

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

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In accordance with the General 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 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 Watershed Master Plan Program.

Freese and Nichols, Inc. (FNI) will provide engineering services for the City of Fayetteville, NC (Owner) as it pertains to Program Management for the Citywide Watershed Master Plan as described in Exhibits A and B which are 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 C, 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.

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
  - Required staff to accomplish effort as specified in Exhibit A
  - Required effort to procure additional consultants and/or partners if so desired
  - Primary coordination with City Council, City Manager and other stakeholders as necessary
  - In the event additional scope/fee is requested, Owner will provide required staff, effort and/or coordination as agreed upon by the Owner and Consultant
- Consultant
  - Required staff to accomplish effort as outlined in Exhibits A and B
  - Minimal (<4hrs) input, if requested, during any procurement processes related to this program
- 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 \$717,740. 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 November 1, 2022 and shall be complete by July 31, 2023.

**VI. MISCELLANEOUS**

1. The terms in this Work Authorization shall have the same meaning as provided in the Agreement.
2. As mandated by N.C. Gen. Stat. § 147-86.59(a), CONSULTANT certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. CONSULTANT further certifies that, in accordance with N.C. Gen. Stat. § 147-86-59(b), it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. CONSULTANT certifies that the signatory to this Work Authorization is authorized by CONSULTANT to make the foregoing statement.
3. E-Verify- CONSULTANT acknowledges that "E-Verify" is the federal E-Verify program operated by the U.S. Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. CONSULTANT further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C. Gen. Stat. § 64-26(a). CONSULTANT pledges, attests and warrants through execution of this contract that CONSULTANT complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by CONSULTANT shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Work Authorization.

4. Force Majeure- Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
5. Morality Clause- If, in the sole opinion of the City of Fayetteville, at any time CONSULTANT or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City of Fayetteville or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City of Fayetteville’s finances, public standing, image, or reputation or are embarrassing or offensive to the City of Fayetteville or may reflect unfavorably on the City of Fayetteville or are derogatory or offensive to one or more employee(s) or customer(s) of the City of Fayetteville, the City of Fayetteville may immediately upon written notice to CONSULTANT terminate this Agreement, in addition to any other rights and remedies that the City of Fayetteville may have hereunder or at law or in equity.
6. Venue and Forum Selection- The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina
7. Termination for Cause- In the event of substantial failure by CONSULTANT to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate CONSULTANT upon ten calendar (10) days written notice in which event CONSULTANT shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed.
8. Termination for Convenience- Upon thirty (30) calendar days’ written notice to CONSULTANT, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Contract. Upon such notice, CONSULTANT shall have neither the obligation nor the right to perform services under this contract nor shall the City

of Fayetteville be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, CONSULTANT shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, CONSULTANT may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days' after the written notice is sent by the City of Fayetteville.

9. Protest – Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.
10. To the extent permitted by law, CONSULTANT agrees to defend, indemnify, and hold harmless the City of Fayetteville and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of CONSULTANT, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by CONSULTANT does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.
11. **CITY'S TERMS SUPERSEDE:** To the extent a conflict exists between the terms of this Agreement and the terms and conditions in any of the attachments to the Agreement, the terms of this Agreement shall govern.

[Signature page to follow]

CONSULTANT ACCEPTANCE:

Freese and Nichols, Inc.

BY: M. W. Wats

TITLE: Owner

DATE: September 30, 2022

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

\_\_\_\_\_  
Jody Picarella, CPA, MBA, Chief Financial Officer

## EXHIBIT A

### **FY23 PROGRAM MANAGEMENT (Q2 – Q4)**

The following is a scope of work (SOW) for Professional Engineering for Program Management as it pertains to the Watershed Master Plan. This SOW is for November 1, 2022 through July 31, 2023 (9 months) with regards to both schedule and budget and will work in concert with the FY23 Q1 contract for purposes of invoicing and reconciling.

This SOW identifies tasks to support the City in executing the management effort and other support efforts associated with the Watershed Master Plan. Associated hours have been documented in Exhibit B.

