation maps to aid discussions. Key example landscape design renderings from similar projects in other communities may be presented to gather input. The City shall be responsible for coordinating meeting logistics, including, but not limited to identifying meeting location(s), scheduling, and inviting attendees.

Deliverables:

- Run-of-show for up to two (2) advisory group meetings
- Meeting materials (up to 5 information boards, 3 inundation maps, and handouts)

Stakeholder Outreach Guide

Based on input received during the Advisory Group sessions, Consultant shall develop an initial Stakeholder Outreach Guide to inform the process of engaging key stakeholders for the duration of the channel mediation project 15 percent design phase. The Consultant will also conduct high-level research of community issues, stakeholders, and demographic insights to provide background and inform the recommended messaging and strategy. The initial Guide will be shared with key staff as determined by the City and may include key leadership, existing communication staff, and others as deemed appropriate. Upon review and input, a final Guide will be developed. Based on current understanding of the City's needs, Consultant shall also provide the following materials in support of stakeholder outreach.

Deliverables:

- Stakeholder Outreach Guide (draft for review and final)
- Background research
- Fact Sheet – a public-friendly one-page project Fact Sheet
- Elected Officials Briefing Sheet – a one-page briefing sheet for elected officials. The intent will be to provide officials with a brief overview of the upcoming outreach effort coupled with

answers to questions frequently raised by constituents. This tool will ensure consistent messaging and be a quick resource for officials to reference as the effort advances.

- Website Landing Page – content for a landing page on the City’s website providing overview information about the project and upcoming community meetings

Assumptions

The City will fund print services for Fact Sheets, translation services if needed, and will coordinate placement of website content. Consultant will provide graphic design for meeting materials, Fact Sheet, and Briefing Sheet.

Task 6 – Preliminary Design Report

Consultant shall prepare a PDR presenting the design, cost, and benefit of proposed improvements. Pertinent supporting information shall be provided as appendices or attachments. The report shall summarize:

- Field investigations (survey)
- Environmental constraints analysis
- Model advancement (calibration)
- Improvements (channel and floodplain modifications including profile and cross-sections and road crossings)
- Project benefits and financial analyses (estimated construction and project cost, BCA, other benefits)

The PDR shall include figures depicting:

- Collected survey data
- Depiction of conceptual channel and floodplain modifications
- Known City and County projects in the vicinity of the conceptual channel
- Project phasing options
- Inundation mapping, with impacted roadways and habitable structures identified, as previously outlined

Additional Services

Requested work that is not identified under Basic Services shall be performed as an Additional Service, upon agreement between City and Consult. No services shall be provided under Additional Services without prior authorization.

Services Not Included

This scope of services excludes the following:



- Property boundary evaluations will be based upon available GIS data, with no property boundary surveys proposed
- Permitting application preparation, submittal, or fees for any regulatory agency
- Grant funding applications
- Coordination or meetings with any regulatory agency
- Survey of historical artifacts, endangered species, hazardous materials, property boundaries
- Revisions to published floodplain mapping
- Development of new, or substantial revisions to, existing hydrologic or hydraulic models, except as explicitly outlined under Basic Services
- Construction drawings, Contract documents, Construction services
- Detailed environmental assessment

