

**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 the Arran Lakes West Dam Rehabilitation project. The goals of the project are to improve resiliency of the dam against potential increases in stream discharges due to upstream development, improvement projects, and future rainfall.

The project is funded through the OWNER'S Capital Improvement Project (CIP) Program and is administered by the Engineering Division of the Public Services Department. The services to be provided and associated not-to-exceed fee are provided in Exhibit A, which is hereby attached and incorporated herein by reference.

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 summarized as follows:

- Project management
- Assistance with City Engineering staff and Community meetings
- Surveying

- Subsurface utility engineering quality levels A and B
- Geotechnical exploration and analyses
- Design of dam embankment removal and replacement
- Design of spillway replacement
- Hydrotechnical evaluations; civil, structural, and geotechnical engineering design
- Coordination with utility owners
- PWC utility relocation design and permitting
- Preparation of permitting documents, applications, and payment of fees
- Development of contract documents
- Issuance of bidding documents
- Additional services, as directed and approved by OWNER

Deliverables include:

- 35%, 70%, 90%, 100% Design, and bidding drawings and cost estimates
- Permitting documents, applications, and fee payments
- Technical specifications / project special provisions.

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 \$1,827,735.00. 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 within 10 days of Notice to Proceed (NTP) and is anticipated to be completed by 33 months following NTP.

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 to the extent caused by any negligent and tortious 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 P. Jones, PhD, PE

TITLE: Vice President

DATE: 12-15-25

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

ATTEST:

BY: _____

BY: _____

TITLE: _____

JENNIFER L AYRE, MPA, MMC
City Clerk

DATE: _____

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

TIFFANY R. MURRAY
Chief Financial Officer

EXHIBIT A Arran Lakes Dam Rehabilitation Design Scope of Services

General Overview

The City of Fayetteville (City) previously engaged Hazen and Sawyer (Hazen) to perform a preliminary engineering study for rehabilitation of Arran Lakes West Dam (ALWD), a *small, Class C (High Hazard)* facility. That study, summarized via the *Arran Lakes West Dam Preliminary Engineering Report*, investigated numerous improvements, including:

- Hydraulic design of a replacement spillway system
- Evaluation of potential energy dissipator systems
- Water main relocation alternatives
- Gravity sanitary sewer main relocation alternatives
- Geotechnical design of embankment replacement and improvements
- Recommended property acquisitions
- Anticipated permitting
- Construction cost estimates

The following scope of services outlines necessary data collection, engineering analyses, and construction documentation preparation to support detailed design and bidding of improvements to the facility. Pertinent deliverables, assumptions, and exclusions are provided at the end of this document. In summary, proposed improvements include:

- Excavation and replacement of the dam embankment, including seepage controls and stability improvements
- Replacement of the principal spillway system with a labyrinth weir spillway and covered concrete chute or prefabricated bridge
- Construction of an energy dissipator at the downstream end of the spillway chute
- Storm, sewer, and water utility relocations and / or replacements; installation of watertight structures and pipes within embankment; seepage controls
- Private utility relocation and / or installation within a ductbank
- Ancillary work includes:
 - Site preparation and structure demolition
 - Erosion control and control of water (bypassing, dewatering, and diversion systems)
 - Roadway and site restoration

Basic Services

Task 1 – Project Management and Meetings

This task includes various project management and administrative actions, outlined below.

- Project Management – Consultant shall prepare and update a Microsoft Project schedule and provide monthly reporting updates, including notification of any out-of-scope-work. Monthly reports shall use the City's template and consist of brief bullet points describing major work items. Invoices shall include the City's invoice template.
- Progress Meetings – Consultant shall conduct monthly virtual meetings, up to thirty (30) minutes in length, with City staff throughout the project. Meetings shall include an update on the major milestones and discussion of coordination items. Provisions for up to two (2) additional in-person meetings are included for various needs throughout the project, beyond those outlined under Basic Services; otherwise, project coordination is anticipated to occur during the monthly Progress Meetings.
- City Council Meeting – Consultant shall prepare a slideshow describing the project and attend one (1) City Council meeting to support City staff. Consultant assumes the City will assist in preparation of the slideshow.

Task 2 – Data Collection

Survey and SUE

Consultant shall conduct a site survey via subconsultant surveyor within the extents shown in **Attachment 1**. These data are supplementary to those obtained during the preliminary study and are necessary to complete detailed design, understand topography and features on properties adjacent to the dam, and also to implement the water main relocation. Data collection shall be in accordance with City standards and generally include the following:

- Property owner research and monumentation survey for parcels within and adjacent to the survey extents (approximately 18 parcels)
- Develop and distribute a notification letter for each parcel; letter shall be carried by field personnel
- Traffic control, as necessary
- Recover and establish horizontal and vertical project controls
- Perform conventional topographic survey, including:
 - Above-ground features, spot elevations, break lines of manmade and natural features sufficient to map at a 1-foot contour interval
 - Existing structures and buildings with general description provided of use and type
 - Finished Floor Elevations (FFE) at points of ingress/egress within survey limits

- Site improvements such as curb and gutter (size/type), handicap ramps, pavements / surfaces (type), access and drives, signs (type), landscape areas (individual plantings and outlines with general descriptions), walls (height/material), fences (height/type), railing (type), etc.
- Temporary (Non-Permanent) features will NOT be located such as trashcans, dumpsters, benches, etc.
- Perform conventional topography of onsite gravity utilities and connectivity; gather information up to one structure outside the project limits on lateral lines and storm water lines and one structure outside on the main sanitary sewer lines; anticipated structures include approximately eight (8) sanitary sewer manholes, (4) storm drain structures, and clean outs, etc.; information includes rim (at flowline) and invert elevations along with pipe size and material.
- For structures that are inaccessible due to site conditions or being locked, invert information will not be collected.
- Abandoned pipes will be mapped per record as abandoned according to utility records (AATUR).
- Pipe systems that cannot be surveyed due to having an indeterminate connection shall be mapped as such.
- Locate all trees 4"DBH and greater in size
- Incorporate SUE data (see below)
- Compile Basemapping
- Provide Civil 3D file and electronic copy of PLS signed and sealed survey

Consultant shall conduct subsurface utility engineering (SUE) via subconsultant surveyor within the extents shown in Attachment 1. These data are supplementary to those obtained during the preliminary study. Data collection shall include SUE Levels D through B (utility designating) to identify horizontal locations of buried utilities. SUE shall be conducted during field survey and horizontal locations of utilities shall be included in the survey deliverable.