**Tasks** – The services for this project are broken into the following tasks:

- Task 1. General Program Support
- Task 2. Technical Program Support
- Task 3. Watershed Management – City
- Task 4. Watershed Management – Consultants
- Task 5. Survey Management

If required City Staff become unavailable for this program, work will be paused and FNI's level of effort will be reevaluated. The City and FNI will decide on a mutually agreed upon path prior to restarting efforts. Similarly, if FNI key staff changes, the learning curve and any additional effort or travel will be absorbed by FNI unless otherwise agreed upon.

**The following watersheds are referenced throughout this scope of work.** *The watersheds in orange italics are being completed by, or are anticipated to be completed by, City staff.*

- Round 1 Watersheds – Blounts Creek (BLN), Cape Fear 2 (CF2), *Little Rockfish 1 (LR1)*
  - Note: Little Cross Creek, Rockfish Creek and Beaver Creek 3 have been completed except for the final deliverables review which has been accounted for in the FY22 Program Management Supplemental WA.
- Round 2 Watersheds – Cross Creek (CRO), Beaver Creek 2 (BV2), Carvers Creek (CRV), Bones Creek (BON)
- Round 3 Watersheds – Buckhead Creek (BKH), Beaver Creek 1 (BV1), Cape Fear 1 (CF1), *Little Rockfish 2 (LR2)*, *Stewarts Creek (STW)*

### **BASIC SERVICES (NTE):**

#### **Task 1: General Program Support**

##### **1.1 Program Document Maintenance**

- A. One CMSM Revision (Targeting February) – For the next CMSM rollout we are anticipating moderate revisions resulting from the Consultant Technical Workshops conducted in FY22.
  - i. The CMSM will be revised based on:
    - a. QA Meeting Discussions (these revisions could include minor methodology changes or clarifications, adding scenarios to the FAQ appendix)
    - b. Program Progress Meetings (these revisions could include changes to consultant management, deliverable reviews, QA process)
    - c. Consultant Workshops (these revisions could include minor methodology changes

- or clarifications, an additional CMSM appendix or addendum)
  - ii. The revision will be rolled out to the consultants after being reviewed by the City. The delivery to the City will include:
    - a. Current CMSM with track changes on for all edits since previous CMSM
    - b. Revised section in CMSM for “Revisions to CMSM – ‘*Current Version*’”
    - c. Clean CMSM Word document as well as a clean PDF for the City to track changes in whichever is easiest
    - d. Document that tracks approved updates (refer to previous task i)
    - e. Current appendices
  - B. Report and Exhibits Template Revisions (Targeting February) – We are targeting one template revision to be rolled out with the next CMSM revision.
    - i. Revisions to the report template are anticipated to be minor. The biggest revision needed to date, is the addition of two exhibits (depth and inundation) for the ‘existing rainfall/proposed infrastructure’ scenario. There may also be minor revisions resulting from the review of the consultant final deliverables.
- 1.2 Program Meetings and Reporting
  - A. Encumbrance updates – updates to the current spreadsheet to include executed contract amounts. Revised encumbrance spreadsheet to be sent to City after contracts have been executed. It is anticipated these updates will be reviewed as part of the program progress meetings.
  - B. Program Progress Meetings – program progress meetings will continue every other week to review the overall program. FNI will provide an agenda to review during the meeting and follow-up with notes and ‘key points’ email. Up to 5 staff will be in this meeting and it is anticipated the meeting will be 1 hour. (18 total)
  - C. Program Invoicing – monthly invoicing will be done utilizing the invoicing template and Account Summary and will be submitted no later than 6 weeks after month end. This will include a detailed look at our charges to ensure they are being charged to the correct task and so that we can give a more detailed summary of current and forecasted activities. This will also include tracking of specified meetings against the current scope to help alleviate the effort during contract closeout. (9 total)
  - D. Contract Closeout – provide reconciliation document for tasks, hours and budget after FNI has closed out financials for July 2023. Assuming one meeting and two round of edits.
- 1.3 Miscellaneous Program Support – unanticipated activities are assumed to arise during the course of this SOW. The effort associated with this task has not been allocated for any specific activity but will be tracked on invoices. This task may include activities such as:
  - A. Project Prioritization
  - B. Qualitative BRIC Check-In
  - C. Bond Program Support
  - D. Programmatic Partner Support
  - E. Program Technical Memos
  - F. Consultant Workshops