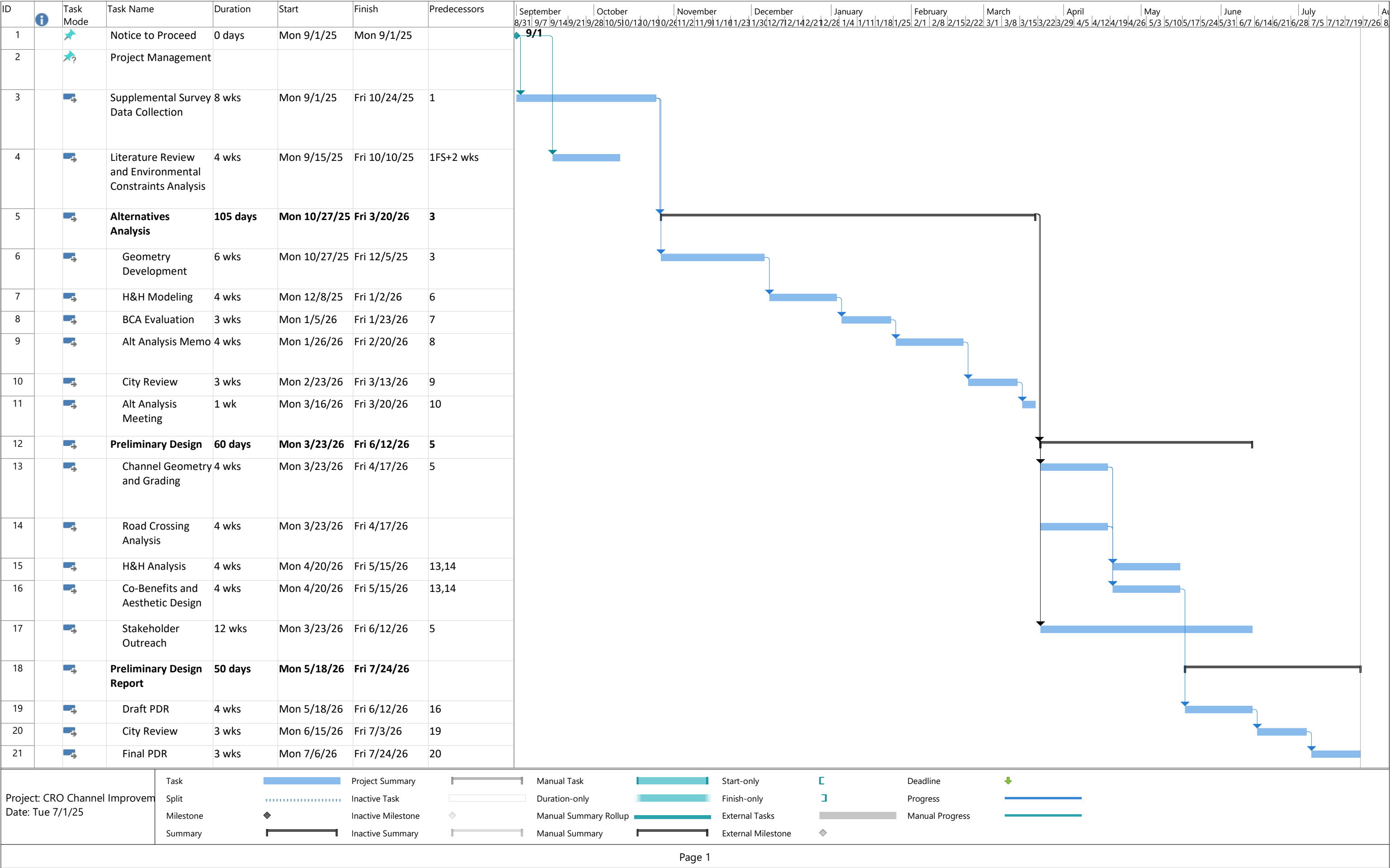
Schedule

The scope described herein is expected to be completed within 11 months of receiving the notice to proceed. A detailed schedule by task is enclosed.

Estimated Fee

The services proposed herein are expected to be completed on an hourly not to exceed basis. The total not to exceed fee is \$534,050, including a \$40,000 allocation for unspecified additional services to be used only upon approval by the City. The breakdown of estimated fee by task is below:

Task	Hours	Subs / Expense	Fee
1 – Project Management	156	\$0	\$40,960
2 – Supplemental Survey Data Collection	92	\$35,000	\$51,640
3 – Literature Review and Environmental Constraints Analysis	70	\$0	\$12,940
4 – Alternatives Analysis	536	\$0	\$111,700
5 – Preliminary Design	1,080	\$0	\$233,200
6 – Preliminary Design Report	208	\$0	\$43,610
Subtotal	2,142	\$35,000	\$494,050
10 – Additional Services Allocation	TBD	\$40,000	\$40,000
		Grand Total	\$534,050

