

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

In accordance with the General Services Agreement (Agreement) dated March 2, 2017, 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:

Freese and Nichols will provide professional engineering and architectural services in the form of project management, document control, bid administration and construction administration oversight and inspection for Devonwood Lower Dam Hurricane Matthew repair project.

II. AGREEMENT & SCOPE OF SERVICE

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

The Scope of Services to be provided by CONSULTANT, in connection with this Authorization is as follows:

FNI will provide program management services to the City to act as the owner's representative to coordinate the implementation of the Devonwood Lower Dam repairs.

The services are broken out in the following phases (See attached Exhibit A for the detailed scope.):

- A. Public Relations and Reporting
- B. Design Management
- C. Concurrent Coordination
- D. Bidding
- E. Construction Management and Inspection

Deliverables

- Timeframe in accordance with schedule provided by the Owner
- Scope in accordance with Exhibit A
- Contracts for advertisement of construction
- Documentation received from contractor
- Weekly updates
- Meeting minutes
- Documentation of construction inspection (daily logs/reports)

The CONSULTANT shall request written confirmation and or execute an additional Work Authorization describing any scope change before performing any work beyond the scope specified in this Work Authorization. The confirmation shall identify any change in compensation and/or delay in completion which the scope changes entails and must be approved by the City Manager or his designee.

III. RESPONSIBILITIES

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

- Owner will provide documents and limited guidance to allow the consultant to perform the work within the standard policies and requirements of the City of Fayetteville.
- Consultant will act as the owner's representative and owner's project managers to coordinate and review the selected design engineering firms for each of the projects for previously mentioned site. All activities from the initiation of design by the design firm to the completion of the construction will be managed and overseen by the consultant while acting as the owner's representative with each design and construction firm.

IV. COMPENSATION

OWNER shall compensate CONSULTANT for providing the services set forth herein in accordance with the terms of the Agreement.

The services contain a combination of lump sum and time and material phases.

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 as indicated in Exhibit A will be exceeded.
2. The total combined lump sum and not to exceed compensation (including travel) for this Work Authorization for services provided for the Devonwood Lower Dam project is \$294,350 (see Exhibit A for breakdown of fees for each project as lump sum amount vs. cost plus not to exceed amount). 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 is anticipated to begin March 1, 2018 and estimated to be complete by March 1, 2020.

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. 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

AUTHORIZATION NO. _____

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.

CONSULTANT ACCEPTANCE:

Freese and Nichols, Inc.

BY: Bryan C Gann
TITLE: PRINCIPAL / VICE PRESIDENT
DATE: 2.2.2018

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.

Cheryl Spivey, Finance Director

EXHIBIT A

PROJECT MANAGEMENT

The following scope of services for Professional Engineering and Architectural Services for Program Management, Construction Administration Oversight and Construction Inspection only pertains to Devonwood Lower Dam.

The services for this project are broken out in the following phases:

- A. Public Relations & Reporting
- B. Design Management
- C. Concurrent Coordination
- D. Bidding
- E. Construction Management

Assumed Durations

- 1. Design/Permit phase – Approx. 8 months
- 2. Bid phase – Approx. 2 months
- 3. Construction phase – Approx. 6 months

A. Public Relations & Reporting

- 1. Public Relations
 - a. Webpages
 - I. The City will provide a webpage along with any graphics, links and visual effects they desire
 - II. FNI will provide information on a weekly basis to the webmaster so they can keep the webpages updated
 - III. FNI will supplement webpage information as needed
 - b. Public Meetings – FNI will facilitate up to one (1) public meeting to be held at milestone acceptable to the City
 - c. Council Presentations (2) – FNI will present to Council up to two (2) times throughout the duration of the contract.
- 2. Reporting – FNI will provide weekly reports to the City throughout the life of the contract.

B. Design Management

- 1. Kick-off Meeting – FNI will schedule and facilitate a kick-off meeting, including a site visit, with the selected design firms' team
- 2. Progress Meetings – FNI will conduct a conference call with the design firm on a weekly basis to discuss progress and outstanding issues.
- 3. Quality Control
 - a. FNI will perform document reviews at 35%, 70%, 90% and 100% submittals.
 - I. Comments will be provided to the designer
 - II. Designer's response to the comments should be enclosed with their next submittal
 - b. FNI will perform one (1) constructability review

C. Concurrent Coordination

1. FEMA Compliance – FNI will coordinate with the City’s FEMA consultant, City, designers and contractors to maintain compliance as required by FEMA for compliance with their programs and to obtain reimbursement. Up to one (1) meeting with the City’s FEMA representative is included.
2. Permitting
 - a. City’s selected design team will lead permitting effort and obtain all permits
 - b. FNI will facilitate progress meetings as needed to stay on schedule
 - c. FNI will attend up to two (2) meetings with NC Dam Safety
3. Utility Coordination
 - a. FNI will facilitate utility coordination meetings at 35% and 90%
 - b. FNI will assist with agreements as needed.

D. Bidding

1. FNI will compile contract documents utilizing the plans and specifications from the designers as well as the standard forms from the City’s purchasing department. FNI will coordinate with the City’s purchasing department to provide these documents in a manner that complies with the City’s policies.
2. The City’s purchasing agent will then advertise the project for bid.
3. The designer will be responsible for answering questions that arise during the bid process as well as any addenda that may need to be issued.
4. FNI will facilitate the pre-bid meeting.
5. The City’s purchasing department will receive bids.
6. FNI will tabulate the bids and make a recommendation of award.

E. Construction Management

1. Preconstruction Meeting – FNI will facilitate a preconstruction meeting
2. Document Control – FNI will setup and manage the construction document control system
3. Inspection – FNI will provide full time inspection along with daily construction reports and photographs. Permitting concerns/questions that arise during construction will be coordinated by FNI.
4. Progress Meetings – FNI will facilitate bi-weekly, on-site meetings with the contractor for the estimated 6-month duration of construction
5. Submittals
 - a. All contractors will provide a submittal schedule prior to construction
 - b. FNI will establish a submittal process
 - i. FNI will monitor this process for any delayed submittals
 - ii. Design teams will review appropriate submittals (shop drawings, RFI’s, etc.)
 - c. FNI will review and submit recommendations when appropriate for the following:
 - i. Documents submitted by Contractor prior to construction (schedule, quality control plan, etc.)
 - ii. Documents submitted by Contractor during construction (including but not limited to pay requests, change orders, etc.)
6. Closeout Process – FNI will assist with the closeout process (punch list, final inspection, final acceptance, etc.)

Compensation

This work authorization contains both lump sum and time and materials based work. The Lump Sum and T&M compensation for the project of this Work Authorization is shown below.

Devonwood Lower Dam

A. Public Relations and Reporting	\$29,990
B. Design Management	\$50,960
C. Concurrent Coordination	\$21,800
D. Bidding	\$16,700
TOTAL LUMP SUM for Project Management	\$119,450

The following tasks shall be paid on a time and materials, NOT TO EXCEED basis:

E. Construction Management	\$174,900
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TOTAL FEE FOR DEVONWOOD LOWER DAM: \$294,350