## Task 2: Technical Program Support

- 2.1 Geodatabase Wrap-Up
  - A. Review ArcGIS Pro map packages produced by Arcadis
  - B. Workshop with consultants to roll out GDB
- 2.2 Miscellaneous Geodatabase Assistance – FNI will charge any follow up meetings or assistance



with the GDB to this task. If a request is made that will take more than 8 hrs to complete, FNI will provide a scope for that effort.

### Task 3: Watershed Management – City (LR1)

- 3.1 Project Scoping and Kickoff – no effort anticipated
- 3.2 Quality Management
  - A. Serve as the main QC reviewer and will provide detailed reviews of models and deliverables (not to exceed 8hrs per QC). Two QC's are anticipated for LR1 proposed solutions
  - B. Lead two 1-hour, virtual QA meetings for LR1 PS's comparable to the consultant QA meetings, including:
    - i. Review the City's portion of the Quality Checklist
    - ii. Populate our portion of the Quality Checklist
    - iii. Use Quality Checklist as framework for the meeting
    - iv. Send fully populated Quality Checklist to the City with any relevant notes following the meeting
  - C. Final Deliverables review – FNI will perform a detailed review of final deliverables for LR1. This review will include populating the Quality Checklist and reviewing all items in the Final Deliverables Quality Checklist.
- 3.3 Project Management (Responsible Charge)
  - A. The City has requested that FNI seal the LR1 deliverables. Per 21NCAC 56.1101, "it is misconduct for a Professional Engineer or Professional Land Surveyor to seal work done by another individual unless the work is performed under the "responsible charge" of the Professional Engineer or Professional Land Surveyor." For work to be performed under the "responsible charge" of FNI, the following steps will need to be taken:
    - i. Provide general project coordination and oversight, as well as assistance with modeling. (anticipating 1hr/wk)
    - ii. Background data and previous deliverables reviews – FNI will review the background data, hydrology data and hydraulic data. These reviews differ from previous QAs performed because the QAs only checked certain, critical items, and only checked approx. 10% of some of the larger items. These more detailed reviews will check all work to the level that allows FNI to take "responsible charge" of the effort.
    - iii. Future deliverables reviews
      - a. Level of Service, Concern Areas and Scoring
      - b. Proposed Solutions
  - B. City Staff is expected to follow the CMSM and be available as required to complete studies. If required City Staff become unavailable to complete the studies as planned, work will be paused and FNI's level of effort will be reevaluated. The City and FNI will decide on a mutually agreed upon path prior to restarting efforts.

### Task 4: Watershed Management – Consultant

- 4.1 Contract Preparation, Execution and Project Kickoff
  - A. Assist with negotiating Phase I consultant contracts for Beaver Creek 1(BV1), Cape Fear 1 (CF1) and Buckhead Creek (BKH)
  - B. Assist with negotiating Phase II consultant contracts for Carvers Creek (CRV), Cross Creek (CRO), Bones Creek (BON) and Beaver Creek 2 (BV2)
  - C. Coordinate dam scopes (separately and/or within the watershed contract) for CF1 and BV1
- 4.2 Quality Management

