

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

In accordance with the Professional Services Agreement (Agreement) dated March 28, 2022, between the CITY OF FAYETTEVILLE (hereinafter called OWNER) and Freese and Nichols, Inc. (hereinafter called CONSULTANT) OWNER hereby authorizes CONSULTANT to proceed, and CONSULTANT agrees to perform in accordance with the terms of the Agreement, attached as Exhibit C, and this Work Authorization, the following services for the following Project:

I. PROJECT

This Work Authorization is for professional services related to the City of Fayetteville Stormwater Department's Drainage Inventory and Assessment.

Freese and Nichols, Inc. (FNI) will partner with the City of Fayetteville, NC (Owner) to collect the remaining Citywide Survey as it pertains to the City's effort in developing, updating, and maintaining a municipal storm sewer map that includes stormwater conveyances, flow direction, major outfalls and receiving waters. The scope of this effort is to finalize Buckhead and Beaver Creek 3 and to deliver 100% of Cross Creek and 30% of Beaver Creek 2, as described in Exhibit A which is hereby attached and incorporated herein by reference.

Funding Mechanism: Stormwater Enterprise Fund

Division/Department Representing the City: Stormwater/Public Services

II. AGREEMENT & SCOPE OF SERVICE

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

The Scope of Services to be provided by CONSULTANT, in connection with this Work Authorization, is detailed in Exhibit A.

Deliverables include:

- Email summaries of project status meetings for Buckhead, Beaver Creek 3, Cross Creek and Beaver Creek 2
- The following items for Buckhead, Beaver Creek 3, and Cross Creek
 - QA/QC document(s) associated with interim quality reviews
 - Final asset geodatabases
 - Shapefiles from ESP's dashboard identifying inaccessible nodes and maintenance needs
 - Final documentation (including technical memorandums, survey accuracy reports, and lists of inaccessible nodes, maintenance needs, and new FacilityID numbering)

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 entail and must be approved by the City Manager or his designee.

III. RESPONSIBILITIES

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

- Owner
 - Primary coordination with City Council, City Manager and other stakeholders as necessary
 - Incorporation of survey into City's GDB housed on the City SDE
- Consultant
 - Provide survey data in the form of a GDB for Buckhead, Beaver Creek 3 and Cross Creek
 - Assist City with incorporation of new survey data if needed
 - Mailing of property owner notifications for Cross Creek and Beaver Creek 2
- Also as described in Exhibits A and B

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 \$1,000,000. 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 subsequent to the Notice to Proceed being issued and shall be complete by June 30th, 2026.

VI. MISCELLANEOUS

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

2. **E-Verify.** CONSULTANT acknowledges that “E-Verify” is the federal E-Verify program operated by the U.S. Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. CONSULTANT further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C. Gen. Stat. § 64-26(a). CONSULTANT pledges, attests and warrants through execution of this contract that CONSULTANT complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by

CONSULTANT shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Work Authorization.

3. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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

- a. bring disrepute, contempt, scandal, or public ridicule to the Actor;
- b. subject the Actor to prosecution;
- c. offend the community or public morals/decency;
- d. denigrate individuals or groups in the community served by the OWNER;
- e. is scandalous or inconsistent with community standards or good citizenship;
- f. adversely affect the OWNER'S finances, public standing, image, or reputation;
- g. is embarrassing or offensive to the OWNER or may reflect unfavorably on the OWNER; and,
- h. is derogatory or offensive to one or more employee(s) or customer(s) of the OWNER.

5. **Venue and Forum Selection.** The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina

6. **Termination for Cause.** In the event of substantial failure by CONSULTANT to perform in accordance with the terms of this Agreement, the OWNER shall have the right to terminate CONSULTANT upon ten calendar (10) days written notice in which event CONSULTANT shall have neither the obligation nor the right to perform further services under this Agreement nor shall the OWNER be obligated to make any further payment for work that has not been performed. CONSULTANT shall provide to the OWNER all reports, surveys or other related documents upon the OWNER'S request.

7. **Termination for Convenience.** Upon thirty (30) calendar days' written notice to CONSULTANT, the OWNER may, without cause and without prejudice to any other right or

remedy legally available to the OWNER, terminate this Agreement. Upon such notice, CONSULTANT shall have neither the obligation nor the right to perform services under this Agreement nor shall the OWNER be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, CONSULTANT shall be paid for the completed and accepted work executed in accordance with this Agreement prior to the written notice of termination. Additionally, upon mutual agreement, CONSULTANT may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the OWNER.

8. **Protest.** Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

9. **Indemnification.** To the extent permitted by law, CONSULTANT agrees to defend, indemnify, and hold harmless the OWNER and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of CONSULTANT, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the OWNER by CONSULTANT does not constitute a waiver of the OWNER'S governmental immunity in any respects under North Carolina law.

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

11. **Survival of Terms.** All warranties, covenants, and representations contained within this Agreement and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

12. **Divestment of Companies Boycotting Israel or that Invest in Iran Certification.** CONSULTANT certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD

Lists”); and (iii) it will not take any action causing it to appear on the Treasurer’s FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, CONSULTANT further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the OWNER for any and all damages, costs and attorneys’ fees incurred by the OWNER in connection with any claim that this Agreement or any part thereof is void due to CONSULTANT appearing on the Treasurer’s FD Lists at any time before or during the term of this Agreement.

CONSULTANT ACCEPTANCE:

FREESE AND NICHOLS

BY: Mike Wayts

PRINT: Mike Wayts

TITLE: Vice President/ Owner

DATE: 8/15/2025

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

BY: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

JENNIFER L AYRE, MPA, MMC
City Clerk

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

TIFFANY R. MURRAY
Chief Financial Officer

Exhibit A

Exhibit A

Scope of Services for Drainage Inventory and Assessment (FY26)

The following is a scope of services for Freese and Nichols, Inc (FNI) to provide drainage inventory and assessment for the remaining subbasins not previously surveyed as part of the Citywide Master Plan effort for Cross Creek, Beaver Creek 2, and to finalize GDBs for Buckhead and Beaver Creek 3. The fee for the below scope of services has been estimated assuming ten months (September 2025 through June 2026).

This scope of services is for FY26 and includes the remaining amount from the FY25 WA for Buckhead and Beaver Creek 3 (see FY25 WA [contract #64912; PO #20702] for full scope) along with Cross Creek (CRO) and 30% of Beaver Creek 2 (BV2) as outlined below. See attached survey scope of services provided by ESP for additional detail related to the assumptions with regards to remaining inventory in these watersheds.

BASIC SERVICES (NTE)

To execute management of the survey for the above-mentioned effort, the tasks below will be performed:

Task 1: Remaining FY25 Effort

The FY25 WA outlines the complete scope for the Buckhead Creek and Beaver Creek 3 drainage inventory and assessment. As this is a multi-year effort tied to fiscal year budgets, full estimates are prepared for each new watershed, though only a portion of the work can be funded within a single year's budget.

In FY25, the WA presented the full effort for both Buckhead Creek and Beaver Creek 3 but authorized funding for 100% of Buckhead Creek and 80% of Beaver Creek 3. Funding was subsequently reallocated to enable full data collection for both watersheds and to complete most of the quality review for Buckhead Creek.

The budget allocated to this task will support the remaining work, including final quality reviews and delivery of geodatabases for both watersheds. We are assuming this effort will be completed in October 2025.

