

**CITY OF FAYETTEVILLE
WORK AUTHORIZATION
FOR
PROFESSIONAL SERVICES
BY
ARCADIS G&M OF NORTH CAROLINA, INC.**

In accordance with the General Services Agreement (Agreement) dated December 19, 2017, between THE CITY OF FAYETTEVILLE (hereinafter called OWNER) and ARCADIS G&M OF NORTH CAROLINA, 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 resident site representation (RPR) for day to day construction management of the Liberty Hills Drainage Improvement project. See attached Exhibit A for a detailed Scope of Services.

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 provided 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 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 provided in Exhibit A.

IV. COMPENSATION

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

In the absence of a lump sum fee agreement, it is understood and agreed that:

1. CONSULTANT will perform under this Agreement on a best effort, not-to-exceed ceiling price basis and will notify OWNER when the ceiling price will be exceeded.
2. The not to exceed compensation (including travel) for this Work Authorization is \$93,052. 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 January 1, 2019 and shall be complete by June 30, 2019.

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.

AUTHORIZATION NO. _____

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 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:

ARCADIS G&M OF NORTH CAROLINA, INC.

BY: _____

TITLE: _____

DATE: _____

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

BY: _____

TITLE: _____

DATE: _____

AUTHORIZATION NO. _____

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

Jay Toland, Acting Chief Financial Officer