- A. FNI will participate in the following QA meetings.
    - i. Hydrologic Results for
      - a. BV2 (2), BON, CRV, BKH – Total (5)
      - b. These meetings will include 1 FNI staff for coordination and leading the meeting and 2 FNI staff to perform the QA reviews, relay the technical information and answer any questions
    - ii. Hydraulic Results for
      - a. CRO (2), BV2 (2), BON, CRV – Total (6)
      - b. These meetings will include 1 FNI staff for coordination and leading the meeting and 2 FNI staff to perform the QA reviews, relay the technical information and answer any questions
    - iii. Stream Assessment for
      - a. CRO, BV2, BON, CRV – Total (4)
      - b. These meetings will include 1 FNI staff for coordination and leading the meeting and 2 FNI staff to perform the QA reviews, relay the technical information and answer any questions
    - iv. Concern Areas for
      - a. CRO (4), BV2 (3), BON (2), CRV (2) – Total (11)
      - b. These meetings will include 2 FNI staff for coordination, leading the meeting and listening for action items and CMSM/template revisions needed. They will also include 2 FNI staff for technical opinions and insight
    - v. Proposed Solutions – Detailed review of BLN PS exhibits. We have assumed this is approx. 3hrs total (LOS, consistency, feasibility, downstream impacts, efficacy, etc.) for each PS (approx. 70 PS exhibits)
  - B. QA meetings will include only one meeting. The City will need to send their comments beforehand if they want them incorporated. For QA meetings, FNI will:
    - i. Review the consultant's deliverable for completeness before sending to the City
    - ii. Review the consultant's portion of the Quality Checklist
    - iii. Populate our portion of the Quality Checklist and incorporate any City comments
    - iv. Use Quality Checklist as framework for the meeting
    - v. Send the fully populated Quality Checklist to the consultant with any relevant notes following the meeting
  - C. Consultants should be providing their own internal quality control (QC). If the quality of any submittal is well below what is expected, FNI will request the consultant share their complete QC process and incorporate any recommendations from FNI. This may also result in intermediate submittals to verify quality has improved.
  - D. Final Deliverables review – FNI will provide a detailed final deliverable review, per the plan developed in July, for BV3 and RCK. RCK is anticipated to take half the effort as BV3 due to it not having any PSs.
- 4.3 Management and Coordination (CF2, BLN, CRO, BV2, BON, CRV)
- A. Consultant Progress Meetings – FNI will participate in monthly progress meetings, in conjunction with the City, with each consultant. We are assuming there will continue to be four consultants resulting in four progress meetings a month. All meeting materials provided by the consultants, including meeting notes, will be shared with the City. This task will include up to three FNI staff members.
  - B. Invoicing – Review invoices for projects listed above and package them together for submittal with a Program Summary. We are assuming the invoices will be compiled and summarized by the program manager. This packet will undergo a detailed reviewed by the

- respective, internal project managers.
- C. Project Management – FNI will have two main internal project managers over the watersheds. They will spend approx. 30 mins with each consultant, each week, as well as additional time to coordinate with the oversight (see next item). (4hrs/wk/PM)
  - D. Oversight – Senior management will assist with oversight by meeting with each of the internal project managers to continue to push schedule and vet any issues that need to be mitigated, either assisting with mitigation before escalating to the City or providing recommendations. This will be a two-hour meeting, twice a month and will inform the program progress meetings. (total of 36hrs per staff)
  - E. Issue Resolution – This could include discussions and review of items such as:
    - i. Change requests
    - ii. Out of scope effort
    - iii. Additional WA requests
    - iv. Coordination with other watersheds, CIPs, development, etc.
    - v. Coordination of expectations, deliverables, deadlines, schedules, etc.

## Task 5: Survey Management

- 5.1 Preparation and Preliminary Management – Coordinate and help finalize the WA for surveys of BV1, CF1 and BKH to include:
  - E. Prepare survey exhibits and preliminary information for the surveyor to clearly define the area and estimate costs.
  - F. Assist with property owner survey notifications using the most up to date property ownership records.
  - G. Assist with contract preparation, including clarification of what is to be considered inaccessible, maintenance, and traffic control items.
- 5.2 Management and Coordination – this will be for one large watershed survey (BV2), two medium watershed surveys (BV1, BKH) and three small watershed surveys (LR2, STW, CF1). The management and coordination of these surveys will include the below tasks:
  - E. Assist with contract routing and execution for CF1, BV1, and BKH
  - F. Review citizen responses received from the survey notifications and distribute to watershed consultants for CF1, BV1, and BKH
  - G. Monitor survey progress weekly to identify any potential schedule delays or safety concerns (all except BV2, which will be through the collection phase)
  - H. Participate in bi-weekly meetings with the surveyor and City
  - I. Update QC Checklist and provide to City for review
  - J. Review submitted survey data and QC documentation to confirm quality and compliance with the following QC checklist items:
    - ii. Pipe negative slopes
    - iii. Pipe/Node invert disparities
    - iv. Connectivity
    - v. Inaccessible node verification
    - vi. Comparison to legacy survey data
  - K. Submit new survey GDB to watershed study consultant and City. Maintain communication and coordination between all parties as questions or concerns arise concerning the survey.