Consultant shall conduct SUE Level A (utility locating) via subconsultant surveyor within the extents shown in Attachment 1. Data collection shall identify vertical locations of utilities at key locations within the project area, including surface elevation at test locations. Subconsultant shall provide data in a Vacuum Excavation Test Hold Report. Specific test locations shall be determined during the project, estimated to follow the 35% design submittal. Traffic controls shall be provided by subconsultant as necessary. Test holes shall be backfilled with excavated materials; test holes in paved areas shall be patched using asphalt or concrete mix. Provisions for up to thirteen (13) test locations have been provided, and assume the following:

- Five (5) test locations on existing water mains at tie-ins of proposed water main relocation
- Eight (8) test locations on private utilities along Lake Trail Drive for water main relocation

Geotechnical Exploration

Consultant shall perform geotechnical explorations via subconsultant geotechnical engineer to identify and study existing materials to support the rehabilitation design. These data are supplementary to those obtained during the preliminary study and are necessary to understand design of the spillway foundation and the limit of embankment excavation into the abutments. Provisions are included for up to one (1) on-site meeting with the subconsultant and City to discuss lake access and up to four (4) days of drilling. The geotechnical exploration includes:

- Mobilize and advance up to three (3) boreholes from a barge-mounted drill rig on the lake and up to four (4) from a truck-mounted drill rig on the embankment and abutments. Borings within the lake will extend to approximately Elevation 100-feet (approximately 55-feet below top of dam); borings on the embankment and abutments will extend to approximately elevation 130-feet. Borings shall be continuous within the upper 20-feet. The total depth of borings is assumed to be approximately 250-feet. Additional boring depth beyond these provisions shall be provided as an Additional Service. Borings shall be grouted following completion of activities.
- During drilling, the following will be performed: log soil data, perform appropriate field tests (such as standard penetration tests), observe seepage and groundwater levels, and collect samples of the lakebed and subsurface material, collect up to four (4) undisturbed samples. Samples will be sealed for moisture control and placed in a soil sample box for protection during transportation to the laboratory for analyses.
- All field activities will be supervised and logged by a geologist or geotechnical engineer.
- Laboratory testing will be performed to determine the engineering properties of the subsurface material and is expected to include moisture content, index property, dispersive potential, and strength testing.
- After the completion of these items, the Subconsultant Geotechnical Engineer will develop a geotechnical data report (GDR) to summarize the work and present the collected data.

In addition, Consultant shall identify and inspect up to three (3) potential borrow sources to provide earthfill materials for dam embankment construction. Subconsultant geotechnical engineer shall obtain samples for analysis from each potential borrow source.

Task 3 – Property and Easement Acquisition

The ALWD PER identified numerous property and easement acquisition recommendations. Currently, three (3) properties have been identified as requiring full property acquisition, listed below. Consultant assumes the City shall provide all necessary services to obtain these properties and no provisions are included for Consultant services.

- Required Property Acquisitions
 - 0 Lakeridge Drive (0405-39-1288)

Hazen

- 5935 Lakeridge Drive (0405-48-0504)
- 5939 Lakeridge Drive (0405-38-9418)

Five (5) additional properties, listed below, have been identified as potentially requiring either full or partial acquisition for dam improvements, listed below. Per City-direction, Consultant shall assume permanent easements will be obtained on these properties and future discussions shall evaluate property acquisition in lieu of easements.

- Potential Property Acquisitions or Easements for Dam Improvements

- 0 Lakeridge Drive (0405-47-0315) (2 easements)
- 5931 Lakeridge Drive (0405-48-0680)
- 1908 Aldwych Place (0405-38-9732)
- 5998 Lake Trail Drive (0405-38-5364)
- 6000 Lake Trail Drive (0405-38-4580)

Given the uncertainty in regards to these acquisitions, provisions under Basic Services include up to (1) virtual meeting with the City to discuss acquisitions and development of a drawing depicting easements. All other services, including development of plats, property research, property owner contact, etc. shall be provided under Additional Services, if necessary.

Task 4 – Community Engagement

Public Meetings

Community engagement efforts include up to two (2) public meetings and an advertisement mailer. The first public meeting is proposed to be conducted within four (4)-weeks of notice to proceed (NTP) and the second following the 70% design milestone. Meetings are proposed to be open-house style. The first meeting will focus on obtaining residents' flooding accounts along the stream to assist with validation of the hydrotechnical models (**Task 5**), as well as an overall introduction to the project and planned improvements. The second meeting will present the project design. Community feedback regarding the project will be taken into consideration and discussed with the City. Consultant assumes the City will plan, advertise, host, provide equipment, and pay any fees for the public meetings; Consultant will provide meeting content, such as a slideshow and / or printed exhibits. Consultant also assumes the City and Consultant will provide multiple staff members to facilitate individual discussions with residents, as well as record notes from discussions for distribution to Consultant for summarization. Provisions for up to two (2) virtual meetings with the City are provided for coordination of the meetings.

Mailers and Exhibits

Consultant shall develop two (2) advertisement mailers, as well as a mailing list, for distribution by the City to homes along the stream and lake. The document will advertise the date, time, location, and purpose of each meeting.

Hazen

Consultant shall provide up to six (6) large-format graphic exhibits for public meetings (two (2) copies of three (3) different exhibits). Exhibits shall depict plan views and include:

- Two (2) exhibits depicting existing conditions (aerial imagery) at the dam
- Two (2) exhibits depicting existing conditions (aerial imagery) along the stream
- Two (2) exhibits depicting proposed improvements (rendering) (second public meeting only)

Task 5 – Hydrotechnical Modeling

Consultant shall perform hydrotechnical modeling of ALWD, including the contributing watershed and stream. Modeling shall use previously developed HEC-HMS and HEC-RAS models. Models shall be used to support structural and geotechnical designs (**Task 9**), as well as project permitting (**Task 10**). Note that the hydrologic and hydraulic models have not been validated or calibrated, thus provisions to attempt validation or perform sensitivity analyses are included under Basic Services. In general, hydrotechnical modeling services include:

- Attempt model validation to historical accounts received by the City and local residents by adjusting hydrologic and hydraulic model parameters; or perform sensitivity analyses to runoff curve numbers, watershed lag time, and Manning's roughness coefficients.
- Finalize hydraulic sizing of the selected spillway, including development of a rating curve, dam top profile, and energy dissipator; see further spillway modeling services in **Task 6**
- Wave setup and runup calculations
- Reservoir drain / drawdown
- Consultant assumes City will select a spillway alternative for evaluation prior to or at the time of NTP; alternatives and downstream impact analyses are excluded from Basic Services.
- Storm drainage for relocation design

Modeling shall include scenarios listed in **Table 1**. Storm events to be simulated include the 1-, 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour storms, in addition to the spillway design flood (SDF). The spillway will be sized to pass the future 100-year storm (Scenario 2) and SDF (Scenario 4). Storm drain relocations shall be based on Scenario 3. Level of service and modeling standards for storm drainage shall be in accordance with the City's standards (10-year, 24-hour storm for conduits and on-grade inlets; 25-year, 24-hour storm for sag inlets). Provisions under Basic Services include hydrologic analysis of the watershed contributing to storm drains located within the dam, hydraulic analysis of these storm drain systems up to one structure outside of the dam embankment, and road / inlet spread analyses for inlets within the project area. However, City spread standards may not be met due to lack of upstream inlets beyond the project area; as such newly designed inlets shall be sized assuming 100% capture at upstream inlets beyond the project area. Floodplain permitting (**Task 10**) shall be based on Scenario 5. Aside from inundation mapping required for permitting purposes, maps up- and / or downstream of the dam shall be developed for up to four (4) storms. Final hydrotechnical modeling and design shall be summarized in the design report (**Task 10**).

Table 1: Hydrotechnical Model Scenarios

Scenario		Precipitation ¹	Landuse ²	Storm Drainage ³	Model ⁴
1	Existing Conditions	Existing NOAA	Existing	Existing	Project-Specific
2	Future Conditions	Future NOAA	Existing	Proposed	
3	Proposed Storm Drain	Future NOAA	Existing	Proposed	
4	Proposed Spillway	12-hr 1/3-PMP	Future	Proposed	
5	Floodplain Permitting	N/A ⁵	N/A ⁵	N/A ⁵	Effective / Preliminary

¹ Existing precipitation based on NOAA Atlas 14 depths. Future precipitation based on 1.06 times NOAA Atlas 14 depths. PMP based on NCDS PMP Study.

² Existing landuse refers to landuses delineated under the watershed planning program, as corrected by this study. Future landuse refers to landuse as derived from zoning districts, assuming full development of the watershed.

³ Existing storm drainage refers to the watershed study program's hydrologic assessment (revised by this study as needed) that represents existing storm drainage systems within the watershed. Future storm drainage refers to inclusion of storm drainage improvement projects identified in watershed study program into the hydrologic model to account for increased drainage system outflows.

⁴ Project-Specific model refers to the models developed for this and prior WAs. Effective / Preliminary model refers to the latest model available from the NCFMP.

⁵ Modeling for floodplain permitting shall use the effective or preliminary hydrology.

Task 6 – Spillway Modeling

The spillway, including the labyrinth weir, downstream apron, chute / bridge, and energy dissipator, is complex system that requires advanced analyses to understand hydraulic capacity and behavior, surging, turbulence, and energy dissipation to support hydraulic, structural, and geotechnical design. Provisions under Basic Services include analyzing the existing system via computational fluid dynamic (CFD) modeling to verify the previously developed rating curve and a physical model, via subconsultant, to study the proposed system. Consultant shall coordinate with physical modeling subconsultant during the 35% design phase to confirm modeling parameters.

Task 7 – Private Utility Coordination

Multiple private utility lines are located within the dam embankment and require temporary relocation, at a minimum, and ideally permanent removal from the dam. Otherwise, utilities that must be reinstalled will be routed through one or more reinforced concrete ductbanks, designed as part of **Task 5**.

Additionally, water main relocation to Lake Trail Drive may also require private utility relocations.

Private utilities (underground) in the dam include:

- (1) Charter Cable Television
- (1) Metronet Fiber Optic
- (2) Brightspeed Telecommunications
- (1) Piedmont Natural Gas
- (3) Lumbee River EMC

Except for routing through the embankment ductbank(s), Consultant assumes each utility owner shall perform detailed design of relocations; Consultant also assumes utility owners will perform utility work. Provisions to coordinate relocations are provided under this task, including up to two (2) on-site meetings and up to five (5) virtual meetings (one (1) for each utility owner). Private utility work depicted on the drawings is assumed to include required extent of removal from the dam, planned relocation routes adjacent to the dam for routing to the ductbank(s), and depictions of existing utilities on Lake Trail Drive along the water main relocation route. Depending upon utility owner requirements, submittal of review fees and utility owner forms may be required; these shall be performed under Additional Services (**Task 12**).

Task 8 – PWC Utility Design and Permitting

Design

Based upon the City's selection of the water and sewer main relocation options presented in the PER, Consultant shall advance the modeling and design of water and sewer utility work. Existing utilities shall be field located as needed per **Task 2**. Modeling shall utilize files previously provided by PWC and include necessary updates based on final relocation designs. Alternative, demand, and capacity analyses are excluded; design shall be based on available fire flow and minimum allowable pressure.

Utility relocation designs shall be in accordance with PWC standards, except where in conflict with NCDS requirements or Consultant's recommendations to ensure appropriate construction of utilities within the dam. Design includes approximately 1,200 feet of water main and 1,050 feet of gravity sewer main. Gravity sewer structures and piping within the embankment shall be designed as watertight structures; piping shall include design of concrete encasement. Drawings shall include an overall PWC utility relocation plan, plans and profiles of PWC utility relocations, and relevant PWC detail drawings, amended as needed (up to thirteen (13) drawings in total). Given potential variations from PWC standards and typical approaches, additional coordination and design efforts are anticipated. Provisions under Basic Services include up to two (2) virtual meetings, two (2) on-site meetings, and four (4) in-person milestone review meetings with the City and PWC. Final modeling and design of the utility relocations shall be summarized in a TM, with dam-related elements also included in the Design Report (**Task 10**).