Deliverables

Deliverables for this task are outlined below:

- Email summaries of project status meetings
- QA/QC document(s) associated with interim quality reviews
- Final asset geodatabases for FY25 Buckhead and Beaver Creek 3 collection areas
- Shapefiles from ESP's dashboard identifying inaccessible nodes and maintenance needs
- Final documentation (including technical memorandums, survey accuracy reports, and lists of inaccessible nodes, maintenance needs, and new FacilityID numbering)

Task 2: Cross Creek (CRO)

2.1 Property Owner Notifications

FNI will prepare and mail property owner notifications. This will include:

- Identifying the parcels in immediate vicinity of survey limits. It is estimated that 5,500± properties are impacted by this effort.
- Downloading the associated owner information using the current Cumberland County GIS/Tax Administration information
- FNI will utilize the web service Click2Mail to send notifications. This requires uploading a template of the letter as well as a template for the owner information. FNI will:
 - Create the notification postcard, and corresponding template
 - Populate the owner information template with downloaded information modified as needed (e.g. shortening owner names that are too long to upload, combining PINs and information where needed so owners are not getting multiple copies of the same notification if they own more than one parcel in the area, revising addresses as needed for the template, etc.)
 - Upload both templates and revise any errors preventing final submittal
 - Pay online to send notifications

2.2 Management and Coordination

The following items will be performed as part of this task

- Progress meetings to discuss status and next steps (assuming these will begin in September and end in June)
 - Bi-monthly with City (20 meetings)
 - Bi-monthly with ESP on the off weeks with the City (20 meetings)
 - As-needed with both City and ESP (up to five meetings)
- Coordination between progress meetings as needed (up to four hours per month)
- Monitor the survey progress using ESP's custom dashboard, as well as check-in meetings and invoices.
- Coordinate with ESP to mitigate challenges and/or discrepancies between the budget, schedule, and percent complete.
- Invoicing including review and inclusion of ESP invoices with FNI's invoice

2.3 Quality Reviews

The below Quality Control (QC) reviews will be performed upon receiving the survey GDB. Following the QC a Quality Assurance (QA) review will be performed to review the results of the QC. A QC document will be provided to the City with a log of checks performed.

Quality Control

- Deliverable should contain:
 - Geodatabase
 - Technical memo
 - Accuracy report
 - A separate list of any collection issues (will be sent when located)
 - A separate list of inaccessible nodes (will be sent when located)
 - A separate list of any illicit discharge locations (will be sent when located)

- An initial check of the data should be done to confirm:
 - Coordinate system is NAD 1983 State Plane North Carolina FIPS 3200 Ft for horizontal and NAVD88 for vertical
 - Attribute tables are populated with all agreed upon information
 - Relate tables are functional
 - Photos are attached to the correct field and are properly named
- A high-level visual review should be done to confirm:
 - No noticeable gaps in the linework
 - All ends of lines seem to be connected to a node
 - Locations of all stormwater structures contained in the legacy dataset seem to have been verified in the field and survey information was collected for the locatable structures
- More detailed checks should be done to confirm:
 - Primary system culvert and bridge survey sketches match stormwater assets data
 - Inlet types seem to be correct (check approx. 5% of each inlet type, or a minimum of 10 total inlets, against attached photo)
 - Large culverts are identified as such and placed in the culvert feature class
 - Legacy IDs are used as the Facility IDs if there is a corresponding feature in the legacy dataset. Deviations have been identified and confirmed.
 - A-typical situations, as noted in comment field, make sense
- Automated checks should include:
 - There are no duplicate Facility IDs
 - All relevant survey information shown below was collected and named consistently per CMSM
 - Pipes, culverts, nodes, other stormwater structures as applicable
 - Channel cross sections
 - Wet and dry ponds
 - Swales and ditches
 - Condition assessments and/or photos
 - Lines are connected correctly, i.e., negative slopes are confirmed and noted as an exception
 - None of the pipes have missing diameters or inverts
 - There are no NULL values in any fields that should be populated
 - None of the nodes have missing ground elevations or measuredowns
 - Measuredowns of less than one foot contain a comment
 - Where significant sediment or water has been noted, check that the invert is based on estimated pipe size rather than the limited measuredown
 - Assets noted as inaccessible are limited to less than 5% of any feature class and contain sufficient detail in the comment fields to clearly indicate why / how the asset in question is inaccessible
 - Major outfall designations contain relevant information
 - Upstream and downstream end conduit invert elevations are above corresponding node bottom
 - Upstream and downstream end culvert crowns are below the indicated overtopping elevation of the road
 - Condition assessments have the following fields populated:

- Inlet/outlet damage
- Inlet/outlet condition
- Pipe barrel condition
- Pipe barrel general comment

The quality checks for FNI asset inventory in watershed studies already encompass most of the essential evaluations necessary for effective and accurate use in hydrologic/hydraulic (H&H) modeling, such as verifying reasonable slopes and ensuring proper structure/pipe connections. When asset inventory was coordinated with the watershed studies, any issues or anomalies could be more readily identified and addressed during H&H development, when the specifics of the assets and their broader functions are given particular attention.

Given that this city-wide collection effort is being conducted independently of any future H&H modeling projects, FNI will implement enhanced quality checks from a "modeler's" perspective to identify and resolve potential issues that might pose challenges for future modeling efforts. Examples of these enhanced checks include heightened scrutiny of inlet type coding (which impacts hydraulic rating curve assumptions), verification of standard pipe sizes, identification of significant system constrictions (e.g., a 48" pipe narrowing to an 18" pipe), and assessment of the overall reasonableness and logic of assigned system connectivity. These enhanced checks will be carried out by FNI staff proficient in H&H modeling and GIS, who possess a thorough understanding of stormwater system functions. The checks will be performed using a combination of systematic reviews and visual inspections.

Deliverables

Deliverables for this task are outlined below:

- Email summaries of project status meetings
- QA/QC document(s) associated with interim quality reviews
- Final asset geodatabase for FY26 Cross Creek collection areas
- Shapefiles from ESP's dashboard identifying inaccessible nodes and maintenance needs
- Final documentation (including technical memorandums, survey accuracy reports, and lists of inaccessible nodes, maintenance needs, and new FacilityID numbering)

Task 3: Beaver Creek 2 (BV2)

3.1 Property Owner Notifications

FNI will prepare and mail property owner notifications. This will include:

- Identifying the parcels in immediate vicinity of survey limits. It is estimated that 4,200± properties are impacted by this effort.
- Downloading the associated owner information using the current Cumberland County GIS/Tax Administration information
- FNI will utilize the web service Click2Mail to send notifications. This requires uploading a template of the letter as well as a template for the owner information. FNI will:
 - Create the notification postcard, and corresponding template
 - Populate the owner information template with downloaded information modified as needed (e.g. shortening owner names that are too long to upload, combining PINs and information where needed so owners are not getting multiple copies of the same

notification if they own more than one parcel in the area, revising addresses as needed for the template, etc.)

- Upload both templates and revise any errors preventing final submittal
- Pay online to send notifications

3.2 Management and Coordination

The following items will be performed as part of this task

- Progress meetings to discuss status and next steps (assuming these will begin in March [prior to beginning the property owner notification effort that is anticipated to start in April] and end in June)
 - Bi-monthly with City (eight meetings)
 - Bi-monthly with ESP on the off weeks with the City (eight meetings)
 - As-needed with both City and ESP (up to two meetings)
- Coordination between progress meetings as needed (up to four hours per month)
- Monitor the survey progress using ESP's custom dashboard, as well as check-in meetings and invoices.
- Coordinate with ESP to mitigate challenges and/or discrepancies between the budget, schedule, and percent complete.
- Invoicing including review and inclusion of ESP invoices with FNI's invoice.

3.3 Quality Reviews

This task is not part of the FY26 effort but is anticipated to be performed as part of the FY27 effort.

Deliverables

Deliverables for this task are outlined below:

- Email summaries of project status meetings

Note: Interim QA/QC documentation and final geodatabase for Beaver Creek 2 are to be provided with the anticipated FY27 contract (future contract) deliverables.

ASSUMPTIONS

The above scope of services has been developed based on the following assumptions:

- Work cannot begin until the WA has been executed
- The WA will be executed no later than 9/26
- Cross Creek survey collection will utilize a minimum of two crews
- BV2 survey collection will begin after Cross Creek collection is completed so the same crews may be utilized
- BV2 survey collection will not be completed by the end of this WA term
- ESP will need to demobilize their survey crews until the next WA is executed
- Interim and final deliverables of the BV2 GDB will not be provided until the survey collection is completed
- A FY27 WA is anticipated to complete BV2



August 13, 2025

Mr. Neal Banerjee, PE, CFM
Freese and Nichols, Inc.
1001 Tuckaseegee Rd., Suite 120
Charlotte, NC 28208

**RE: Scope of Work – Cross Creek Watershed
Fayetteville Drainage Inventory/Assessment Support
ESP Proposal# 25-00523-C**

Dear Mr. Banerjee:

Per your request, ESP Associates, Inc. (ESP) has prepared this proposal to provide drainage inventory and condition assessment services to support overall stormwater management initiatives for the City of Fayetteville. A description of the work to be performed is provided below followed by schedule and cost considerations.