- L. Coordinate additional survey if requested by watershed study consultant after receiving first survey package and starting on the H&H effort. This will include coordination and review of the additional Cross Creek area requested.

### **SPECIAL SERVICES:**

The following services are not included in Basic Services. A contingency has been included that may be accessed with an approved Change Request. If more effort is requested than can be covered with contingency, an additional WA will be necessary.

#### **Task 1: General Program Support**

- 1.1 Programmatic Partner Coordination – effort required for additional coordination with a programmatic partner, should one be procured.

#### **Task 2: Technical Program Support**

- 2.1 Geodatabase and Model Maintenance Plan Development

- A. Conceptual Maintenance Plan Development

Two 2-hour virtual planning meetings will be held with the City to review existing geodatabase and model maintenance plans and identify gaps or additional protocols needed to finalize the maintenance plans for the Watershed Master Plan. If additional meetings are needed, they will be noted as out of scope. For this task, FNI will prepare agendas and presentation materials to facilitate the planning meetings and will follow-up with notes and 'key points' emails. At the conclusion of these meetings, FNI will provide the City with a detailed conceptual maintenance plan which will undergo data-based testing prior to the development and approval of a final maintenance plan. The detailed conceptual maintenance plan will establish processes and document guidance for future geodatabase and model maintenance for the following maintenance-need scenarios:

- i. Watershed Study Updates – guidance will be developed to define and document processes for review of hydrologic and hydraulic model and data revisions provided by watershed study consultants and incorporation of updated information into master parameter datasets, model groups, model files and the master stormwater geodatabase.
    - ii. New Development – guidance will be developed to define and document processes for the creation and submittal of existing and proposed models and as-built data for new development projects. The guidance will inform how the new development models and as-built data will be interconnected with the watershed study models and the master stormwater geodatabase. FNI will support the development of language, for City insertion into existing Stormwater Standards Manual(s), that directs new development engineers on required deliverables and formats. The City is responsible for the update of manual(s), potential Council approval, and developer outreach on new requirements.
    - iii. City CIP Projects – guidance will be developed to define and document processes for the creation and submittal of existing and proposed models and as-built data for Capital projects. The guidance will inform how the new development models and as-built data will be interconnected with the watershed study models and the master stormwater geodatabase.

- 2.2 Conceptual Maintenance Plan Testing and Final Maintenance Plan Development – Based on the conceptual maintenance plan developed under Basic Services, Task 2.1A, FNI will execute the testing of future maintenance processes for one priority sub-basin based on three types of maintenance need scenarios: watershed study updates, new development, and City CIP projects. Two 2-hour virtual meetings will be held with the City, during which FNI will present the geodatabase and model maintenance testing results to demonstrate how the detailed conceptual maintenance plan developed during Task 2.1A would be expected to operate for each maintenance need scenario. If additional meetings are needed, they will be noted as out of scope. Based on testing results and feedback received from the City during these meetings, FNI will update the conceptual maintenance plan to create a final geodatabase and model maintenance plan for the Citywide Watershed Studies Program.
- 2.3 Geodatabase Expansion – After the maintenance plan is developed, additional effort will likely be required to expand and/or modify the database. Sub-Consultant ESP will continue to assist with this effort.
- 2.4 On-Going Geodatabase and Model Maintenance – effort required to incorporate additional information as indicated in the maintenance plan being developed