Permitting

PWC utility relocations are anticipated to require both a sewer and water permit. Consultant shall prepare and submit permit forms via PWC's online portal. Permit fees of \$1,000 (\$500 for each permit) are anticipated and shall be paid by Consultant for reimbursement from the City. Provisions are included for up to two (2) permitting resubmittals. Consultant assumes the City and PWC will attend coordination meetings and provide timely feedback on proposed utility work to facilitate design, obtain any necessary design variances, and reduce or eliminate the need for additional permitting resubmittals.

Task 9 – Detailed Design

Consultant shall provide Detailed Design services, including civil, geotechnical, and structural design, as well as development of construction drawings, technical specifications, special provisions, and construction cost estimates. Services to be provided are described in the following section.

Site-Civil / Dam Design

Site-civil / dam design services include overall design of the site, including grading, erosion control, and other ancillary work, as outlined below.

- Site work - site preparation, demolition, erosion control, pavement design, roadway design, site restoration, landscaping, and various site improvements
- Dam construction – excavation, embankment construction, grading, upstream face wave / erosion protection, manually operated reservoir drain design, coordination with other engineering disciplines
- Utility design - storm drain relocation, utility ductbank and vault design for up to two (2) ductbanks, watertight structures and piping, concrete encasement of pipes within dam embankment
- Traffic control - road closure and detour plan (the project specifications shall require the contractor to submit a NC PE designed traffic control plan)

Geotechnical Modeling and Design

Geotechnical design analysis will be performed to provide dam safety and support the civil and structural design of the proposed embankment, spillway, and project appurtenances. The following list outlines planned geotechnical modeling and design support activities that will be performed by Consultant.

- Analysis of the subsurface data to develop engineering parameters for the major existing subsurface materials that are revealed by the explorations. This will include the development of shear strength, seepage, and settlement related parameters, an analysis of expected groundwater conditions, and a discussion of dispersive soil potential, as appropriate.
- The development of subsurface data profiles in OpenGround for inclusion in the project drawings, as appropriate.
- The analysis and modeling of the embankment behavior, under various hydraulic loads (normal pool, top of dam, etc.), to develop the following:
 - Develop limit equilibrium and finite element models to study slope stability, seepage behavior, and quantify settlement potential; ensure geotechnical design is in accordance with NCDS regulations.
 - Embankment excavation and undercut.

- Embankment geometry, including minimum crest width and upstream / downstream slope ratios.
- Terracing and / or the inclusion of a toe berm, if appropriate.
- Seepage cutoff measures, if required.
- Internal seepage collection systems, including the need for a chimney, blanket, toe drain, or other measures.
- Overbuilding of the dam crest to maintain the minimum freeboard.
- Parameters for use by Consultant's structural team during the design of the spillway and appurtenant structures, including interface friction, lateral earth pressures, hydraulic uplift potential, bearing capacity, settlement potential, etc., as required.
- General construction and sequencing-related considerations for use by the design team during design development.
- Prepare a TM and calculation briefs to document the analysis and recommendations.

Structural Design Analysis and Design

The structural analysis will be performed for structural stability of the spillway components following the North Carolina Dam Safety (NCDS) Rules and Regulations, US Army Corps of Engineers (USACE) engineering manuals, and US Bureau of Reclamation (Reclamation) design standards. The structure will be analyzed for sliding, overturning, and floatation for individual areas of the spillway plus overall global sliding and floatation stability. The reinforced concrete sections will be designed per the rules mentioned above and the requirements of ACI 350. The following components will be analyzed and designed:

- Approach area walls
- Labyrinth weir crest and slab
- Upper chute walls and slab
- Shallow foundations
- Covered chute / custom reinforced concrete box culvert / prefabricated bridge abutments (project specifications will require Contractor to design prefabricated bridge, if this option is selected)
- Lower chute walls and slab
- Structural, baffle-style energy dissipator
- Overall global stability and anchor design for floatation
- Utility duct bank designed for soil and vehicle loading per AASHTO guidelines
- Prepare calculation packages for each structure

Construction Documents

Construction documents shall be developed / advanced from the PER for the 35% milestone. Subsequent milestones include 70% design (pre-permitting documents), 90% design (permitting documents, except NCDS), 100% design (NCDS permitting), and Bid Documents (final PE signed and sealed documents). Provisions are included for up to an estimated seventy (70) drawings, including general drawings, plan and profile drawings of dam improvements, structural drawings, PWC drawings (**Task 8**), and detail drawings. Technical specifications shall be based on Consultant standards; specifications for PWC utility work will consider PWC specifications, but may require modifications to meet project / NCDS requirements. Consultant shall prepare Bidding Documents, including Division 00 – Procurement and Contracting Requirements, Division 01 – General Requirements (including measurement and payment), technical specifications, and appendices. Contract documents shall utilize EJCDC documents provided by the City (City contract, forms, general conditions, and supplementary conditions).

In general, the following subsets of drawings and specifications are anticipated for each design milestone:

- 35% Design
 - Incorporate feedback received from Community Engagement (**Task 4**) and coordination with other stakeholders during the project
 - General drawings (Cover, General Notes, Legend, Abbreviations, Index)
 - Plan, profile, and sections of the dam embankment excavation and reconstruction
 - Plan and profile of the proposed spillway system
 - Plan and profile of the proposed utility ductbank
 - Plan and profile of the proposed PWC water main relocation (**Task 8**)
 - Plan and profile of the proposed PWC gravity sanitary sewer relocation (**Task 8**)
 - Plan of property and easement acquisitions (**Task 3**)
 - Technical specifications table of contents
- 70% Design
 - Advanced 35% documents, plus:
 - Structural section and elevation drawings
 - Embankment details (sections, construction requirements, seepage control, etc.)
 - Conceptual control of water plans
 - Erosion control plan and details
 - Traffic control plan
 - Technical specifications
- 90% Design
 - Advanced 70% documents, plus:
 - Incorporate feedback received from Community Engagement (**Task 4**) and coordination with other stakeholders during the project
 - Structural detail and reinforcement drawings
 - Site restoration plan
 - Project and standard detail drawings

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- Technical specifications
- 100% Design
 - Advanced 90% drawings, plus:
 - Incorporate feedback from permitting agencies
 - Draft Bidding Documents
- Bid Documents
 - Incorporate feedback from NCDS
 - Issue documents for bidding (**Task 11**)

Opinions of Probable Construction Cost and Construction Schedule

Consultant shall prepare opinions of probable construction costs (OPCCs) for each milestone submittal. Costs shall include design contingencies appropriate for the respective level of design. An estimated construction schedule shall be developed and submitted at the 90% and 100% design milestones.