UNDERSTANDING OF TASK

Freese and Nichols, Inc. (FNI) is a prime contractor with an existing contract (prime contract) with the City of Fayetteville, NC (City) to provide a variety of program management, engineering, and data collection services to support the City's stormwater program initiatives. One element of the prime contract is to collect/create a GIS inventory of the City's drainage system. The inventory includes a comprehensive collection/assessment of both open systems (i.e. channels, culverts, etc.) and closed-system (e.g. structures, pipes, etc.) features on both public and private property, where accessible. The City has a legacy GIS drainage inventory; however, the information is dated (10+ years old), is incomplete, and does not provide all the information needed to support current initiatives.

The current drainage inventory and assessment collection are being performed/organized on City subbasins, which range in area from less than 20 acres to greater than 200 acres but average approximately 80 acres. The City subbasins were previously assessed to determine need/priority. The current need for collection is focused on collecting the remainder of the subbasins that were not identified as "high-priority" (i.e. with greatest need for updated information). All work under this collection effort will be identified as "Priority 2" and attributed appropriately within the Data source field. Working with FNI, the City has developed a Consultant Management and Standards Manual (CMSM) (dated October 2024). The CMSM describes the specific types of features that will be collected and what information to collect for each feature. The CMSM also has an accompanying data schema (i.e. digital blueprint) for the final data structure to store the final processed inventory data (inventory geodatabase).

FNI has requested that ESP prepare this proposal to collect/create the drainage inventory for fifty-two (52) subbasins within the Cross Creek watershed that total approximately 5.45 sq. mi. The collected and mapped data will follow both the CMSM and the City of Fayetteville Stormwater Inventory Field Collection Guide Standards. Please note that the following subbasins were included within the current study area: CRO_2027, CRO_2028, CRO_2029, CRO_2032. However, these will not be included in this

effort because they had been surveyed previously. These subbasins are within the City limits, west of The All-American Freeway and just southeast of I-295 (see Figure 1).

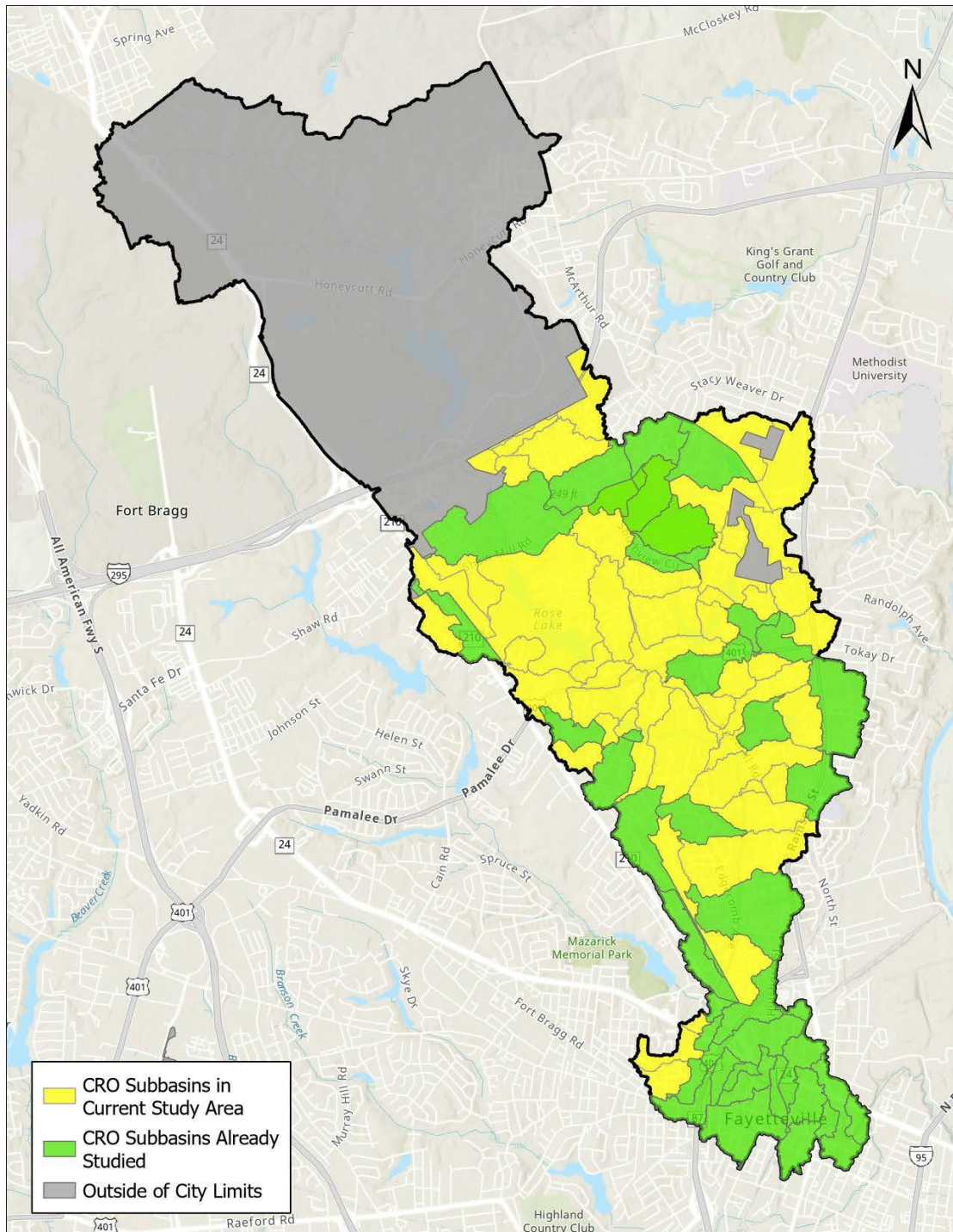


Figure 1. Remaining Cross Creek Subbasins for Drainage Inventory Collection

SCOPE OF TASKS

ESP will collect/create a drainage inventory within the assigned remaining Cross Creek subbasins for the main feature type task outlined below. Collection, processing, and deliverables will be prepared per the CMSM and associated stormwater assets geodatabase.

Prior to field collection, ESP will conduct in-office work area planning to facilitate efficient operations in the field. Work planning will include data compilation and review of available data, configuring collection devices, determining field logistics, and communicating collection standards/protocols to field staff.

PROPERTY OWNER CONTACTS

Any survey conducted on private land, outside of the public right-of-way will require property owner notification. In every case, ESP's field crews will attempt to make one-on-one contact with property owners before entering the property. All field crews will carry proper identification and a copy of the provided owner notification letter, created and mailed out by others, to give to any concerned property owners.

If access is denied by a property owner, ESP will notify FNI, who will then communicate this to the City. Along with the City, ESP/FNI will review and revise the survey plan for an alternative that will not require property access. The alternatives may include exploring remote sensing methods to obtain the structure survey information. All decisions that degrade the level of study (for example approximating a structure in a detailed study) will be presented to the City for approval.

Task 1: Stormwater Features

ESP will field-locate and attribute information for drainage system nodes (i.e. structures) and their associated connected drainage features (e.g. pipes, channels, etc.) as described in the CMSM. ESP will use GPS or total station survey equipment to locate drainage inventory "nodes", drainage structures (e.g. manholes, inlets, etc.), pipe inlets/outlets, and other "point" locations where data is physically collected. A single reference location (X, Y, and Z) will be surveyed at each node, from which all depth/invert measurements of connecting features will be referenced, to provide structure/pipe elevations. The coordinate system used will be NC State Plane NAD83/2011 (Horizontal) and NAVD88 (Vertical) datum. Feature geometry (e.g. lines representing pipes) and attributes, as required by the inventory geodatabase schema, will be recorded for the structure and connected features (e.g. pipes) using the ESRI Field Maps app or equivalent mobile data collection application. Feature geometry (e.g. lines representing pipes) will be drawn in ESRI Field Maps from upstream to downstream to correlate with the system direction of flow. In addition, an inspection record (including a photograph) will be provided at each structure (e.g. inlet, manhole) and for any connected pipe that it noted as deteriorated. Features that are not accessible will be flagged/noted in the database as such.

Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. topology rules, acceptable values, etc.). Feature information collected in this task will be used to create feature geometry and populate attributes in the appropriate stormwater asset feature classes (e.g. IDCA_SWNODE, IDCA_SWCONDUIT, etc.) and related tables.