**Task 3: Watershed Management – City**

- 3.1 Project Delivery – additional effort required to complete a watershed study if City staff is no longer available

**Task 4: Watershed Management – Consultant**

- 4.1 Additional Consultant Management – effort required if the City procures additional consultants to execute watershed studies

**Task 5: Survey Management**

- 5.1 Additional Surveys – effort required if additional surveys are requested

EXHIBIT B									
Tasks and Descriptions		Prof 6		Prof 5	Prof 4	Prof 1		ESP	Totals
		\$225.00		\$210.00	\$180.00	\$110.00			
BASIC SERVICES	Assumptions	Mike/ Ed		Tom/ Morgan/ Curtis	Jason/ Jeremy	Melissa/ Cameron			
	Task 1. General Program Support	120		443	105	18		\$0	\$140,910
	1.1 Program Document Maintenance	40		118	89				\$49,800
	1.2 Reporting and Updates	64		293		18			\$77,910
	1.3 Misc. Program Support	16		32	16				\$13,200
Task 2. Technical Program Support		14		53	46	40		\$5,000	\$31,960
	Detailed review of map packages and roll-out to consultants	4		18	16				\$7,560
	2.1 Miscellaneous	10		35	30	40		\$5,000	\$26,575
Task 3. Watershed Management - City		0		274	72	8		\$0	\$71,380
	3.1 Project Scoping and Kickoff	0		0	0	0			\$0
	3.2 Quality Management			42	72	8			\$22,660
	3.3 Project Management			232					\$48,720
Task 4. Watershed Management - Consultant		212		948	248	72		\$0	\$325,420
	4.1 Contract Preparation, Execution and Project Kickoff			56					\$11,760
	4.2 Quality Management	32		341	294	61			\$138,440
	4.3 Management	36		710	72	46			\$175,220

	2hrs/week/key staff and 2-3hrs/month/specialized staff									
<b>Task 5. Survey Management</b>										
5.1 Preparation and Preliminary Management	Approx. 10 hrs per watershed	240	9	0	420	\$0	645	\$98,070		
5.2 Management and Coordination	Approx. 20 hrs for execution of one WA and review of citizen responses; Weekly progress meetings (2 staff); Bi-weekly progress meetings with City (2 staff); QC/QA hours respectively per size of watershed: large 60hrs/12hrs, med 40hrs/8hrs and small 20hrs/4hrs; 190hrs of general coordination with surveyor and consultant	30	6	0	4		40	\$8,450		
		198	3	0	404		605	\$89,620		
<b>TOTAL BASIC SERVICES</b>		430	1,886	589	581	\$5,000	3,486	\$667,740		
Special Services (Contingency)								\$50,000		
<b>TOTAL CONTRACT</b>		502	2,185	854	670	\$25,000	4,210	\$717,740		

## EXHIBIT C



**GENERAL SERVICES AGREEMENT FOR CONSULTING SERVICES BETWEEN**

**CITY OF FAYETTEVILLE  
FAYETTEVILLE, NORTH CAROLINA**

**AND**

**Freese and Nichols Inc**

**3/28/2022**

**STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND**

**GENERAL SERVICES AGREEMENT  
FOR CONSULTING SERVICES**

**THIS AGREEMENT**, effective the day of **3/28/2022** 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 1017 Main Campus Dr #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 consulting services of the nature required by the **CITY** and employs trained and experienced engineering, technical and/or other personnel possessing adequate knowledge, skills and experience to provide professional services to the **CITY**; and

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

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

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

**ARTICLE 1 - REQUEST FOR PROPOSAL-SUBMITTAL OF PROPOSAL.** As the need

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

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

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

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

**ARTICLE 3 - COMPENSATION.** CONSULTANT shall submit to CITY monthly invoices for services performed during that month, computed on the basis of the Proposal accepted by CITY. CITY agrees to pay CONSULTANT'S monthly invoice within thirty (30) days after said invoice is received by the CITY. Adjustments to an invoice for billing errors may extend the time for payment. For clarity, compensation to CONSULTANT shall be based upon Task and/or Work Authorizations that are provided to and agreed upon by the CITY. The Signing of this General Services Agreement does not bind or obligate the CITY to pay CONSULTANT any compensation.