Design Milestone Review Meetings

Consultant shall conduct up to four (4) in-person review meetings with the City and PWC following each of milestone submittal. The project schedule assumes reviews will occur within two (2) weeks of each submittal. Reviews shall be recorded in a comment log provided to City by Consultant. The log shall identify the reviewer (name and entity), document and page reviewed, and a text description of the review comment; consultant shall provide responses in the log to each comment and the log shall be updated following each review meeting. Review comments pertaining to drawings shall include corresponding drawing markups.

Task 10 – Permitting and Funding

NCDEQ Erosion and Sediment Control

The estimated area of disturbance exceeds 1 acre; thus, an erosion and sediment control permit is anticipated to be required. Consultant shall develop a project narrative for the permit, complete required forms, and submit for review and approval at the 90% design milestone via NCDEQ's online portal. A permit fee of up to \$1,000 is assumed (\$119 per acre, rounded up to the nearest whole acre). Consultant shall pay permit fee for reimbursement from the City. Provisions are included for up to one (1) virtual meeting with the City and NCDEQ and up to one (1) permitting resubmittal.

NCFMP Floodplain Concurrence

Based on the permitting assessment performed as part of the PER, construction of improvements to the dam is anticipated to require a No-Rise Certification. Consultant shall utilize the latest model available from the North Carolina Floodplain Mapping Program (NCFMP) to perform model simulations required

for the certification. Revisions are anticipated to include updates to the dam and immediate vicinity based on project survey, as well as incorporation of the proposed spillway rating curve and dam top profile. Consultant shall also prepare a narrative summary of the project and floodplain modeling to be submitted with the model at the 90% design milestone. Consultant shall submit to the NCFMP for review and concurrence. There is no fee associated with a No-Rise Certification review. Provisions are included for up to one (1) virtual meeting with the City and NCFMP and up to one (1) permitting resubmittal.

Should NCFMP modeling, site conditions, or project design change relative to those at the time of the PER, additional floodplain evaluations and permitting may be required, including a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR), as well as associated review fees. These evaluations and permitting are excluded from Basic Services and may be provided under Additional Services or via separate Work Authorization, if necessary.

NCDEQ Section 401 / USACE Section 404

The project requires work in waters of the United States (WOUS), and therefore authorizations under Sections 401 and 404 of the Clean Water Act will be required. Consultant shall verify the 2024 delineation and mapping of WOUS as well as survey the project limits and immediate surroundings for federally protected species for compliance with the Endangered Species Act of 1973, as amended. Consultant shall prepare the application for Sections 401 and 404 of the Clean Water Act permitting based on the 90% design milestone to minimize modifications to the application or issued authorizations due to design changes. Consultant shall coordinate with regulatory agencies to facilitate a timely review of the permit application and with the design team to incorporate any necessary provisions in the construction documents for compliance with the permits to be issued. Provisions are included for up to two (2) virtual and one (1) on-site meetings with the City, NCDEQ, and USACE. A permit review fee is required by NC DEQ. The fee is anticipated to be \$810, and Consultant shall pay permit fee for reimbursement from the City. If final project design is determined to require a Standard Permit, these services shall be provided under Additional Services

NCDS Authorization to Construct

The project requires review by NCDS and issuance of an *Authorization to Construct* (ATC). Documents to be submitted include an application, drawings, specifications, geotechnical data reports, engineering calculations / models, and design reports. A review fee is also required, which is dependent upon the estimated and actual costs of construction, as noted below.

- An application processing and compliance fee of 2.25% of the actual construction cost is required, with a minimum of \$500 and a maximum of \$50,000. The fee is paid in two parts, one for design review and one for final approval after construction.
- Based on the cost estimate developed in the PER, this project will require a total fee of \$50,000 (the maximum allowable fee).

- The initial fee (submitted at 100% design) is the greater of \$500 or one-half of the application processing and compliance fee (based on the engineer's estimated construction cost), which is anticipated to be \$25,000 for this project.
- The final fee is 2.25% of the actual construction cost, minus the initial fee, which is due upon submittal of as-builts following construction and is anticipated to be \$25,000.
- Actual construction cost includes only those costs associated directly with the dam; other ancillary costs are not included in the fee calculation (e.g. property acquisition, water quality controls, amenities, etc.)

Provisions for this WA include payment of the initial fee (\$25,000) to NCDS by Consultant for reimbursement from the City. The final fee is to be paid following construction, upon submittal of as-builts to NCDS and prior to impounding. As such, payment of the final fee is excluded from this WA and shall be covered under a future WA for construction services.

The required reports include preliminary and final design reports. These may be combined into a single report submittal to NCDS, which is the anticipated method for this project. The preliminary design report (PDR) shall, at a minimum, include, per 15A NCAC 02K:

- Description, classification, and purpose of dam
- Description of downstream dam breach inundation hazards
- Maps of facility
- Preliminary drawings, including cross-sections, plans, and profiles of the dam, pool levels, and spillways
- Design criteria; hydrotechnical and geotechnical summaries

The final design report (FDR) shall, at a minimum, include:

- Geotechnical data report
- Geotechnical stability analyses
- Design of seepage controls
- Spillway capacity and calculations; overtopping analysis; freeboard evaluation
- Embankment design and protection
- Construction schedule
- Reservoir refilling schedule
- Estimated design life

Provisions are also included for other NCDS-required documents including: an operation and maintenance (O&M) plan and emergency action plan (EAP). The EAP shall utilize the NCDS template and the O&M plan shall be coordinated with the City. Note that upon City-acquisition of the dam, NCDS is likely to require the EAP to be submitted within 90-days. As such, the existing conditions EAP shall be submitted prior to the 35% design milestone. If NCDS requires an updated draft EAP based on proposed improvements, the update shall be performed as an Additional Service. The design report and O&M plan shall be submitted at the 90% design milestone for City review prior to submission to NCDS at 100% design. Other provisions are included for up to two (2) virtual and one (1) on-site meeting with the City and NCDS, as well as up to two (2) permitting resubmittals.