Table 1: Stormwater Feature Cost Estimate

Task 1 Description	Estimated Unit Cost	Estimated Units	Budgeted Cost
Stormwater Features	\$103	5180	\$533,540
Task 1 Budget			\$533,540

Task 2A: Detailed Structures

ESP will field-locate information for significant open-system features such as significant culvert crossings, dams, and wet/dry ponds as described in the CMSM. ESP will collect detailed survey shots (X,Y, and Z) of relevant associated sub-features such as walls, top of roadways, and outlet structures. It is anticipated that each detailed structure may have as many as 50 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each structure. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_BRIDGE', 'IDCA_CULVERT', 'IDCA_DAM' and feature classes and related tables. Structures that are not accessible will be flagged/noted in the database as such.

Task 2B: Natural Cross Sections

ESP will field locate channel cross section information for significant channels as described in the CMSM. ESP will collect detailed survey shots (X, Y, and Z) to define the channel geometry and locate physical features such as top of banks, bottom of banks, and thalweg. It is anticipated that each detailed structure may have as many as 15 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each cross section. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_SWCHANNEL' and related tables.

Table 2: Detailed Structures and Natural Cross Sections

Task 2A & 2B Itemized Cost	Estimated Units	Estimated Unit Cost	Total Budget
Natural Cross Section	63	\$1,228	\$77,364
Culvert	5	\$1,375	\$6,875
Bridge (Roadway)	0	\$1,843	\$0
Bridge (Pedestrian)	0	\$1,146	\$0
Dam	3	\$1,800	\$5,400
SCM & Wet/Dry Pond	0	\$1,200	\$0
Task 2 (A&B) Budgeted Cost			\$89,639

Quality Control

ESP has implemented QC processes set in place throughout the duration of a project to ensure complete and accurate data collection. Examples of this include review of scope and CMSM manual prior to commencement of work and project kickoff meetings with field crews to discuss specific requirements of the project. In addition, ESP checks that all node features have Survey Locations (X,Y,Z) and will do

independent checks on a percentage of nodes features to produce an accuracy report. Examples of additional sample QC check can be found in Table 3:

Table 3: Example QC Checks

QC Category	Example Checks
Data Structure	<ul style="list-style-type: none"> • File geodatabase is using latest/appropriate data schema • Features/Records are loaded into appropriate feature classes/tables • Relationship classes and attachments are functioning properly • Attachments are compressed and named appropriately
Geometry/Topology	<ul style="list-style-type: none"> • Features have proper topology (e.g. all lines connected at ends with nodes, all features are single part, linear features should not self-intersect or cross each other, pipes should only have two vertices, etc.) • Point/Linear features should be connected/snapped to form a seamless drainage network with orientation in direction of flow • Pipes should be reasonable length (generally between 5' and 400') • Pipes generally should not cross through buildings • Feature locations are reasonable with aerials/DEMs
Attribution	<ul style="list-style-type: none"> • All features should be populated with unique FacilityID • US/DS IDs of linear features correlate with FacilityID of attached nodes • Domain fields only contain valid domain values • Depths of structures are reasonable (generally between 0' – 20') • Values for other non-domain fields are reasonable • Depth of pipes leaving structures are at (or close to) the structure depth • Depth of incoming pipes to a structure are at or above the structure depth • Calculated pipe slopes are between -0.5% and 20% • Stubs are coded and commented properly • Structures that are coded as inaccessible or requiring maintenance have photos and appropriate comments • A-typical situations (multiple outlet pipes from one structure, pipe size restrictions moving downstream, etc.) have an explanation in the appropriate comment field

Project Coordination

ESP will coordinate with FNI throughout the project to facilitate a smooth project. Coordination with FNI is anticipated to include a brief weekly meeting (schedule subject to change as project progresses) and/or email check-in to discuss project progress, any outstanding coordination needs or any other concerns that may arise through the duration of the collection. ESP will direct all communications through FNI, unless directed otherwise by FNI or the City. In addition, ESP and FNI will schedule monthly check-in meetings with the City to provide progress updates. ESP will also create and share an online ESRI Tracker Dashboard with the City and FNI to report real time updates of current field efforts and structures flag for maintenance needs and/or access issues.

DELIVERABLES

The anticipated deliverables of this effort include:

- A populated inventory geodatabase per CMSM standards
- Project Technical Memorandum
- Survey Accuracy Report
- Individualized List and explanation for the following:
 - Collection Issues
 - Inaccessible Nodes
 - Field Observed Illicit Discharges
 - New Facility ID's that no longer match Legacy Data

SCHEDULE

ESP will begin work upon receiving Notice to Proceed (NTP). It is noted that the schedule may be subject to change due to weather and potential coordination/review time.

PROPOSAL EXCLUSIONS & ASSUMPTIONS

The above scope of services does not include (unless specifically agreed upon for each task order):

- Confined space entry
- Field collection of any features where access is denied, the feature cannot be accessed with standard equipment, and/or where conditions in the field make it unsafe for collection
- In the case where a structure is temporarily blocked, survey crews will make note and try to collect the structure information in a follow-up attempt. If a structure is still blocked after 4 visits, it will be marked as inaccessible and will be documented with notes and a representative photograph for City review.

CONTINGENCY

This task includes contingency funding for additional survey collection beyond the estimated feature counts presented above and/or to handle special cases requiring significant additional effort beyond the base scope assumptions. No work under this contingency task will be performed/billed without the written request and approval of the City.

COST ESTIMATE

ESP proposes to perform services outlined above on a Time & Materials - Not to Exceed (NTE) basis as shown in the table below (*Table 4*). The 'Estimated Cost' shown below is based on the feature count and unit costs, and/or the allowances presented above. Feature count estimates were derived from a combination of previous inventory densities collected in the watershed. Unit prices are inclusive of all field costs including mileage, per diem, hotel expenses, vehicle/equipment expenses, and other travel/field related expenses. ESP will notify FNI (as soon as it becomes evident) if it appears that the number of estimated units, and that use of the contingency allowance may be necessary. ESP will not collect features and/or invoice for beyond the total fee estimate shown below, without written approval from FNI. ESP will invoice the contract monthly cost for field and office collection.

Table 4: Cost Summary

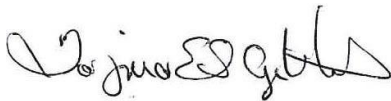
Task	Description	Estimated Cost	Payment Terms
1	Stormwater Features	\$533,540	Time & Materials (NTE)
2A & 2B	Detailed Surveys (Culverts & Natural Cross Sections)	\$89,639	Time & Materials (NTE)
3	GIS Integration (Detailed Surveys – 20%)	\$17,928	Time & Materials (NTE)
	Base Fee Estimate	\$641,107	Time & Materials (NTE)
	10% Contingency Allowance	\$64,111	(T&M Upon Request)
	Basin Total	\$705,218	Contract Maximum

Table 5: Hourly Rates

Position	Hourly Rate
2 Man Survey Crew	\$200
3 Man Survey Crew	\$215
Administrative Assistant I / Technical Writer	\$85
GIS Analyst I	\$145
GIS Technician I	\$115
Field Manager	\$130
Survey Technician	\$155
Survey Project Manager	\$165
Managing Surveyor (PLS)	\$195

We appreciate your consideration and look forward to serving FNI on this project. If you have any question, please do not hesitate to call me at 919-415-2732 or email me at tgibbs@espassociates.com.

Sincerely,
ESP Associates, Inc.



Toynia E.S. Gibbs, PLS, CFS
 Project Manager



August 12, 2025

Mr. Neal Banerjee, PE, CFM
Freese and Nichols, Inc.
1001 Tuckaseegee Rd., Suite 120
Charlotte, NC 28208

**RE: Scope of Work – Beaver Creek 2 Watershed
Fayetteville Drainage Inventory/Assessment Support
ESP Proposal# 25-00523-E**

Dear Mr. Banerjee:

Per your request, ESP Associates, Inc. (ESP) has prepared this proposal to provide drainage inventory and condition assessment services to support overall stormwater management initiatives for the City of Fayetteville. A description of the work to be performed is provided below followed by schedule and cost considerations.