**ARTICLE 3.1 - VERIFICATION OF INVOICES.** CITY has the right to require the CONSULTANT to produce for inspection all CONSULTANT'S time records, salaries of personnel and charges for direct expenses for which cost-plus compensation is provided. CONSULTANT agrees to provide CITY with said records on a timely basis and cooperate with CITY to verify the accuracy of all invoices.

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

**ARTICLE 3.3 – NON APPROPRIATION.** Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the CITY are from appropriations and monies from the City Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the CITY to pay the terms of this agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the CITY.

**ARTICLE 4 - PROFESSIONAL STANDARDS AND DUTIES OF CONSULTANT.** CONSULTANT shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for CITY as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Cumberland County, North Carolina.

**ARTICLE 4.1 - CONSULTANT NOT RESPONSIBLE FOR CONSTRUCTION MEANS OR SAFETY.** A CONSULTANT for general construction projects shall not be responsible for any general contractor's or other project participant's failure to fulfill their contractual responsibilities to the CITY, nor shall CONSULTANT be responsible for construction means, methods, techniques, sequences, or procedures. Neither shall CONSULTANT be responsible for a project safety program or safety precautions unless CONSULTANT'S Proposal sets forth a safety program which is accepted by CITY and becomes a part of the agreement between the parties.

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

**ARTICLE 5 - ESTIMATES OF COST AND TIME.** Although CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor's, sub-contractor's, or vendor's methods of determining prices, or over competitive bidding or market conditions, nevertheless CONSULTANT'S cost estimates and time estimates shall be made on the basis of current labor and material prices and the CONSULTANT'S experience and qualifications, and CONSULTANT'S estimates shall represent its best judgment as an experienced and qualified professional familiar with electric, water and sewer utility projects, or other projects for which CONSULTANT is employed. Although CONSULTANT has no control over the resources provided by contractors to meet contract schedules, nevertheless CONSULTANT'S estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent CONSULTANT'S best judgment as an experienced and qualified professional familiar with electric, water and sewer utility projects, or other projects for which CONSULTANT is employed. CONSULTANT does not guarantee that project costs and schedules will not vary from the estimates and schedules given to CITY.

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

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

**6.2 - INDEMNITY AND PROFESSIONAL LIABILITY.** To the extent permitted by law, CONSULTANT agrees to defend, indemnify and hold harmless the CITY and its elected officials,

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

**6.3- LIABILITY INSURANCE.** **CONSULTANT** agrees to indemnify and hold the **CITY**, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of the **CONSULTANT**, Consultant's employees, and Consultant's subcontractors, for whom **CONSULTANT** is legally responsible during the performance of services under this Agreement. **CONSULTANT** shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the **CITY** as an additional insured and which said insurance provides **CONSULTANT** with insurance for contractual liability which **CONSULTANT** has assumed pursuant to the terms of this Article 6.

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

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

**ARTICLE 7 - INDEPENDENT CONTRACTOR.** **CONSULTANT** is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. **CONSULTANT** shall be wholly responsible for the methods, means and techniques of performance. **CITY** shall have no right to supervise methods and techniques of performance employed by **CONSULTANT**, but **CITY** shall have the right to observe such performance.

**ARTICLE 8 - COMPLIANCE WITH LAWS.** **CONSULTANT** agrees that in performing services pursuant to this Agreement to comply with all applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards. **CONSULTANT** shall be responsible for procuring all permits, certificates, and licenses necessary to allow **CONSULTANT** to perform services under this Agreement. **CONSULTANT** shall not be responsible for procuring permits required for the construction of any building, unless such responsibility is specifically agreed to by **CONSULTANT**.