Funding Assessment and Application

The Engineer will update the funding opportunity list of available Federal, State, and local funding programs that could be used to finance the designed project developed during the PER stage of the project and provide the City a prioritized list of recommended funding programs to pursue. This task will include the following sub-tasks:

- Conduct research to determine eligibility, program benefits, application process and priorities, application deadlines, and summarize the benefits and potential downfalls.
- Summarize the results of feasible funding programs in a presentation that highlights program benefits, application requirements, and a qualitative assessment of project selection. A summary of the financial benefits of these funding programs will be developed and provided to the City for use in discussions with internal or external stakeholders.
- The Engineer shall conduct up to two (2) coordination teleconferences to coordinate development of the recommendations during this phase.
- The Engineer shall facilitate up to three (3) scoping calls with funding agencies to develop funding agency familiarity with the project, understand funding program priorities, and ensure that a funding applications are developed with the highest potential chances of success.
- As needed, the Engineer shall develop an application for project grant or below market rate loan financing at the direction of the City. An allocation of \$20,000 has been reserved for the development of an application.

Task 11 – Bidding Assistance

Consultant shall compile bidding documents and provide the City assistance with bidding. Services include:

- Issue PE signed and sealed Contract Documents; the bid form shall be based on a lump sum value for construction with unit price items as needed for select materials or activities
- Administer electronic distribution of Bidding Documents
- Issue up to two (2) addenda in response to bidder requests for information (RFIs)
- Attend the pre-bid conference
- Attend the bid-opening conference
- Evaluate and tabulate bid results
- Provide award recommendation letter to City
- Attend up to one (1) virtual negotiation meeting with City and selected bidder; services beyond this shall be provided as Additional Services

Preparation of Contract Documents suitable for execution by the selected bidder and City, including Conformed Documents incorporating addenda, shall be provided under a separate future WA

Additional Services

Requested or necessary services not expressly identified under Basic Services shall be considered as an additional service and performed under Task 12, described below.

Task 12 – Additional Services

Upon request and / or approval from the City, Consultant shall provide Additional Services, based upon the work directed or requested, and the associated fee negotiated for each request. Provisions for Consultant, its subcontractors, and other direct costs have been provided as part of Additional Services. No services shall be provided under Task 12 without prior written authorization from the City. Should the cost of an Additional Service exceed the amount provided herein, such services shall be provided under a separate WA. Potential Additional Services currently identified may include the following:

- Additional soil borings / soil boring depth and samples
- Additional survey data collection
- Additional SUE QL A test locations
- Easement plats, property research, and property owner contact / coordination
- Physical model of spillway
- Completing and submitting private utility owner forms and review fees
- CLOMR / LOMR
- USACE Standard Permit
- Proposed conditions EAP / dam breach hazard mapping
- Bidder negotiations
- Additional permitting resubmittals

Deliverables

Deliverables shall generally be made five times throughout the project, including the 35-, 70-, 90-, and 100% design milestones, as well as issuance of bidding documents after ATC is received from NCDS.

- Monthly / As-Needed
 - Task 1
 - Project schedule
 - Monthly reporting / updates
 - Progress meeting minutes / meeting summaries
 - PowerPoint presentations
 - Property owner mailing list
 - Property owner notification letter
 - 35% Design Milestone
 - Task 2
 - Field survey data in AutoDesk Civil 3D ® format
 - NC PLS-Signed electronic version (PDF) of survey
 - Geotechnical Data Report
 - Task 4
 - Community meeting advertisement
 - Community meeting exhibits
 - Community meeting #1 summary
 - Task 5
 - Draft hydrotechnical models
 - Task 6
 - Recommendations for spillway modeling approach
 - Task 7
 - Private utility coordination meeting summary(ies)
 - Task 8
 - PWC utility relocation drawings
 - Task 9
 - Geotechnical recommendations report
 - Opinion of probable construction cost
 - 35% Construction Documents
 - Task 10
 - Existing Conditions EAP (anticipated prior to 35% design submittal)
 - 70% Design Milestone
 - Task 2
 - SUE QL A test hole reports
 - Task 3
 - List and map of property / easement acquisitions
 - List, map, and draft plats of easement acquisitions

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- Task 5
 - Hydrotechnical models
- Task 6
 - Spillway modeling summary
- Task 7
 - Private utility coordination meeting summary(ies)
- Task 8
 - Draft PWC utility models
- Task 9
 - 70% Construction Documents
 - Opinion of probable construction cost
- Task 10
 - Summary of potential funding opportunities
- 90% Design Milestone
 - Task 4
 - Community meeting advertisement
 - Community meeting exhibits
 - Community meeting #2 summary
 - Task 5
 - Final hydrotechnical models
 - Task 7
 - Private utility coordination meeting summary(ies)
 - Task 8
 - Final PWC utility modeling and design report
 - PWC permit applications
 - Task 9
 - 90% Construction Documents
 - Storm drainage design report
 - Opinion of probable construction cost
 - Construction schedule
 - Task 10
 - NCDEQ ESC permit application
 - Section 401 / 404 permit applications
 - NCFMP No-Rise Certification
 - Draft NCDS Design Report
 - Funding application
- 100% Design Milestone
 - Task 8
 - 100% Construction Documents
 - Task 10
 - Final NCDS Design Report
 - O&M Plan

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- NCDS Application package
- Bid Documents Milestone
 - Task 10
 - PE Signed and Sealed, Bid-Ready Construction Documents
 - Task 11
 - Bidding Documents
 - Addenda, if needed
 - Bid tabulation
 - Award recommendation letter

Schedule

Data collection, design, permitting, and issuance of bidding documents are anticipated to require approximately 30-months; however, this is largely dependent upon findings during data collection, as well as City, PWC, and permitting agency review timeframes. Bidding is assumed to require 3-months. Consultant shall not be held responsible for schedule delays caused by other parties, unforeseen conditions, or changes to the project scope.