UNDERSTANDING OF TASK

Freese and Nichols, Inc. (FNI) is a prime contractor with an existing contract (prime contract) with the City of Fayetteville, NC (City) to provide a variety of program management, engineering, and data collection services to support the City's stormwater program initiatives. One element of the prime contract is to collect/create a GIS inventory of the City's drainage system. The inventory includes a comprehensive collection/assessment of both open systems (i.e. channels, culverts, etc.) and closed-system (e.g. structures, pipes, etc.) features on both public and private property, where accessible. The City has a legacy GIS drainage inventory; however, the information is dated (10+ years old), is incomplete, and does not provide all the information needed to support current initiatives.

The current drainage inventory and assessment collection are being performed/organized on City subbasins, which range in area from less than 20 acres to greater than 200 acres but average approximately 80 acres. The City subbasins were previously assessed to determine need/priority. The current need for collection is focused on collecting the remainder of the subbasins that were not identified as "high-priority" (i.e. with greatest need for updated information). All work under this collection effort will be identified as "Priority 2" and attributed appropriately within the Data source field. Working with FNI, the City has developed a Consultant Management and Standards Manual (CMSM) (dated October 2024). The CMSM describes the specific types of features that will be collected and what information to collect for each feature. The CMSM also has an accompanying data schema (i.e. digital blueprint) for the final data structure to store the final processed inventory data (inventory geodatabase).

FNI has requested that ESP prepare this proposal to collect/create the drainage inventory for twenty-five (25) subbasins within the Beaver Creek 2 watershed that total approximately 3.7 sq. mi. The collected and mapped data will follow both the CMSM and the City of Fayetteville Stormwater Inventory Field Collection Guide Standards. Please note that the following subbasins were included within the current study area: BV2_0107, BV2_0109, BV2_0122, BV2_0123, BV2_0513, BV2_0802, BV2_0812,

BV2_0902. However, these will not be included in this effort because they had been surveyed previously. These subbasins are within the City limits, splitting Raeford Road, west of Hwy 59 and just southeast of I-295 (see Figure 1).

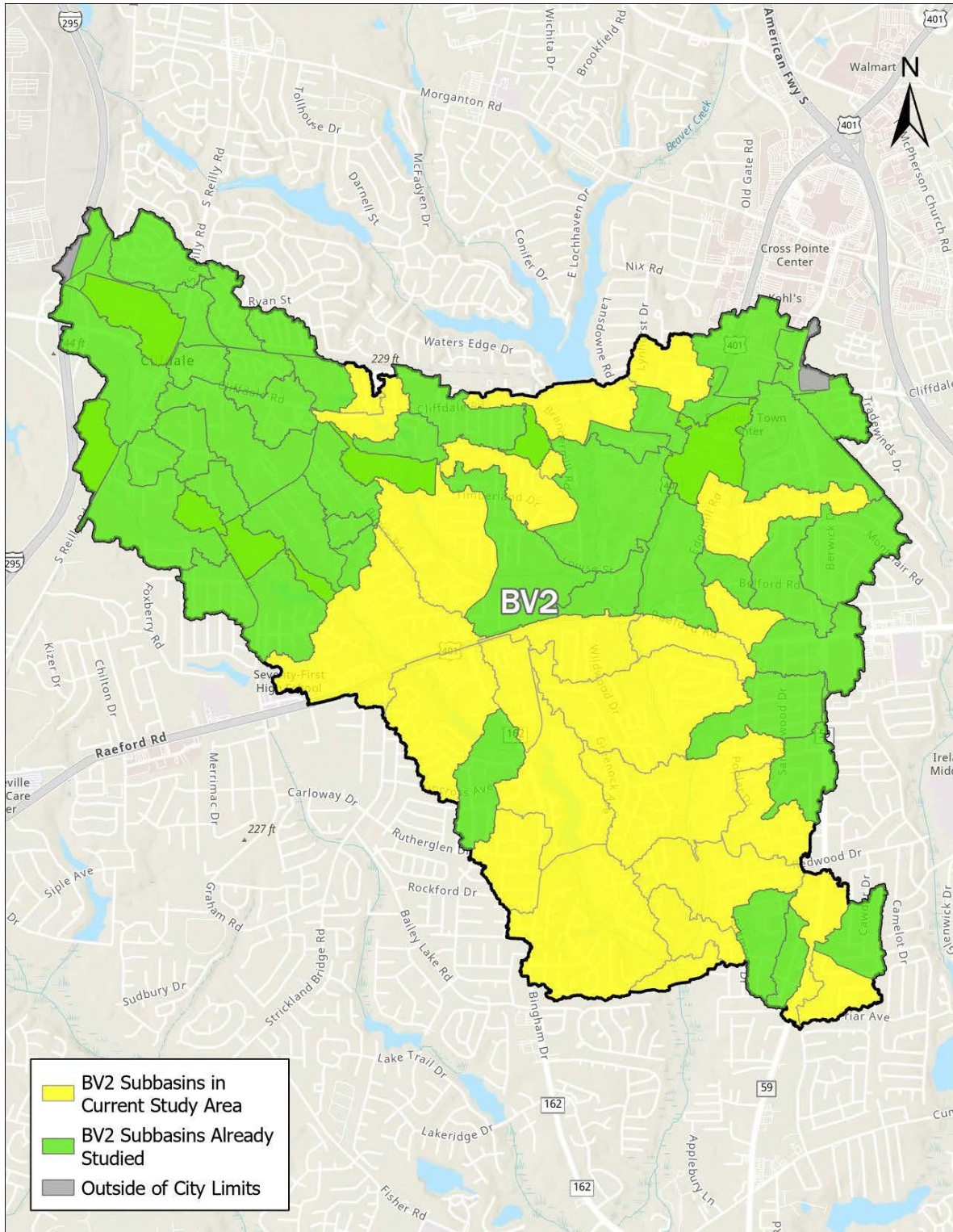


Figure 1. Remaining Beaver Creek 2 Subbasins for Drainage Inventory Collection

SCOPE OF TASKS

ESP will collect/create a drainage inventory within the assigned remaining Beaver Creek 2 subbasins for the main feature type task outlined below. Collection, processing, and deliverables will be prepared per the CMSM and associated stormwater assets geodatabase.

Prior to field collection, ESP will conduct in-office work area planning to facilitate efficient operations in the field. Work planning will include data compilation and review of available data, configuring collection devices, determining field logistics, and communicating collection standards/protocols to field staff.

PROPERTY OWNER CONTACTS

Any survey conducted on private land, outside of the public right-of-way will require property owner notification. In every case, ESP's field crews will attempt to make one-on-one contact with property owners before entering the property. All field crews will carry proper identification and a copy of the provided owner notification letter, created and mailed out by others, to give to any concerned property owners.

If access is denied by a property owner, ESP will notify FNI, who will then communicate this to the City. Along with the City, ESP/FNI will review and revise the survey plan for an alternative that will not require property access. The alternatives may include exploring remote sensing methods to obtain the structure survey information. All decisions that degrade the level of study (for example approximating a structure in a detailed study) will be presented to the City for approval.

Task 1: Stormwater Features

ESP will field-locate and attribute information for drainage system nodes (i.e. structures) and their associated connected drainage features (e.g. pipes, channels, etc.) as described in the CMSM. ESP will use GPS or total station survey equipment to locate drainage inventory "nodes", drainage structures (e.g. manholes, inlets, etc.), pipe inlets/outlets, and other "point" locations where data is physically collected. A single reference location (X, Y, and Z) will be surveyed at each node, from which all depth/invert measurements of connecting features will be referenced, to provide structure/pipe elevations. The coordinate system used will be NC State Plane NAD83/2011 (Horizontal) and NAVD88 (Vertical) datum. Feature geometry (e.g. lines representing pipes) and attributes, as required by the inventory geodatabase schema, will be recorded for the structure and connected features (e.g. pipes) using the ESRI Field Maps app or equivalent mobile data collection application. Feature geometry (e.g. lines representing pipes) will be drawn in ESRI Field Maps from upstream to downstream to correlate with the system direction of flow. In addition, an inspection record (including a photograph) will be provided at each structure (e.g. inlet, manhole) and for any connected pipe that it noted as deteriorated. Features that are not accessible will be flagged/noted in the database as such.

Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. topology rules, acceptable values, etc.). Feature information collected in this task will be used to create feature geometry and populate attributes in the appropriate stormwater asset feature classes (e.g. IDCA_SWNODE, IDCA_SWCONDUIT, etc.) and related tables.

Table 1: Stormwater Feature Cost Estimate

Task 1 Description	Estimated Unit Cost	Estimated Units	Budgeted Cost
Stormwater Features	\$103	3550	\$365,650
Task 1 Budget			\$365,650

Task 2A: Detailed Structures

ESP will field-locate information for significant open-system features such as significant culvert crossings, dams, and wet/dry ponds as described in the CMSM. ESP will collect detailed survey shots (X,Y, and Z) of relevant associated sub-features such as walls, top of roadways, and outlet structures. It is anticipated that each detailed structure may have as many as 50 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each structure. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_BRIDGE', 'IDCA_CULVERT', 'IDCA_DAM' and feature classes and related tables. Structures that are not accessible will be flagged/noted in the database as such.

Task 2B: Natural Cross Sections

ESP will field locate channel cross section information for significant channels as described in the CMSM. ESP will collect detailed survey shots (X, Y, and Z) to define the channel geometry and locate physical features such as top of banks, bottom of banks, and thalweg. It is anticipated that each detailed structure may have as many as 15 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each cross section. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_SWCHANNEL' and related tables.

Table 2: Detailed Structures and Natural Cross Sections

Task 2A & 2B Itemized Cost	Estimated Units	Estimated Unit Cost	Total Budget
Natural Cross Section	26	\$1,228	\$31,928
Culvert	1	\$1,375	\$1,375
Bridge (Roadway)	1	\$1,843	\$1,843
Bridge (RR)	1	\$2,100	\$2,100
Bridge (Pedestrian)	0	\$1,146	\$0
Dam	4	\$1,800	\$7,200
SCM & Wet/Dry Pond	0	\$1,200	\$0
Task 2 (A&B) Budgeted Cost			\$44,446

Quality Control

ESP has implemented QC processes set in place throughout the duration of a project to ensure complete and accurate data collection. Examples of this include review of scope and CMSM manual prior to commencement of work and project kickoff meetings with field crews to discuss specific requirements of the project. In addition, ESP checks that all node features have Survey Locations (X,Y,Z) and will do

independent checks on a percentage of nodes features to produce an accuracy report. Examples of additional sample QC check can be found in Table 3 below:

Table 3: Example QC Checks

QC Category	Example Checks
Data Structure	<ul style="list-style-type: none"> • File geodatabase is using latest/appropriate data schema • Features/Records are loaded into appropriate feature classes/tables • Relationship classes and attachments are functioning properly • Attachments are compressed and named appropriately
Geometry/Topology	<ul style="list-style-type: none"> • Features have proper topology (e.g. all lines connected at ends with nodes, all features are single part, linear features should not self-intersect or cross each other, pipes should only have two vertices, etc.) • Point/Linear features should be connected/snapped to form a seamless drainage network with orientation in direction of flow • Pipes should be reasonable length (generally between 5’ and 400’) • Pipes generally should not cross through buildings • Feature locations are reasonable with aeriels/DEMs
Attribution	<ul style="list-style-type: none"> • All features should be populated with unique FacilityID • US/DS IDs of linear features correlate with FacilityID of attached nodes • Domain fields only contain valid domain values • Depths of structures are reasonable (generally between 0’ – 20’) • Values for other non-domain fields are reasonable • Depth of pipes leaving structures are at (or close to) the structure depth • Depth of incoming pipes to a structure are at or above the structure depth • Calculated pipe slopes are between -0.5% and 20% • Stubs are coded and commented properly • Structures that are coded as inaccessible or requiring maintenance have photos and appropriate comments • A-typical situations (multiple outlet pipes from one structure, pipe size restrictions moving downstream, etc.) have an explanation in the appropriate comment field

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The anticipated deliverables of this effort include:

- A populated inventory geodatabase per CMSM standards
- Project Technical Memorandum
- Survey Accuracy Report
- Individualized List and explanation for the following:
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 - Inaccessible Nodes
 - Field Observed Illicit Discharges
 - New Facility ID's that no longer match Legacy Data

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ESP will begin work upon receiving Notice to Proceed (NTP). It is noted that the schedule may be subject to change due to weather and potential coordination/review time.

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COST ESTIMATE

ESP proposes to perform services outlined above on a Time & Materials - Not to Exceed (NTE) basis as shown in the table below (*Table 4*). The 'Estimated Cost' shown below is based on the feature count and unit costs, and/or the allowances presented above. Feature count estimates were derived from a combination of previous inventory densities collected in the watershed. Unit prices are inclusive of all field costs including mileage, per diem, hotel expenses, vehicle/equipment expenses, and other travel/field related expenses. ESP will notify FNI (as soon as it becomes evident) if it appears that the number of estimated units, and that use of the contingency allowance may be necessary. ESP will not collect features and/or invoice for beyond the total fee estimate shown below, without written approval from FNI. ESP will invoice the contract monthly cost for field and office collection.

Table 4: Cost Summary

Task	Description	Estimated Cost	Payment Terms
1	Stormwater Features	\$365,650	Time & Materials (NTE)
2A & 2B	Detailed Surveys (Culverts & Natural Cross Sections)	\$44,446	Time & Materials (NTE)
3	GIS Integration (Detailed Surveys – 20%)	\$8,889	Time & Materials (NTE)
	Base Fee Estimate	\$418,985	Time & Materials (NTE)
	10% Contingency Allowance	\$41,899	(T&M Upon Request)
	Basin Total	\$460,884	Contract Maximum

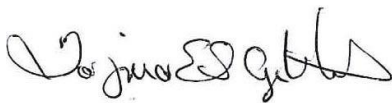
Note: This estimate represents the total anticipated cost for the entire scope of services. At this time, only thirty percent (30%) of the Basic Services, in the amount of \$125,696, shall be authorized. The remaining seventy percent (70%) of Basic Services, together with the contingency, shall be deferred and incorporated into the FY27 contract.

Table 5: Hourly Rates

Position	Hourly Rate
2 Man Survey Crew	\$200
3 Man Survey Crew	\$215
Administrative Assistant I / Technical Writer	\$85
GIS Analyst I	\$145
GIS Technician I	\$115
Field Manager	\$130
Survey Technician	\$155
Survey Project Manager	\$165
Managing Surveyor (PLS)	\$195

We appreciate your consideration and look forward to serving FNI on this project. If you have any question, please do not hesitate to call me at 919-415-2732 or email me at tgibbs@espassociates.com.

Sincerely,
ESP Associates, Inc.



Toynia E.S. Gibbs, PLS, CFS
 Project Manager

Exhibit B

Exhibit B

COMPENSATION – This work authorization contains time and materials based work as shown below. The Cost Summary is followed by more detailed hourly breakdowns for each task.

Cost Summary					
	Total Estimated Effort	FY26 Contract		Deferred to FY27	
		Allocation	Amount	Allocation	Amount
TASK 1: REMAINING FY25 EFFORT	\$51,200	100%	\$51,200	0%	\$0
Freese and Nichols Total	\$32,946		\$32,946		
1.2 Management and Coordination	\$8,896		\$8,896		
1.3 Quality Reviews	\$24,050		\$24,050		
ESP Total	\$18,254		\$18,254		
TASK 2: CROSS CREEK	\$760,195	100%	\$760,195	0%	\$0
Freese and Nichols Total	\$119,088		\$119,088		
2.1 Property Owner Notifications	\$17,780		\$17,780		
2.2 Management and Coordination	\$41,700		\$41,700		
2.3 Quality Reviews	\$59,608		\$59,608		
ESP Total	\$641,107		\$641,107		
TASK 3: BEAVER CREEK 2	\$506,841		\$150,650		\$356,191
Freese and Nichols Total	\$87,856		\$24,954		\$62,902
3.1 Property Owner Notifications	\$15,780	100%	\$15,780	0%	\$0
3.2 Management and Coordination	\$30,580	30%	\$9,174	70%	\$21,406
3.3 Quality Reviews	\$41,496	0%	\$0	100%	\$41,496
ESP Total	\$418,985	30%	\$125,696	70%	\$293,290
CONTINGENCY	\$119,936		\$37,955		\$81,981
Freese and Nichols (7%)	\$13,926	100%	\$13,926	0%	
ESP (10%)	\$106,010	Max amount within budget	\$24,029	Remaining Amount	\$81,981
TOTALS	\$1,438,172		\$1,000,000		\$438,172