**ARTICLE 9 - CITY'S RESPONSIBILITIES.** CITY will furnish to CONSULTANT all of CITY'S requirements for the project, including, but not limited to, scope of work, program, time constraints, schedule milestones, financial constraints, design objectives and design constraints, which are available to the CITY or which the CITY can reasonably obtain to furnish to CONSULTANT to enable CONSULTANT to make a Proposal to CITY. Additionally, the CITY shall also be responsible for the following:

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

**ARTICLE 10 - OWNERSHIP OF DOCUMENTS.** All documents, including drawings and specifications prepared by CONSULTANT pursuant to this AGREEMENT, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or 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.

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

**ARTICLE 12 - TERMINATION OF CONTRACT FOR CONVENIENCE.** Upon thirty (30) calendar days' written notice to CONSULTANT, CITY may, without cause and without prejudice to any other right or remedy legally available to the CITY, terminate this Contract. Upon such notice, CONSULTANT shall have neither the obligation nor the right to perform services under this contract nor shall the CITY be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, CONSULTANT shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, CONSULTANT may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the CITY.

**ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION.**

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

**ARTICLE 14 - NOTICE.** Any formal notice, demand, or request required by or made in connection with this agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

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

**TO CONSULTANT:**       **Freese and Nichols, Inc.**  
                                  **ATTENTION: Bryan M Dick, PE**  
                                  **Associate – Project Manager**  
                                  **1017 Main Campus Dr #1200, Raleigh, NC 27606**  
                                  **864-506-1465**

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

**ARTICLE 15 – FORCE MAJEURE.** Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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

**ARTICLE 17 - MISCELLANEOUS.**

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

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

**17.3 SEVERABILITY.** The invalidity, illegality, or un-enforceability of any portion or provision of this Agreement shall in no way affect the validity, legality and/or enforceability of any

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

**ARTICLE 18 - INTEGRATED AGREEMENT.** The CITY'S request for Proposal, the CONSULTANT'S written Proposal, the CITY'S authorization to proceed and this General Services Agreement for Consulting Services shall be integrated into and shall become the integrated agreement between the parties. CONSULTANT and CITY agree that all prior negotiations, representations, proposals, letters, agreements, understandings, or other communications between them, whether written or oral, are hereby merged into the Agreement and that the Agreement supersedes all such prior negotiations, contracts and/or agreements. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both CONSULTANT and CITY.

**ARTICLE 19 - BENEFITS LIMITED TO PARTIES.** Nothing herein shall be construed to give any right or benefits hereunder to anyone other than CITY and CONSULTANT.

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

**ARTICLE 20 - VENUE AND FORUM SELECTION.** The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

**ARTICLE 21 - E-VERIFY.** CONSULTANT acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. CONSULTANT further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). CONSULTANT pledges, attests and warrants through execution of this contract that CONSULTANT complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by CONSULTANT shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this contract.



**ARTICLE 22 – MORALITY CLAUSE.** If, in the sole opinion of the CITY, at any time CONSULTANT or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the CITY or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the CITY’S finances, public standing, image, or reputation or are embarrassing or offensive to the CITY or may reflect unfavorably on the CITY or are derogatory or offensive to one or more employee(s) or customer(s) of the CITY, the CITY may immediately upon written notice to CONSULTANT terminate this Contract, in addition to any other rights and remedies that the CITY may have hereunder or at law or in equity.

**ARTICLE 23 – PROTEST.** Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

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

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

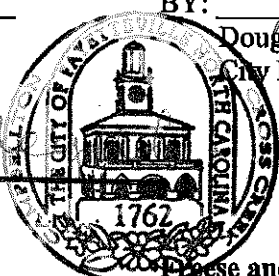
DATE: 4/18/2022

ATTEST:

Pamela J. H.  
CITY CLERK

CITY OF FAYETTEVILLE,  
NORTH CAROLINA

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



CITY OF FAYETTEVILLE

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

[Signature]  
Chief Financial Officer

DATE: 3/28/22

BY: Mike Wayts  
MIKE WAYTS

TITLE: VICE PRESIDENT / PRINCIPAL

Greese and Nichols, Inc.