Start-onlyFinish-onlyExternal TasksExternal MilestoneDeadlineProgressManual Progress

Page 1

Exhibit B

Professional Services Agreement for On-Call Services

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSULTING SERVICES

BETWEEN

CITY OF FAYETTEVILLE
FAYETTEVILLE, NORTH CAROLINA

AND

HAZEN AND SAWYER

APRIL 1, 2025

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

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

THIS AGREEMENT, effective the day April 1, 2025, by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and Hazen and Sawyer (hereinafter referred to as **CONSULTANT**), a corporation with principal business offices at 498 7th Avenue, New York, NY 10018.

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 stormwater 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 [type of services] 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** 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. In the event of a change in applicable law after the effective date of this Agreement that impacts the Services, the parties shall negotiate an amendment in good faith. 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. Subject to Article 3.1, **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 11.1 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 11.2 OWNERSHIP OF DOCUMENTS. All documents, including drawings and specifications prepared by **CONSULTANT** pursuant to this AGREEMENT, are instruments of service in respect of the Project and are owned by **CONSULTANT**. They are not intended or represented to be suitable for reuse by **CITY** or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by **CONSULTANT** for the specific purpose intended will be at **CITY'S** sole risk and without liability to **CONSULTANT**. Any such verification or adaptation will entitle **CONSULTANT** to further compensation at rates to be agreed upon by **CITY** and **CONSULTANT**. Such documents shall be kept confidential by **CITY**.

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

TO CITY: **CITY OF FAYETTEVILLE**
ATTENTION: DOUGLAS J HEWETT
CITY MANAGER
433 HAY STREET
FAYETTEVILLE, NORTH CAROLINA 28301

TO CONSULTANT: **HAZEN AND SAWYER**
ATTENTION: MATTHEW JONES
VICE PRESIDENT

4011 WestChase Blvd., Suite 500
Raleigh, NC 27607

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**.

17.1. 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. 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 include any and all causes, but not limited to negligence, errors, omissions, warranty, indemnity, 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 18. VENUE AND FORUM. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the Parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the Parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

ARTICLE 19. E-VERIFY. CONSULTANT hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. **CONSULTANT** further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). **CONSULTANT** hereby pledges, attests and warrants through execution of this Agreement that **CONSULTANT** complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by **CONSULTANT** shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

ARTICLE 20. MORALITY CLAUSE. If, in the sole opinion of the **CITY**, at any time **CONSULTANT** or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more of the actions below, the **CITY** may immediately upon written notice to **CONSULTANT**, terminate this Agreement, in addition to any other rights and remedies that the **CITY** may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;

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

ARTICLE 21. 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
6/25/2025

City Clerk




CITY OF FAYETTEVILLE


DR. DOUGLAS J. HEWETT, ICMA-CM

City Manager

DATE: 6/25/2025

HAZEN AND SAWYER

BY: 

PRINT: Matthew Jones

TITLE: Vice President

DATE: June 3, 2025

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



HAZE&SA-01

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2025

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
INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company (CNA) A, XV	
	INSURER B: National Fire Insurance Company of Hartford A(XV)	
	INSURER C: American Casualty Co of Reading, PA A(XV)	
	INSURER D:	
INSURER E:		
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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7036845683	3/29/2025	3/29/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7036845635	3/29/2025	3/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			7036845652	3/29/2025	3/29/2026	Comp./Coll. Ded \$ 1,000
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			AEH008231489	3/29/2025	3/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Professional Liab.			AEH008231489	3/29/2025	3/29/2026	Per Claim/Aggregate \$ 1,000,000

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

RE: ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR IMPOUNDMENT ANALYSES AND DAM IMPROVEMENTS

The City of Fayetteville, NC, its respective officers, directors, members, partners, employees, and consultants are included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville, NC Attn: Purchasing Department 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