(Detailed and Hourly Breakdowns on Next Page)

TASK 1: REMAINING FY25 EFFORT							
	Hours			Total Hours	Total Labor	Expenses	Total
	Prof 6	Prof 2	Prof 1				
	\$278	\$206	\$160				
Freese and Nichols Total							
1.2 Management and Coordination	32			32	\$8,896		\$8,896
1.3 Quality Reviews	40	55	10	105	\$24,050		\$24,050
ESP Total							\$18,254
TOTALS	72	55	10	137	\$32,946	\$0	\$51,200

TASK 2: CROSS CREEK							
	Hours			Total Hours	Total Labor	Expenses	Total
	Prof 6	Prof 2	Prof 1				
	\$278	\$206	\$160				
Freese and Nichols Total							
2.1 Property Owner Notifications	14	24		38	\$7,780	\$10,000	\$17,780
2.2 Management and Coordination	150			150	\$41,700		\$41,700
2.3 Quality Reviews	116	120	60	296	\$59,608		\$59,608
ESP Total							\$641,107
TOTALS	280	144	60	484	\$109,088	\$10,000	\$760,195

TASK 3: BEAVER CREEK 2*							
	Hours			Total Hours	Total Labor	Expenses	Total
	Prof 6	Prof 2	Prof 1				
	\$278	\$206	\$160				
Freese and Nichols Total							
3.1 Property Owner Notifications	14	24		38	\$7,780	\$8,000	\$15,780
3.2 Management and Coordination	110			110	\$30,580		\$30,580
3.3 Quality Reviews	72	100	40	212	\$41,496		\$41,496
ESP Total							\$418,985
TOTALS	196	124	40	360	\$79,856	\$8,000	\$506,841

***Note:** This estimate represents the total anticipated cost for the entire scope of services. At this time, only thirty percent (30%) of the Basic Services, in the amount of \$125,696, shall be authorized. The remaining seventy percent (70%) of the Basic Services, together with the contingency, shall be deferred and incorporated into the FY27 contract.

Exhibit C

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSULTING SERVICES

BETWEEN

CITY OF FAYETTEVILLE
FAYETTEVILLE, NORTH CAROLINA

AND

FREESE AND NICHOLS, INC.

APRIL 1, 2025

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

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

THIS AGREEMENT, effective the day 1st of April, 2025 by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and **FREESE AND NICHOLS, INC.** (hereinafter referred to as **CONSULTANT**), a corporation with principal business offices at 1017 Main Campus Drive, Suite 1200, Raleigh, NC 27606.

WITNESSETH:

WHEREAS, **CITY**, is engaged in the operation and maintenance of facilities and services which from time to time require revision, renovation and extension of existing facilities, and the construction of new facilities and other related projects; and

WHEREAS, the professional services of engineers, architects, surveyors and others will from time to time in the future be needed by the **CITY** in the renovation of existing facilities, and in the construction of new facilities and other related projects; and

WHEREAS, pursuant to N.C.G.S. § 143-64.31 it is the public policy of this State that municipalities announce all requirements for architectural, engineering and surveying services, to select firms qualified on the basis of demonstrated competence and qualification and to negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, **CONSULTANT** provides professional engineering consulting services of the nature required by the **CITY** and employs trained and experienced engineering, technical and/or other personnel possessing adequate knowledge, skills and experience to provide professional services to the **CITY**; and

WHEREAS, the parties contemplate that the on-call services of **CONSULTANT** will be performed on an as needed basis, in various stages in accordance with separate authorizations to be issued by **CITY**, and the parties desire to set forth the basic terms of their agreement in this Professional Services Agreement rather than in separate authorizations to be issued by **CITY**.

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto do hereby contract and agree as follows:

ARTICLE 1. TERM OF AGREEMENT. The term of this Professional Services Agreement for On-Call Consulting Services shall be for three (3) years from the date it is effective. The Agreement may be extended thereafter by mutual written agreement of the parties.

1.1. ASSIGNMENT. It is the intent of this Professional Services Agreement to secure the professional engineering services of **CONSULTANT** and failure of **CONSULTANT** for any reason to make the professional engineering services available to the **CITY** for the purposes described in this Professional Services Agreement shall be cause for termination of this Agreement. **CONSULTANT** shall not assign this Agreement without prior written consent of the **CITY**. Nothing contained in this paragraph shall prevent **CONSULTANT** from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist **CONSULTANT** in the performance of services rendered.

ARTICLE 2. COMPENSATION. **CONSULTANT** shall submit to **CITY** monthly invoices for services performed and accepted during that month. **CITY** agrees to pay **CONSULTANT**'s monthly invoice within thirty (30) days after said invoice is received by the **CITY**. Adjustments to an invoice for billing errors may extend the time for payment. For clarity, compensation to **CONSULTANT** shall be based upon task and/or work authorizations that are provided to and agreed upon by the **CITY**. The signing of this Professional Services Agreement does not bind or obligate the **CITY** to pay **CONSULTANT** any compensation.

2.1. VERIFICATION OF INVOICES. **CITY** has the right to require the **CONSULTANT** to produce for inspection all **CONSULTANT**'s time records, salaries of personnel and charges for direct expenses for which cost-plus compensation is provided. **CONSULTANT** agrees to provide **CITY** with said records on a timely basis and cooperate with **CITY** to verify the accuracy of all invoices.

2.2. NON-APPROPRIATION. Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the **CITY** are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the **CITY** to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the **CITY**.

ARTICLE 3. PROFESSIONAL STANDARDS AND DUTIES OF CONSULTANT. **CONSULTANT** shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for **CITY** as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Cumberland County, North Carolina. **CONSULTANT** warrants that the professional engineering services completed for **CITY** under this Agreement shall be performed utilizing the degree of care and skill exercised by diligent and prudent members of the same profession performing similar services on a national basis. **CONSULTANT** agrees that the professional engineering services performed shall be in a safe and workmanlike manner in compliance with all applicable laws, ordinances and regulations or rules. All professional engineering services provided by the **CONSULTANT** which are, or must be, performed by licensed professionals, will be performed by such professionals licensed by the State of North Carolina.

3.1. CONSULTANT NOT RESPONSIBLE FOR CONSTRUCTION MEANS OR SAFETY. Notwithstanding anything to the contrary: **CONSULTANT** for general construction projects shall not be responsible for any general contractor's or other project participant's failure to fulfill their contractual responsibilities to the **CITY**, nor shall **CONSULTANT** be responsible for construction means, methods, techniques, sequences, or procedures. Neither shall **CONSULTANT** be responsible for a project safety program or safety precautions unless **CONSULTANT** sets forth a safety program which is accepted by **CITY** and becomes a part of the agreement between the parties.

3.2. CONSULTANT AS CONSTRUCTION MANAGER. In the event the **CITY** contracts with the **CONSULTANT** to provide Construction Management Services, but subject to Article 3.1, the **CONSULTANT** shall make site visits appropriate to the stage of construction to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. **CONSULTANT** will endeavor to protect **CITY** against defects and deficiencies in the work of contractors and will report any observed deficiencies to **CITY**. In no event shall **CONSULTANT** be responsible for any contractor's, subcontractor's, vendor's, or other project participant's failure to comply with federal, state or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards unless it has contracted with the **CITY** to do so.

ARTICLE 4. ESTIMATES OF COST AND TIME. Although **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor's, subcontractor's, or vendor's methods of determining prices, or over competitive bidding or market conditions, nevertheless **CONSULTANT's** cost estimates and time estimates shall be made on the basis of current labor and material prices and the **CONSULTANT's** experience and qualifications, and **CONSULTANT's** estimates shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). Although **CONSULTANT** has no control over the resources provided by contractors to meet contract schedules, nevertheless **CONSULTANT's** estimates or forecast of schedules shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). **CONSULTANT** does not guarantee that project costs and schedules will not vary from the estimates and schedules given to **CITY**.

ARTICLE 5. LIABILITY, INDEMNIFICATION AND INSURANCE.