An overall schedule is provided below; in accordance with **Task 1**, a Microsoft Project schedule shall be provided and updated regularly during the project. The following assumptions were incorporated into the schedule:

- City will host Community Meeting #1 within two (2) weeks of notice to proceed
- City & PWC Milestone Reviews: Meetings occur and comments received within two (2) weeks of submittal
- Fayetteville PWC Permits: Each cycle completed within 10-days (two review cycles assumed), with 10-days between cycles for document revisions by Consultant
- NCDEQ Erosion Control Permit: Initial agency review completed within 60-days, with 10-days for document revisions by Consultant, and 20-days for additional agency review
- NCFMP No-Rise Certification: Each cycles completed within 30-days (two review cycles assumed), with 10-days between cycles for document revisions by Consultant
- NCDEQ 401 / USACE 404 Permits: Initial agency review completed within 60-days, with 10-days for document revisions by Consultant, and 20-days for additional agency review
- NCDS Authorization to Construction: Initial agency review completed within 60-days, with 20-days for document revisions by Consultant, and 40-days for additional agency review
- Meetings: Meetings shall be scheduled throughout the project in accordance with design progress

Estimated Schedule

Task	Duration (m)	Milestone Month
Data Collection	2	2
35% Design / Hydrotechnical Modeling	5	6
Spillway Modeling	6	6
70% Design	6	12
90% Design	3	16
ESC / Floodplain / 401-404 Permitting	5	21
100% Design	2	23
NCDS Permitting	6	29
Bidding Documents	1	30
Bidding	3	33

Estimated Fees

The estimated fees are outlined on the following page and provided in City-standard format on the attached pages. The estimated fee is subdivided into project tasks; however, Consultant reserves the right to utilize task fees as needed up to the total fee for Basic Services. The fee for Basic Services includes provisions for Consultant labor commensurate with the anticipated work; expenses associated with travel, community meeting exhibits, and permitting fees; and Subconsultant costs for data collection services.

The total estimated fee for Basic Services is \$1,625,235.00. Provisions for Additional Services, if needed, include up to \$202,500.00, for a total contract not to exceed fee of \$1,827,735.00.

Estimated fees for Additional Services are provided in the event that services not identified under Basic Services are determined to be required to complete the project. Additional Service fees were computed as follows:

- Consultant Labor: approximately 10% of the Basic Services labor fee (hourly based)
- Expenses: approximately 10% of non-permitting expenses plus 5% of permitting expenses
- Subconsultant Fees:
 - Additional Survey / SUE: approximately 15% of the Basic Services subconsultant fee
 - Additional Geotechnical Exploration: approximately 10% of the Basic Services fee
 - Easement Plats: computed fee for up to seven (7) plats, property research, and property owner coordination / contact

Estimated Fee

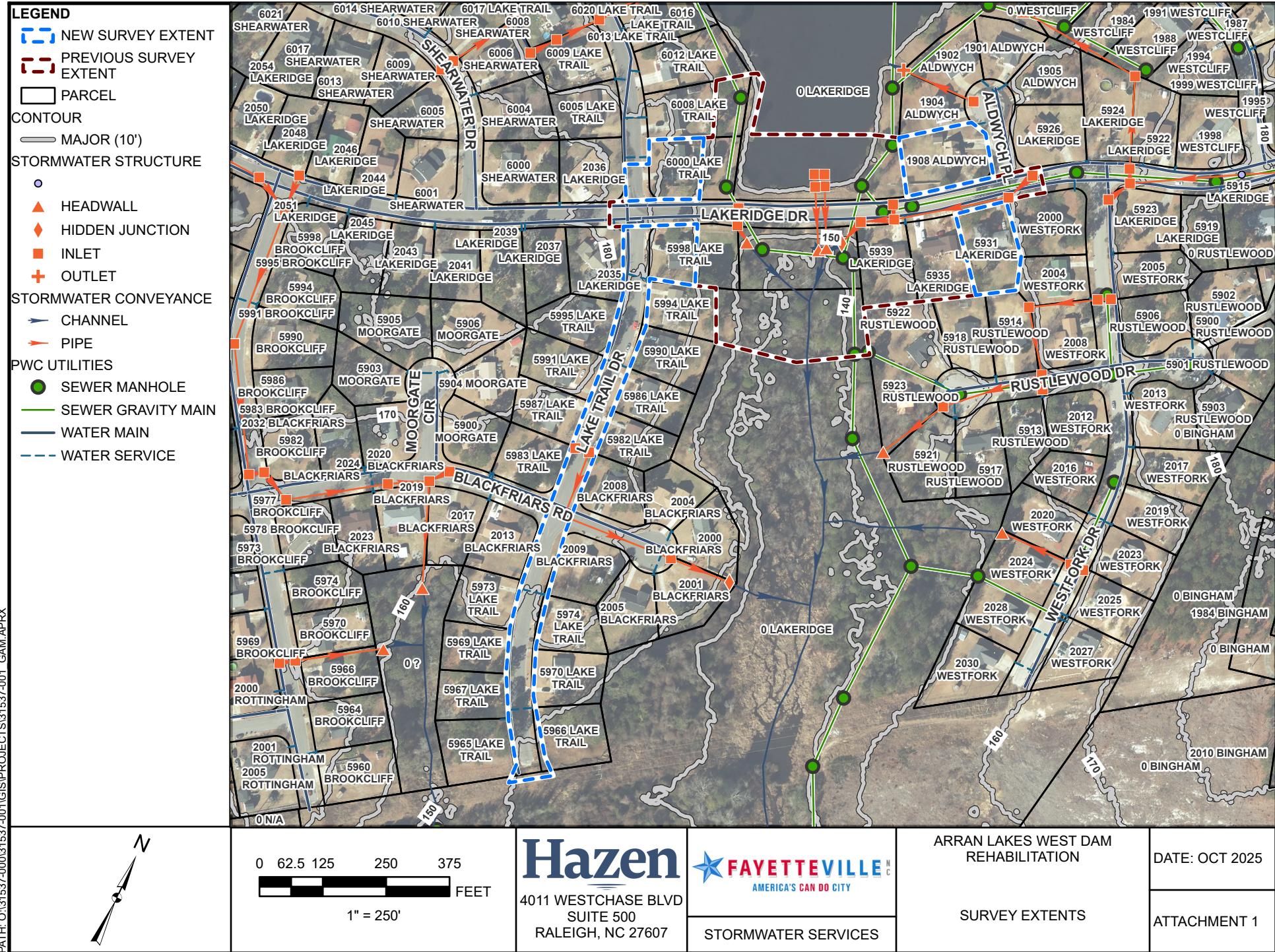
#	Activity	Consultant Labor	Expenses	Permitting Fees	Subconsultant Fee	Task Fee
Basic Services						
1	Project Management and Meetings	\$40,000.00	\$525.00		\$0.00	\$40,525.00
2	Data Collection	\$22,000.00	\$875.00		\$215,000.00	\$237,875.00
	<i>Geotechnical Exploration</i>				\$115,000.00	
	<i>Surveying</i>				\$51,000.00	
	<i>SUE QL-B</i>				\$17,000.00	
	<i>SUE QL-A</i>				\$32,000.00	
3	Property and Easement Acquisition	\$3,000.00			\$0.00	\$3,000.00
4	Community Engagement	\$33,000.00	\$950.00		\$0.00	\$33,950.00
5	Hydrotechnical Modeling	\$50,000.00			\$0.00	\$50,000.00
6	Spillway Modeling	\$22,000.00	\$1,000.00		\$100,000	\$123,000.00
	<i>Physical Modeling</i>				\$100,000	
7	Private Utility Coordination	\$20,000.00	\$350.00		\$0.00	\$20,350.00
8	PWC Utility Design and Permitting	\$200,000.00	\$1,400.00	\$1,000.00	\$0.00	\$202,400.00
9	Detailed Design	\$690,000.00	\$1,050.00		\$0.00	\$691,050.00
10	Permitting and Funding	\$152,000.00	\$1,025.00	\$26,710.00	\$0.00	\$179,735.00
11	Bidding Assistance	\$43,000.00	\$350.00		\$0.00	\$43,350.00
Basic Services Total		\$1,275,000.00	\$7,525.00	\$27,710.00	\$315,000.00	\$1,625,235.00
Additional Services						
12	Additional Services	\$130,000.00	\$2,500.00		\$70,000.00	\$202,500.00
	<i>Additional Survey / SUE</i>				\$15,000.00	
	<i>Additional Geotechnical Exploration</i>				\$10,000.00	
	<i>Easement Plats (7 Plats)</i>				\$45,000.00	
Additional Services Total		\$130,000.00	\$2,500.00	\$0.00	\$70,000.00	\$202,500.00
Contract Total		\$1,405,000.00	\$10,025.00	\$27,710.00	\$385,000.00	\$1,827,735.00