5.1. GENERAL. The **CITY** and **CONSULTANT** have considered the risks and potential liability that may exist during the performance of services by **CONSULTANT** and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, **CONSULTANT** shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

5.2 INDEMNITY & PROFESSIONAL LIABILITY INSURANCE. To the extent permitted by law, **CONSULTANT** agrees to indemnify and hold harmless the **CITY** and its

elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage to the extent caused by any negligent or tortious act, omission or negligence of **CONSULTANT**, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the **CITY** by **CONSULTANT** does not constitute a waiver of the **CITY**'s governmental immunity in any respect under North Carolina law. **CONSULTANT** agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A.

5.3 INDEMNITY & GENERAL LIABILITY INSURANCE. **CONSULTANT** agrees to indemnify and hold the **CITY**, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of **CONSULTANT**, **CONSULTANT**'s employees, and **CONSULTANT**'s subcontractors, for whom **CONSULTANT** is legally responsible during the performance of services under this Agreement. **CONSULTANT** shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance ("CGL") with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the **CITY** as an additional insured and which said insurance provides **CONSULTANT** with insurance for contractual liability which **CONSULTANT** has assumed pursuant to the terms of this Agreement.

5.4. OTHER INSURANCE. In addition to professional liability insurance and commercial general liability insurance set forth above, **CONSULTANT** further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- Worker's Compensation Insurance as required by North Carolina law and said policy shall also afford coverage to **CONSULTANT** for employer's liability.
- Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- The CGL policy required above shall include independent contractor liability coverage.
- If applicable, the CGL policy required above shall provide **CONSULTANT** with products and completed operations insurance. Said coverage is to be written on an occurrence basis, with coverage extended for such a period of time in which suits can be filed before the running of the statute of limitations, on any claim for injury to person or property due to negligence of **CONSULTANT** in the design of any building designed by the **CONSULTANT** under the terms of this Agreement.

5.5. CERTIFICATES OF INSURANCE. **CONSULTANT** shall provide to **CITY**, within a reasonable time after request, certificates from the insurer(s) indicating the amount of insurance coverage, the nature of such coverage, and the expiration date of the policy for each of the insurance coverage requirements contained in Article 5.

ARTICLE 6. INDEPENDENT CONTRACTOR. **CONSULTANT** is an Independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an Independent Contractor at all times. **CONSULTANT** shall be wholly responsible for the methods, means and techniques of performance. **CITY** shall have no right to supervise methods and techniques of performance employed by **CONSULTANT**, but **CITY** shall have the right to observe such performance.

ARTICLE 7. COMPLIANCE WITH LAWS. **CONSULTANT** agrees that in performing services pursuant to this Agreement to comply with all applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards. **CONSULTANT** shall be responsible for procuring all permits, certificates, and licenses necessary to allow **CONSULTANT** to perform services under this Agreement. **CONSULTANT** shall not be responsible for procuring permits required for the construction of any building, unless such responsibility is specifically agreed to by **CONSULTANT**.

ARTICLE 8. CITY'S RESPONSIBILITIES. **CITY** will furnish to **CONSULTANT** all of **CITY'S** requirements for the project, including, but not limited to, scope of work, program, time constraints, schedule milestones, financial constraints, design objectives and design constraints, which are available to the **CITY** or which the **CITY** can reasonably obtain to furnish to **CONSULTANT** to enable **CONSULTANT** to respond to **CITY**. Additionally, the **CITY** shall also be responsible for the following:

- Make final decisions utilizing information supplied by **CONSULTANT**.
- Designate personnel to represent **CITY** in matters involving the relationship between **CITY**, **CONSULTANT** and third parties.
- Provide such accounting, independent cost estimating, and insurance counseling services as may be required by the project.
- Provide such legal services as **CITY** may require or **CONSULTANT** may reasonably request with regard to legal issues pertaining to the project, including those which may be raised by contractors, subcontractors, vendors or other project participants.
- Enter into contracts for the purchase, construction, or other services with contractors, subcontractors, and vendors.
- Provide financing for the project and make all payments in accordance with the terms of the contract.

ARTICLE 9. TERMINATION OF CONTRACT FOR CAUSE. In the event of substantial failure by **CONSULTANT** to perform in accordance with the terms of this contract, the **CITY** shall have the right to terminate **CONSULTANT** upon ten (10) calendar days' written notice in which event **CONSULTANT** shall have neither the obligation nor the right to perform further services under this contract nor shall the **CITY** be obligated to make any further payment for work that has not been performed. **CONSULTANT** shall provide the **CITY** all reports, surveys or other related documents upon the **CITY'S** request.

ARTICLE 10. TERMINATION OF CONTRACT FOR CONVENIENCE. Upon thirty (30) calendar days' written notice to **CONSULTANT**, **CITY** may, without cause and without

prejudice to any other right or remedy legally available to the CITY, terminate this Agreement. Upon such notice, CONSULTANT shall have neither the obligation nor the right to perform services under this Agreement nor shall the CITY be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, CONSULTANT shall be paid for the completed executed in accordance with this Agreement prior to the effective date of termination. Additionally, upon mutual agreement, CONSULTANT may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur thirty (30) days after the written notice is sent by the CITY. Upon request by the CITY, CONSULTANT shall provide to the CITY all reports, surveys or other related documents upon the CITY's request and at the CITY's cost. CONSULTANT has no liability for CITY's use of incomplete reports, surveys or related documents.

ARTICLE 11. NONDISCLOSURE OF PROPRIETARY INFORMATION. CONSULTANT shall consider all information provided by CITY and all drawings, reports, studies, calculations, plans, specifications, and other documents resulting from the CONSULTANT'S performance of the services to be proprietary, unless such information is available from public sources. CONSULTANT shall not publish or disclose proprietary information for any purposes other than the performance of the services without the prior written authorization of CITY. CONSULTANT shall not make any written or verbal statement to any press or news media concerning the Project without the written authorization of CITY.

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

TO CITY: **CITY OF FAYETTEVILLE**
 ATTENTION: SHEILA THOMAS-AMBAT
 PUBLIC SERVICES DIRECTOR
 433 HAY STREET
 FAYETTEVILLE, NORTH CAROLINA 28301

TO CONSULTANT: **FREESE AND NICHOLS, INC.**
 ATTENTION: MIKE WAYTS
 PRINCIPAL
 1017 MAIN CAMPUS DR; STE 1200
 RALEIGH, NC 27606

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

ARTICLE 13. FORCE MAJEURE. Neither party shall be deemed to be in default of its obligations hereunder or responsible for any delay or failure of performance if and *so long as*

it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

ARTICLE 14. GOVERNING LAW. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

ARTICLE 15. MISCELLANEOUS.

15.1. NONWAIVER FOR BREACH. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

15.2. PRECEDENCE. In the event of any conflict or discrepancy between the terms of this Agreement and the specific written authorization to proceed pursuant to this Agreement, then the written authorization to proceed shall be given precedence over this Agreement in resolving such conflicts or discrepancies. If any conflict or discrepancy is discovered by either party hereto, then the written authorization to proceed, or this Agreement, shall be modified or amended, as necessary.

15.3. SEVERABILITY. The Parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform to the purposes of this Agreement and the requirements of applicable law.

15.4 STATUTE OF LIMITATIONS. No action, regardless of form, arising out of this Agreement may be brought by either party after the applicable statute of limitations giving rise to the alleged cause of action.

ARTICLE 16. INTEGRATED AGREEMENT. The CITY's authorization to proceed and this Professional Services Agreement for Consulting Services shall be integrated into and shall become the integrated agreement between the parties. **CONSULTANT** and **CITY** agree that all prior negotiations, representations, letters, agreements, understandings, or other communications between them, whether written or oral, are hereby merged into the Agreement and that the Agreement supersedes all such prior negotiations, contracts and/or agreements. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both **CONSULTANT** and **CITY**.

ARTICLE 17. BENEFITS LIMITED TO PARTIES. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than **CITY** and **CONSULTANT**.

ARTICLE 18. VENUE AND FORUM. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the Parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the Parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

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

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

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/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
JENNIFER L. AYRE
City Clerk 4/22/2025



CITY OF FAYETTEVILLE
Douglas J. Hewett
Douglas J. Hewett, ICMA-CM
City Manager
DATE: 4/22/2025

[CONSULTANT'S NAME]

BY: Mike Wayts

PRINT: Mike Wayts

TITLE: Principal

DATE: 3/20/2025

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

Mike Wayts