Assumptions

- City shall provide selection of all preferred alternatives (as presented in the PER) prior to or at the time of NTP
- City shall advertise, plan, host, obtain, provide, and pay for all necessary public meeting accommodations, including audio-visual equipment.
- City shall assist in development of meeting advertisements and shall distribute mailers
- City shall assist in obtaining utility data and coordinating with utility owners; City shall provide utility owner contact information
- City shall provide EAP data (e.g. named individuals and contact information, property owner method of contact, equipment and material supplier information)
- City shall perform communication and / or coordination with property owners whose property is within the project area, if needed
- PWC shall provide models, GIS data, and other available information of utilities in the project area to evaluate water distribution and sanitary sewer modifications
- Permitting agency review durations

Exclusions

- Permitting assessments, applications, and fees for agencies or permits not explicitly identified in Basic Services
- Hazardous, historical, or archeological material surveys, mitigation, removal, or permitting
- Alternatives analyses; development of design new models
- Design or permitting of unforeseen conditions; City, PWC, or NCDOT-standard structures; temporary constructions, cofferdams, pumping systems, dewatering systems; private utility relocations (except ductbanks as described in Basic Services); prefabricated bridges; borrow sources; deep foundations; dredging; CLOMR / LOMR
- Internal inspection of existing ALWD spillway riser-barrel systems
- Preparation of Conformed Documents; construction administration / management; construction material testing
- Coordination with, or responding to comments from, third-party program managers
- Printing and / or distribution of hard copies of drawings (except as required for permitting) and Contract Documents



LABOR SUMMARY

LABOR SUMMARY																				
Tasks and Descriptions	Combined Totals (CT)					Previous Effort (PE)					Effort This Period (ETP)					Effort to Date (ETD)				
	Hours	Labor	Expense	Subs	TOT	Hours	Labor	Expense	Subs	TOT	Hours	Labor	Expense	Subs	TOT	Hours	Labor	Expense	Subs	TOT
	1 Project Management and Meetings	170	\$40,000	\$525	\$40,525	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
2 Data Collection	111	\$22,000	\$875	\$215,000	\$237,875	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
3 Property and Easement Acquisition	14	\$3,000	\$0	\$0	\$3,000	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
4 Community Engagement	146	\$33,000	\$950	\$0	\$33,950	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
5 Hydrotechnical Modeling	259	\$50,000	\$0	\$50,000	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0
6 Spillway Modeling	115	\$22,000	\$1,000	\$100,000	\$123,000	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
7 Private Utility Coordination	97	\$20,000	\$350	\$0	\$20,350	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
8 PWC Utility Design and Permitting	1073	\$200,000	\$2,400	\$0	\$202,400	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
9 Detailed Design	3645	\$690,000	\$1,050	\$691,050	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0
10 Permitting and Funding	757	\$152,000	\$27,735	\$0	\$179,735	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
11 Bidding Assistance	216	\$43,000	\$350	\$0	\$43,350	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
12 Additional Services	671	\$130,000	\$2,500	\$70,000	\$202,500	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
TOTAL CONTRACT	7,276	\$1,405,000	\$37,735	\$385,000	\$1,827,735	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0

EXHIBIT B

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.

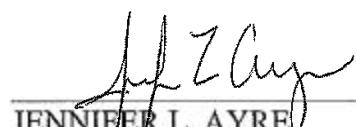
ARTICLE 22. CITY'S TERMS SUPERSEDE. To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

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:

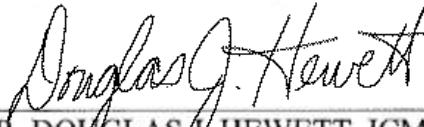

JENNIFER L. AYRE

6/25/2025

City Clerk



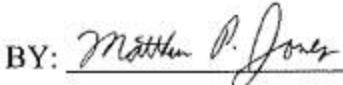
CITY OF FAYETTEVILLE


DR. DOUGLAS J. HEWETT, ICMA-CM

City Manager

DATE: 6/25/2025

HAZEN AND SAWYER

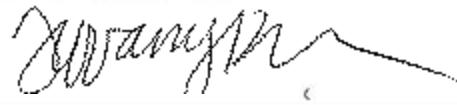
BY: 

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